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RCMP-GRC

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SOLICITATION AMENDMENT

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

MODIFICATION DE L'INVITATION

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaries

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – No de téléphone:

Facsimile No. – No de télécopieur:

Title-Sujet

Construction Management (CM) Services – Pangnirtung Detachment / Services de gestion de la construction Détachement de Pangnirtung

Amendment No. - No Modification

004

Solicitation No. - No. de l'invitation

201804832

Date 8 March 2018

Client Reference No. - No. De Référence du Client 201804832

GETS Reference No. - No. de Référence de SEAG

Solicitation Closes - L'invitation prend fin

At/à **02:00pm EDT/HAE** On/le 19 March 2018

F.O.B. - F.A.B.

Destination/destinations

Address Enquiries to: - Adresser toutes questions à:

Karen Moore – Manager Construction & Real Property

Telephone No. - No de téléphone 613-843-4886

Fax No. - No de FAX:

Destination of Goods, Services, and Construction: Destinations des biens, services et construction:

See Herein / Voir aux présentes

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée:

Delivery Offered -Livraison proposée

See Herein/Voir aux présentes

Name and title of person authorized to sign on behalf of Vendor/Firm

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur

Government Gouvernement of Canada du Canada

Solicitation No. / No de l'invitation: 201804832

Solicitation Amendment: 004

This solicitation amendment 004 has been raised to:

- (A) Identify changes to the RFP
- (B) Respond to question regarding the RFP

(A) CHANGES

Change: 4

At Annex B, 1. Contractor's Fee, a. Fixed Monthly Fee:

Delete: The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The number of months identified in BA Form BA03 1. (a) is an estimated number of months used for evaluation purposes only. The fixed monthly fee will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. All services specified in the Terms of Reference are to be included in the Fixed Monthly Fee portion of the contract.

Insert: The fixed monthly fee will be paid in equal monthly installments in arrears over the Term of the Contract. The number of months identified in BA Form BA03 1. (a) is an estimated number of months used for evaluation purposes. If early completion is approved by the Departmental Representative, the Fixed Monthly Fee will be adjusted as negotiated between the Departmental Representative and the CM; under no circumstances will the Fixed Monthly Fee total exceed the Fixed Monthly Fee in BA03 1.(a) based on the estimated 45 months. The Fixed Monthly Fee will constitute reimbursement for Services provided by the Contractor's Staff as specified in detail in the Terms of Reference. All services specified in the Terms of Reference are to be included in the Fixed Monthly Fee portion of the contract.

Change: 5

At Annex A, section 3.4 CMc, General Construction and Contract Administration Services, 3.4.1 General:

Delete

2. The CM's Own Forces shall only be permitted for individual work package coordination activities less than \$25,000 value with the specific approval of the Departmental Representative where there is fair value to Canada.

Insert:

- 2. The CM's Own Forces shall only be permitted for individual work package coordination activities under the following conditions:
- a. Individual work packages less than \$25,000 value; or
- Individual work packages over \$25,000 value, for which the CM is capable of and interested in delivering the work; and
- c. For both conditions 3.4.1.2.a. and b. above:
 - i. The CM must submit a quote to the Departmental Representative for consideration.
 - ii. The quote must not exceed the accepted Construction Cost Estimate (Class 'A' level), unless otherwise negotiated with and justified to the Departmental Representative.
 - iii. If the Departmental Representative believes the final quote is fair value to Canada the Departmental Representative will approve the quote and confirm commencement of the work.
 - iv. If the quote is not approved by the Departmental Representative the CM must tender for the work.
 - v. The CM cannot quote on work that the CM tenders to subcontractors.
 - vi. In no event will the CM be paid for any cost incurred in quoting on work in accordance with this clause, or for unauthorized work.



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(B) QUESTIONS

| Question | QUESTION | ANSWER |
|-------------|--|---|
| Answer # | | |
| QA3 | In Annex B, the Fixed Monthly Fee is described. We understand this to be based on a Fixed Fee, guaranteed to be paid to the Contractor in full concurrent with the completion of the work. We understand that the intended payment distribution is a monthly payment based on an intended 45 month schedule. Monthly payments will equal Fixed Fee divided by 45. We believe that there are opportunities for schedule reduction. We assume that there is no penalty for early completion and that the remaining Fixed Fee will be paid out at completion or that the Fixed Fee will be redistributed based on the final schedule accepted by the project team. Is that correct? | There is no penalty for early completion. Reference Change 4 in this solicitation amendment. In accordance with Annex A section 1.5. Project Schedule the CM must make every effort to accelerate the project schedule. |
| QA4 | Is there currently a design concept for this project? If so, can it be shared as part of this solicitation? | A design concept is not available at this time but the intent is similar to the RCMP's construction solicitation for Black Lake Saskatchewan. See link: https://buyandsell.gc.ca/procurement-data/award-notice/PW-16-00722721-001 . This information is provided purely for information purposes and will not form part of the resulting contract. Bidders may decide in their sole discretion whether or not to take this information into consideration in preparation of their bids, and how to interpret and use this information during their bid preparation. Canada will not consider changes to a winning Bidder's proposal and Canada will not be liable for any business loss the winning Bidder may claim during the performance of the contract, in the event that the actual design concept deviates from the one referenced in this response. |
| QA5 | We are a General Contractor but we normally use our own forces for the structural, architectural and site coordination aspects of the work. If we enter into this CM arrangement is this considered a conflict of interest? We can deal with others but prefer to use our own forces whenever possible. If permitted to do so, this would provide best value to this relatively small project by removing an additional mark-up to a substantial portion of the work. See TOR 3.4.1.2. | Please reference Change 5 in this solicitation amendment. |
| QA6 | Mandatory Requirement M2 (Construction Management Team) lists specific team members (Construction Manager, Project Manager, Estimator, Scheduler, Site Superintendent, Commissioning Process Manager, Site Safety Officer). This is a relatively small project. Can one person fulfill multiple team roles? | Please reference the answer to question 1 in Solicitation Amendment 003. |



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| QA7 | The Terms of Reference list several documents that are the responsibility of the Construction Manager. Does the Owner wish for us to use specific Owner supplied templates or is it preferred if the Construction Manager use its own template documents? | It is preferred that the CM use their own templates as long as their templates cover the content required in the contract. |
| QA8 | Although we recognize the importance of waste management in terms of environmental impacts, the realities of the arctic are that all garbage will ultimately end up in the same landfill with very little separation (wood, garbage and metal are the three piles generally available (whether it is further sorted, quantified or otherwise documented or not). The only opportunity for recycling and/or re-use involves expensive backhaul by marine carrier at about \$220.00 per ton (excluding packaging, local cartage, southern trucking and disposal fees at appropriate facilities. We would recommend that all references to a waste management be removed and that a simple note to respect local waste management by-laws be considered. | Sorting and tracking of waste is still required in accordance with Attachment 1 to Annex A, section 1.19 01 74 21 – Construction Demolition Waste Management and Disposal. Transportation to an authorized recycling facility includes adherence with Hamlet by-laws sorting requirements, if off-site transportation is not cost effective. |
| QA9 | The scope of Construction Management services can vary significantly. It appears clear from the document that the intent is for the CM to tender individual work, service and/or supply packages through a public procurement process. I am assuming that the intent is for the CM to advertise and manage the tender process for these packages and then directly enter into approved subcontract, service and/or supply agreements. Is this analysis correct? | In accordance with Annex A, the construction tendering process is the responsibility of the CM. Through the CM's tendering process they are to demonstrate cost control and a competitive process whether invitational or public solicitations. |

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.