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**Bid Receiving - PWGSC / Réception des soumissions -
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K1A 0S5

Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT

MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

This RFP will result in a Funding Agreement with
The Department of Indigenous Services Canada

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services

Division (FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

Title - Sujet Lubicon project management services	
Solicitation No. - N° de l'invitation A2114-180001/A	Amendment No. - N° modif. 012
Client Reference No. - N° de référence du client A2114-180001	Date 2019-04-04
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-290-76472	
File No. - N° de dossier fk290.A2114-180001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghoumrassi, Hakim	Buyer Id - Id de l'acheteur fk290
Telephone No. - N° de téléphone (819) 664-7321 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

THIS AMENDMENT IS RAISED TO ANSWER BIDDERS`QUESTIONS AND TO MAKE CHANGES TO THE RFP.

Q1 – The RFP document describes a complex assignment that is to be delivered over a number of years. While the fifteen (15) infrastructure elements are well described in terms of what is to be delivered, the RFP remains quite vague around the entirety of the scope of the assignment. This creates both process (procurement) risk and project (delivery) risk for the project management and consulting teams who are submitting RFPs and for the successful proponent. We understand that DISC and the Nation have already completed a large amount of work on behalf of the community. In order to decrease some of the project (delivery) risk, can you provide proponents with the list of documents in Annex 6 – Additional Information and Documentation, Section 3.0? There are six (6) listed documents that would provide further clarity to proponents considering a proposal submission.

Answer 1: The current RFP process pertains to the acquisition of Project Management Services which, in addition to providing project management services will also develop feasibility studies and predesign, but not the detailed design services. Consequently, key information required to prepare such services and the preparation of feasibility studies and predesign was provided in the RFP for this purpose. The RFP also indicates that the Capital Assets will be constructed under the management and administration services provided by the PM. The construction of the Capital Assets will be established according to the approved Asset Packaging Strategy and Project Schedule that is to be developed by the PM. Since the PM is responsible for developing a strategy for the delivery of the project including annual asset packaging strategies and timelines, an experienced PM firm should be able to estimate its overall costs on the basis of its proposed strategy.

Q2: During the tour we learned that Northern Sunrise County is currently constructing a wastewater treatment facility (lagoon) south of the community and that a wastewater treatment facility life cycle cost comparison report was completed in June 2016. Can you confirm this lagoon will be the wastewater treatment facility dedicated to receiving sewage from Little Buffalo? If so, what is the scope of the Wastewater Feasibility Study required within the RFP? Is it restricted to collection system(s) only (see next question)?

Answer 2: The noted wastewater lagoon treatment facility will be the dedicated facility to receive all sewage for the community of Little Buffalo. NSC and their corresponding consultants have received the same information regarding demographics, population projections and DISC technical requirements - Protocol for INAC-Funded Infrastructure (PIFI) and Water/Wastewater Level of Service Standards (LoSS). It is expected that the Lagoon will have sufficient operational capacity for the corresponding Life Cycle Cost Analysis (LCCA) as dictated by DISC's PIFI and LoSS. The scope of our W/WW feasibility study is to consider all assets in the Capital Plan with a view to develop options, recommendations and selection, ensuring all of these assets will be adequately serviced taking into consideration required services (e.g. fire flow / storage areas / pumping stations...), through comprehensive community consultations which will inform a path toward the detailed design RFP requirements.

Q3– We understand that another firm has recently completed a community water and wastewater services feasibility study and life cycle cost assessment for the distribution (potable water) and collection (sewage) systems for the Hamlet of Little Buffalo. Can you confirm if DISC will be using the recommendations from this study or if you are asking proponents to redo the work? It would seem that item #2, page 10 of 17, Annex 11 – Capital Agreement, is already complete. Please confirm. Can you also provide a copy of the recently completed study for further context? Further to this information, what is the scope of the Water Feasibility Study required within the RFP?

Answer 3: A number of studies have considered the water/wastewater requirements for the Little Buffalo community through the years. The study you are referring to if indeed it exists was not carried out for

DISC and is therefore not available to DISC. While the feasibility and design for both Lagoon and water treatment plant may or may not be required when the PM comes on board, the task the consultant will be asked to carry out as part of this RFP is to evaluate his costs required to review all relevant analyses available to DISC, which will be provided following award, conduct the necessary additional consultations/review of information, and define a plan for the full community build out with the defined scope at hand (Capital Plan) and within DISC's current PIFI and LoSS considerations. The plans provided at Figures 4.1 and 4.2 and the Capital Plan should provide the bidders with a sufficient order of magnitude of the work required to prepare their estimate.

Question 4: Section 1 of Annex 2 item 2.2.2 requires a Community Engagement Session within 1 month of the Project award. Then item 3.1.1.1 of the same section has the kickoff meeting to be one month after award. Is the intent to have both sessions at the same time or would the Public Engagement be scheduled in advance of the Kickoff Meeting? We suggest that it would be better to schedule the Public Engagement session a minimum of 1 month after the kickoff meeting so the Project Team can prepare a thoughtful agenda for the engagement session.

Answer 4: The RFP is modified as follows: "Section 2.2.2 Consultation and Communication Engagement Sessions and Strategy "The overall purpose of community engagement and associated engagement activities is to build a strong relationship between the hired PM and the Lubicon Lake Band. The PM will be responsible for carrying out at least four (4) community engagement sessions. The first session will take place within the first month **following the kick-off meeting.**"

Change to the RFP:

RFP is modified by changing the text in the following section:

Section 2.2.2 Consultation and Communication Engagement Sessions and Strategy

"The overall purpose of community engagement and associated engagement activities is to build a strong relationship between the hired PM and the Lubicon Lake Band. The PM will be responsible for carrying out at least four (4) community engagement sessions. The first session will take place within the first month **following the kick-off meeting.**"

Q5 – Section 1 Annex 2 item 3.4 requires the PM to provide the Construction Administration (CA) and Full time Construction Inspection for the work that is designed by the other Design Engineers. This raises the following questions:

- a. How are the bidders to determine a fixed fee to provide CA and inspection service for 15 undefined deliverables over an undefined period of time?

Answer 5(a): The bidders are encouraged to demonstrate their assumptions and their experience acquired through previous work on similar sized infrastructure / for a similarly sized community when preparing their estimates. The proponent may assume the required resources for the delivery and identify any associated risks / additional costs that may arise from changing conditions. The PM will be in charge of developing the project schedule, work packages for the 15 assets defined in the capital plan over 8 years.

- b. Typically, the detailed design architect and specialist engineering consultants sign the Building Code Schedule As and Bs during design. However, in order to sign the schedule Cs, they would also be required to complete inspection services. The RFP as noted above, specifies the PM to provide

CA and full time construction inspection. It appears the RFP and Professional responsibilities are in conflict.

Answer 5(b): As specified in the solicitation, the Project Manager will draft and implement the RFP for design services as a sub-consultant. As such, the proponent is to consider any and all requirements for CA and inspection services in their bid to plan for Phase 2 and 3. The PM firm may delegate these tasks as deemed appropriate through their contract with the future Design Consultant firm but ultimately remain responsible. The bidders are encouraged to demonstrate their assumptions and their experience acquired through previous work on similar sized infrastructure / for a similarly sized community when preparing their estimates.

c. This is in conflict with 3.4.3.5 where it says the Design Consultants are to provide 2 full time inspectors. Will all the different design consultants need to have 2 full time inspectors in addition to the PM's inspectors for each project in construction?

Answer 5(c): See above answers. Further, the bidders are encouraged to demonstrate their assumptions and estimates through previous work of similar sized infrastructure / for a similarly sized community, and identify any associated risk / additional costs that may arise from changing conditions.

Given the above concerns/issues, please clarify who will complete the CA and inspection services?
Answer: see above answers.

Q6 – Attachment 1 to Annex 2 item 3.6.3.5 indicates that a Health Center was constructed in 2014, however other sections of the documents including Annex 11 require the construction of a new Health Center. Which is correct?

Answer 6: While there is an existing health center within the Community, it is expected, as stated in the Capital Plan, that a brand new, permanent Health Centre be constructed. This facility should go through the same FNIHB process as any other Health Centre, which would include a thorough review of the population, the service area, the various health determinants and priorities in the community, the various programs and services they would be eligible for, etc. These would all factor in to the space allocations that would be required, and would thus influence the size, design, and cost of the facility.

Q7 – Attachment 1 to Annex 2 item 3.7.3 – the header talks about Telecommunications however the body of this section is all about streetlights and appears to be a copy of 3.7.5. Can you please outline the telecommunications scope of work?

Answer 7: Please refer to section 3.7.4 Connectivity (Telecommunication).

Change to the RFP:

Section 3.7.3 Core Community Connectivity and Telecommunication in Attachment 1 to Annex 2 – Feasibility and Pre-Design Studies Statement of Work, should be deleted as it is duplicated in **section 3.7.5 Lighting**.

“3.7.3 Core Community Connectivity and Telecommunication
Currently, the community does not have street lighting.

Exterior lighting will be included in the design criteria for the school, the administration building, fire station, public works building, community health centre, Aboriginal Head Start (pre-school) building, community multiplex building, and the water and wastewater treatment sites.

Overhead street lighting will be provided on all roads that serve buildings in the core area of the community.

The pre-design will include:

1. A plan showing exterior lighting;
2. Corresponding power loads;
3. A pre-design criteria indicating lighting level; and
4. Proposed street lighting (must be energy efficient).

The Feasibility Pre-Design Consultant(s) is to investigate the impacts of the pre-design on the electric distribution network, the feasibility of the building designs and the costing of various assets.”

Q8 - Based on the RFP, respondents cannot have been party to the development of the RFP process. Can you provide a list of the firms which would be excluded from participating in the RFP process?

Answer 8:

Please note that the RFP states the following:

“Rejection of Proposal due to Unfair Advantage

1. In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a proposal in the following circumstances:
 - a. If the Bidder, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
 - b. If the Bidder, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada’s opinion, give or appear to give the Bidders an advantage over other Bidders.
2. The experience acquired by a Bidder that is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be a reason for Canada to reject a proposal.
3. The Bidder shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
4. The Bidder shall not, either directly or indirectly, submit a bid for any subsequent solicitation to the current bid solicitation which is related to the Project.
5. The Bidder acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s.2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific Government of Canada organizations cannot derive any direct benefit resulting from the Agreement.

6. The Bidder shall not be eligible to compete as a Bidder for a project which may result from the provision of the Services if the Bidder is involved in the development of a Funding Agreement or Terms of Reference, a Request for Proposal or similar documents for such project.

7. By submitting a proposal, the Bidder represents that it does not consider itself to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether an unfair advantage or an appearance of an unfair advantage exists.

8. Where Canada intends to reject a proposal on the grounds of an unfair advantage, the Funding Agreement Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Funding Agreement Authority before bid closing."

Hence, should a firm submit a bid when considered by Canada to be in a position of unfair advantage, the Funding Agreement Authority will inform such bidder of its intention to reject the bid allowing the bidder to make representations before making a final decision. Should this occur, the bidder will be advised confidentially.

NO OTHER CHANGES APPLY