



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

11 LaurierSt./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

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 DOCUMENT CONTAINS SECURITY
REQUIREMENTS

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

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| Title - Sujet PPCRM PMSS | |
| Solicitation No. - N° de l'invitation EP750-192338/A | Amendment No. - N° modif. 003 |
| Client Reference No. - N° de référence du client 20192338 | Date 2019-04-12 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$FK-290-76798 | |
| File No. - N° de dossier fk290.EP750-192338 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-13 | 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 A BIDDER'S QUESTION AND TO
MAKE CHANGES TO THE RFP**

QUESTION:

Regarding the ABORIGINAL PARTICIPATION COMPONENT (APC) CERTIFICATION, is 1% of the Total Estimated Cost a typographical error? Please confirm that 1% is correct, or advise us of the correct figure?

Ref: **ATTACHMENT 2 TO PART 5-ABORIGINAL PARTICIPATION COMPONENT
(APC) CERTIFICATION**

ANSWER:

The RFP is modified as follows:

1 AT PART 5-CERTIFICATIONS AND ADDITIONAL INFORMATION

**DELETE: ATTACHMENT 2 TO PART 5 IN ITS ENTIRETY;
INSERT:**

**ATTACHMENT 2 TO PART 5
ABORIGINAL PARTICIPATION COMPONENT (APC) CERTIFICATION**

The Bidder agrees that at least 5% of the Total Estimated Cost of the Contract must be performed by the Aboriginal business, the Aboriginal component(s) of a joint venture, an Aboriginal subcontractor, or Aboriginal individuals. Refer to Example of acceptable Aboriginal Participation Components under 2.7 (b).

In respect of the Contract, at least 5% of the Total Estimated Cost of the Contract must be performed by the Aboriginal business, the Aboriginal component(s) of a joint venture, an Aboriginal subcontractor, or Aboriginal individuals, and the Contractor must be able to demonstrate, at the time of audit, that it meets this requirement.

An Aboriginal business can be a Band as defined by the Indian Act, or a sole proprietorship, a limited company, a cooperative, a partnership or a not-for-profit organization in which Aboriginal persons have at least 51% ownership and control.

An Aboriginal business could also consist of a joint venture made up of two or more Aboriginal businesses, or an Aboriginal business and a non-Aboriginal business (es), provided that the Aboriginal business (es) has at least 51% ownership and control of the joint venture.

The Bidder agrees that it will comply with the requirements above, and will meet all of its obligations under the Aboriginal Participation Component and that this will be subject to audit by Canada.

Should the Contractor's APC Report not provide sufficient information to measure the Contractor's results against its implementation of the APC, Canada may impose penalties in the order of hold-backs up to 5% of the total contract value.

This Certification is executed and signed by duly authorized representatives.

Date

Name of Company

Name and Title of Person Signing the Certification

Signature

2 AT PART 7-RESULTING CONTRACT CLAUSES

2.1 DELETE: 12. ABORIGINAL PARTICIPATION COMPONENT (APC) IN ITS ENTIRETY,

INSERT:

12. Aboriginal Participation Component (APC)

Within 60 days after Contract Award, the Contractor must submit to the Crown for approval a finalized Aboriginal Participation Component (APC) to include, at a minimum, the draft APC submitted with the bid proposal. Based on the finalized APC, Canada may negotiate an Incentive Program with established targets for Indigenous Benefits, the type/value will be solely at the Crown's discretion and negotiated post Contract Award.

Also, the Contractor will be expected to submit two reports each year demonstrating results against the Aboriginal Participation Component (APC) as per criteria established in Annex F. These reports must provide details of the APC results during each respective period: the first detailing results achieved in the first six (6) months of the year and the second detailing results achieved in the last six (6) months of the year. The first report must be submitted within 30 days after the mid-year mark and the second must be submitted within 30 days after the end of the year.

As per the reporting template provided in Annex F, the Contractor will be expected to provide details of efforts and results related to Labour, Training, Goods and Services acquired from Indigenous Firms (including Subcontracting) as well as for Other Measures Benefiting Indigenous Communities.

Should the Contractor's APC Report not provide sufficient information to measure the Contractor's results against its implementation of the APC, Canada may impose penalties in the order of hold-backs up to 5% of the total contract value.

Human Resources:

The APC should be supported by a list of specific positions that may or will be staffed by members of Indigenous Peoples: i.e., through the direct employment of Indigenous Peoples by the Contractor in carrying out the work of the contract. Examples can include but are not limited to: administrative roles, management roles, technical support roles or any other function or activity in support of project activities as listed in Annex A.

Indigenous employment will be confirmed during the project based on supporting documentation provided by the Contractor to the Project Authority if applicable.

Training and Skills Development:

Contractor will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training programs for Indigenous Peoples at no additional cost under the Contract.

Business Plan Benefiting Indigenous Firms (including subcontracting):

Contractor will be evaluated on their commitment to acquire goods and/or services from Indigenous Firms as defined below. Examples of goods and services can include, but are not limited to office supplies, office furniture, software, laptops, cellular telephones and other technological devices used by the Contractor's personnel or PMSS resources supporting PSPC projects as identified in Annex A. For the purposes of this requirement, an Indigenous Firm is defined as a sole proprietorship, limited company, co-operative, partnership, or not-for-profit organization. To be considered an Indigenous Firm the following criteria must be met:

- at least 51 per cent of the firm is owned and controlled by an Indigenous Person or Indigenous Firm, and
- at least one third of the firm's employees, if it has six or more full-time staff, must be from an Indigenous Firm.

If a firm is starting a joint venture, at least 51 per cent of the joint venture must be controlled and owned by an Indigenous Firm, as defined above.

Other Measures Benefiting Indigenous Peoples or Indigenous Communities:

Contractor will be evaluated on their commitment to elaborate/implement other measures to maximize the use of Indigenous employment/firms/persons within the fields of Project Management Support Services (refer to "Attachment 1 to part 4" and "RS 1 – General Services").

Other relevant measures could include, but not limited to, specialized training, career development, scholarships and community outreach to encourage Indigenous youth to enter into the Project Management Support Services and help Indigenous Peoples or Indigenous communities in meeting their social and economic development needs.

2.2 DELETE: 10. PRIORITY OF DOCUMENTS IN ITS ENTIRETY,

INSERT:

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2035 (2018-06-21)
- c. General Conditions - Higher Complexity - Services;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Annex D, Insurance Requirements;
- h. Annex F, Template for reporting on the results of the APC;
- i. the signed Task Authorizations (including all of its annexes, if any); and

- j. the Contractor's bid dated _____, as clarified on _____ (year-month-day)" "and" ", as amended on _____(year-month-day).)

3 ADD THE FOLLOWING ANNEX F TO THE RFP

ANNEX F – TEMPLATE FOR REPORTING ON THE RESULTS OF THE ABORIGINAL PARTICIPATION COMPONENT (APC)

Report on Benefits to Indigenous Peoples, Indigenous Firms and Indigenous Communities in the Performance of the Contract.

Contractor's name: _____
 Contractor's PBN: _____
 Contract #: _____

Reporting Period: from _____ to _____ (format: 1 of January 2000)

Report prepared on: _____
 (This report supersedes any previous report concerning the reporting period.)

A) Indigenous Project Resources Employed by the Contractor

| Actual Participation – Aboriginal Participation Component | | | | |
|---|-------------|--------------|------------|-------------------|
| Indigenous Person's name | Rate of Pay | Hours Worked | Total Paid | Resource Category |
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B) On-the-Job Training, Skills Development, Apprenticeship provided by the Contractor for Indigenous Peoples

| Actual Participation – Aboriginal Participation Component | | |
|---|-------------------|--|
| Indigenous Person's name | Resource Category | Title of Training, Skills Development or Apprenticeship Provided |
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C) Sub-contract – Services from Indigenous Firms acquired by the Contractor

| Actual Participation – Aboriginal Participation Component | | |
|---|-------------|------------------|
| Indigenous Firm name | Amount paid | Service Category |
| | | |
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D) Sub-Contract – Goods from Indigenous Firms acquired by the Contractor

| Actual Participation – Aboriginal Participation Component | | |
|---|-------------|----------------|
| Indigenous Firm name | Amount paid | Goods Category |
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E) Other Benefits provided to Indigenous Communities provided by the Contractor

| Actual Participation – Aboriginal Participation Component | | |
|---|-------------|------------------|
| Indigenous Community / Contact | Amount paid | Benefit Category |
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OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.