



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St. / 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 A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ

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

Issuing Office - Bureau de distribution
Consultant Services Division/Division des services
d'experts-conseils
L'Esplanade Laurier
4th floor, East Tower
140 O'Connor Street
Ottawa
Ontario
K1A 0S5

Title - Sujet Construction Management Services	
Solicitation No. - N° de l'invitation EP751-202923/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 20202923	Date 2020-05-25
GETS Reference No. - N° de référence de SEAG PW-\$\$FE-178-78653	
File No. - N° de dossier fe178.EP751-202923	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-08	
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: Matende, Robinah	Buyer Id - Id de l'acheteur fe178
Telephone No. - N° de téléphone (873) 353-8472 ()	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

AMENDMENT 002

This amendment is issued in order to answer the following questions:

Question/Answer	Construction Management Questions and Answers
Q2	<p>SRCL Clarification</p> <p>Request clarification of the security requirements for the Construction Management Services on this project as noted below: Specifically, the Security Requirements Check List (SRCL) at Annex D of the RFP states in Part B Section 10.a. that the "Production and Storage of Protected information shall be restricted to the Prime Consultant only." This implies that the Construction Manager and personnel will only require the Reliability clearance in order to view any documents that might be at the Protected B level. However, in the same SRCL in Part C Section 11 it states that the Construction Manager is required to have Document Safeguarding (DSC) and the ability to electronically process, produce or store Protected materials under an IT Media certification. It is requested that the Contract Authority confirm that only individuals with Reliability clearances are required at the beginning of this CM Services contract, and not a DSC or IT Media capability.</p> <p>To note, the recent notices from CISD as to the significant delays caused by the COVID-19 pandemic and government directed restrictions have massively reduced the ability of CISD to respond to new clearance and DSC/IT Media capability requests.</p>
A2	Security requirements are under review.
Q3	Reference Page 31 of the Request for Proposal: "For a bid to be responsive and be assigned points, THE BIDDER MUST PROVIDE COMPLETED TABLES IN APPENDIX 4 demonstrating how they will meet the objective of each criterion." There is no Appendix 4 in the document package. Please clarify.
A3	<p>It should be Appendix H. Please see below.</p> <p>"For a bid to be responsive and be assigned points, THE BIDDER MUST PROVIDE COMPLETED TABLES IN APPENDIX H demonstrating how they will meet the objective of each criterion."</p>
Q4	Refer to Clause 2.13 (c) (d) (Page 8) which reference the Socio-Economic Bid is included with the Technical Bid, whereas Section 2.15 (Page 12) indicates the Socio-Economic Bid is included with the Financial Bid. Please clarify the intention for the Socio-Economic Bid envelope placement.
A4	<p>See change below;</p> <p>2.13 Submission and Completion of Bids</p> <p>(a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.</p> <p>(b) Facsimile copies of bids will not be accepted.</p> <p>(c) The bid should be submitted following a "two-envelope" procedure in which the Bidder provides Envelope 1- Technical and Socio-economic Bid; and Envelope 2- Socio-economic Bid and Financial Bid.</p> <p>(d) Both the Technical Socio-economic and Socio-economic Bid - Financial Bid envelopes should be enclosed and sealed together in a third envelope, the bid envelope. All envelopes should be provided by the Bidder.</p>
Q5	Form 2 – Client Reference Form asks for four projects in the Note to Bidder, and Technical Criteria R1, Section 2 (Page 19), asks for three in total (2 distinct laboratories and 1 distinct complex project). Please clarify.
A5	<p>Three projects should be proposed. See change below:</p> <p style="text-align: center;">FORM 2 CLIENT REFERENCE FORM</p> <p>Note to Bidder: The information in the table below should be provided for each of the four three projects and submitted by the Bidder.</p>
Q6	Annex A, Section 1, Clause (a),(i) states that the fixed fee is to include "standard office expenses such as any photocopying, computer and software costs, internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies...". Please confirm that this is for all required off-site facilities only, as it appears that Section 2, Clause (b),(ii),(q) states that on-site office locations are part of the "Construction Costs".
A6	Yes, expenses listed under section (a)(i) are for all required off-site facilities and the ones listed under Section 2, Clause (b),(ii),(q) are for the construction site
Q7	Refer to Annex B, please confirm if the Firm Hourly Rates on Table 4 are to include all incurred overhead costs, such as travel and accommodations?
A7	Travel and accommodation costs shall be paid under the Fixed Fee arrangement
Q8	In ANNEX C – Terms of Reference Clause 1.3 (b) it reads that the CM must "Provide temporary services and Site facilities, Site security, traffic management, management of the waste and management program for the

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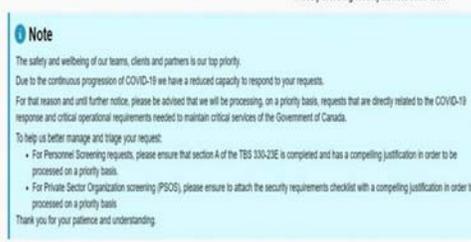
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	<p>Site; protection, hoarding and screening, fencing, cranes and lifts; building and temporary services, system, and equipment maintenance, and other miscellaneous Work related to managing a construction Site adjacent to other buildings or public areas;"</p> <p>Further, in Clause 11.7,(a), it reads that the CM must "Provide cleaning services throughout the life of the Contract".</p> <p>Are these services provided directly by the CM under their own direct procurement practices and/or self-performed with their own workforce or are these services that will be procured under the general procurement plan to be developed after award?</p>
A8	<p>In general, the CM's procurement plan (ToR section 10.10.1) is to describe the procurement strategy and processes for all CM solicitations. The CM's Human Resource Plan (ToR section 9.7 and 10.7) is to describe the staffing plan for the project.</p> <p>Labourers could be used for traffic management but could also be part of a security services tender. Ongoing maintenance (e.g. washroom servicing, waste removal, etc.), overall site hoarding, cranes and lifts to facilitate sub-trade activities would form part of the CM's procurement plan and tenders.</p>
Q9	<p>Current impacts of COVID-19 pandemic have resulted in different requirements for commercial activity by province.</p> <p>Due to significant uncertainty at the time of submission and likely extending into the period of the work, these regulatory requirement may prevent or restrict our activities.</p> <p>Can the Contracting Authority advise proponents on the assumptions to be made over access to work and ability to work at the time of Award in British Columbia, Manitoba, and Ontario?</p> <p>Can the Contracting Authority advise the proponents on the mechanism to address any impacts that may result from COVID-19 pandemic impacts during the course of the work?</p>
A9	<p>Bidders should assume business as usual for the purpose of submitting their bid. Additional costs due to COVID19 will be assessed on a case by case basis.</p>
Q10	<p>Regarding the above Buy and Sell solicitation. Laboratories Canada Western Regional Projects - Construction Management Services (EP751-202923/A) - List of Interested Suppliers</p> <p>The call for interested suppliers indicates that the region where work is required in British Columbia and the National Capital Regions. The rest of the add references Sidney British Columbia as being the location of work.</p> <p>Would it be possible for you to clarify where the delivery of services will be required? XXX is interested in offering a quote for services but just needs to determine exactly where the work would be.</p>
A10	<p>The CM will be expected to provide services at Sidney British Columbia, Manitoba and participate in meetings and workshops in Vancouver and the NCR. Please refer to project brief section 1.4.12 (Local Office) and 8.1</p>
Q11	<p>RFP Requirement: The Part 5.1 of the RFP indicates that "At bid closing, the Bidder must hold a valid Security Clearance as indicated in Part 6- Resulting Contract Documents. Failure to comply with this requirement will render the Bid non-responsive and no further consideration will be given to the Bid." (Pg 38)</p> <p>Situation: At this time, XXX does not have the required Industrial Security Clearance. We are a national, \$XXX publicly traded firm that has secured high level security clearance for multiple organizations including YYY, so we anticipate we will be able to achieve it- but not in time for the RFP proposal submission deadline.</p> <p>We see from the website provided that there is the option to fast track an application, but also that COVID has impacted processing times. See screenshot below:</p>  <p>*Obtained from: https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html</p> <p>Question/RFI: If we can submit our application in advance of the bid, so that it is in the process of approval, will that be sufficient to submit our proposal and be considered for evaluation?</p>

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A11	The security requirements must be met by bid closing (RFP section 5.1 of PART 5 SECURITY). It is recommended that proponents begin the application process as soon as possible. Contact the Contracting authority for questions regarding the application process. A link is attached https://www.tpsgc-pwgsc.gc.ca/esc-src/formulaires-forms/esosp-psos-eng.html
Q12	Would it be possible to submit the proposal electronically? With COVID protocols we are still working remotely. We can offer a link to a secured FTP site where you can access our proposal.
A12	<p>Yes, we will allow for electronic submission of bids. An amendment containing both the instructions on how to sign up for <i>epost</i> (<i>including electronic bond submission</i>) and the changes required to our tender documents will be posted on Buyandsell.gc.ca</p> <p>Electronic bonding should be done through a bonding firm. A scanned copy of the bonds will not be acceptable. Please refer to list of Treasury Board Appendix L, Acceptable Bonding Companies https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#appl</p>
Q13	<p>Section 2.17 of the RFP states that construction cost estimate includes disbursements as does Clause 1.3.2 of Annex C, Terms of Reference. At the end of the Annex B pricing tables, the Base Contract Value calculation states the disbursements are added to the estimate construction cost.</p> <p>Please confirm if the disbursements, specifically the values in Table 6 of the pricing tables are included or excluded in the \$44.1 Million estimated construction costs noted by the RFP.</p>
A13	<p>The following sections are amended as follows:</p> <p>- section 1.3.2 Cost of the Project Brief *Includes design contingency, construction contingency, escalation contingency and disbursements. Excludes CM fees and risk.</p> <p>- section 2.17 Breakdown of the Contract of PART 2 – BIDDERS INSTRUCTIONS: *Includes: design contingency, construction contingency, escalation contingency and disbursements. Excludes: consultant fees and risk.</p> <p>- At ANNEX A BASIS OF PAYMENT</p> <p>(b) <u>Percent Construction Fee</u> The Percent Construction Fee includes:</p> <ol style="list-style-type: none"> The Contractor's percentage mark-up for overhead, profit and general administration costs on the Construction Cost. All costs that have not been identified for reimbursement under the Basis of Payment – (1.a) Fixed Fee, (1.c) Additional Personnel, (2) Construction Costs and (3) Allowable Disbursements. The Percent Construction Fee will be paid in arrears for each progress claim submitted in accordance with GC5 - Terms of Payment, during the Term of the Contract. The value of the Percent Construction Fee for the payment period will be based on the construction cost of the work actually incurred during that period.
Q14	<p>Refer to Part 6 – RESULTING CONTRACT CLAUSES, which lists the specific contract documents for this Request for Proposal. This list of General Conditions and clauses, noted in Section 6.3, does not include a "limitation on liability for" clause.</p> <p>As this is a construction management contract, we recommend the standard N0001C form from SACC Manual be incorporated into the contract documents with a limitation on liability at 100% contract price.</p>
A14	Refer to sections GC 1.6 and GC 1.7 of General Conditions (GC) 1 – Construction Services (R2810D)
Q15	<p>"Our organization consists of separate business units operating in each province. We will form a project-specific joint venture to complete the projects.</p> <p>Each of our business units has the required organizational registrations and DSC requirements as stated in the RFP. It is requested that PSPC confirm that the separate registrations of each of our provincial entities involved in the joint venture will meet the industrial security requirements as stated in the RFP, and a new separate registration of the Joint Venture is not required."</p>
A15	<p>If the joint venture is a separate legal entity, it will need to be registered and sponsored into the Contract Security Program as such in order to apply for the security clearance. The joint venture will be expected to meet security requirements by bid close</p> <p>If the joint venture is not a legal entity but only 2 organizations that are bidding together on a contract then both organizations need to meet the security requirement indicated on the SRCL. The only exception is if there is a Document Safeguarding Capability (DSC) security requirement on the SRCL. If only one of the organizations has DSC, it will be indicated on the contract that the work can only be performed at a specific address where the DSC is approved.</p>

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<p>Q16</p>	<p>“Our organization consists of a large number of commercial business units, created by jurisdictional boundaries to address commercial issues such as tax reporting, regional labour agreements, and applicable trade agreements. All of these business units are solely owned by our parent company.</p> <p>Our British Columbia business unit is the only segment of the organization able to undertake trade work in that province due to existing labour agreements. It is not able to operate in Manitoba on the Winnipeg project.</p> <p>Our Manitoba business unit has significant experience with federal and medical laboratory construction, however it is not eligible to operate in British Columbia.</p> <p>Section R1, Sentence 4, Clause (ii) states “If the entity is not directly involved in the delivery of the services under the representative project, the representative project will not be evaluated”.</p> <p>To address the requirements of the RFP as effectively as possible, we propose to utilize the construction management staff from Manitoba for both Sidney, BC and Winnipeg, MB. The contract entity for Sidney, BC will be our British Columbia business entity. The contract entity for Winnipeg, MB would be our Manitoba business entity. The RFP response will be submitted by our British Columbia entity with this proposed contracting arrangement.</p> <p>Can the Contracting Authority provide clarification that Section R1, Sentence 4, Clause (ii) can be amended to “If the entity, or its affiliated commercial entities which are solely owned by the same parental entity, are not directly involved in the delivery of the services under the representative project, the representative project will not be evaluated”? “</p>
<p>A16</p>	<p>The wording in 4 (ii) remains as is.</p> <p>If the different entities form a joint venture, <i>experience by any member of the Joint Venture will be evaluated as experience of the Proponent.</i></p>