



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. 004
Client Reference No. - N° de référence du client 20202923	Date 2020-06-02
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 2020-06-22	
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: 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 004

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

Question/Answer	Construction Management Questions and Answers
Q17	<p>XXX has noticed a trend toward solely electronic submissions of proposals across the country in recent months. Not only does the move to only an electronic submission ensure PWGSC recipients are safe from any transmission of COVID-19 virus that might be otherwise transmitted via a paper submission, electronic only submissions ensure proponent staff are able to avoid the printing and assembly of responses that often necessitate working in groups where social distancing is difficult. Additionally, moving toward a single electronic submission format would further support "Canada's Policy on Green Procurement". Would PWGSC consider changing the submission format requirements to solely an electronic format?</p>
R17	<p>Yes, we will allow for electronic submission of bids. An amendment containing both the instructions on how to sign up for epost (<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>
Q18	<p>Considering the disruption to "normal" business activities as a result of the COVID-19 crisis across the country, would PWGSC consider a two week extension to the submission deadline to June 9th?</p>
R18	<p>Refer to the extension posted in amendment 003</p>
Q19	<p>Considering that the Schematic Design is available to the proponents responding to the Architectural and Engineering Services for the same project, we ask that you please make the same available to XXX as we believe this will greatly inform our Construction Management Services submission.</p>
R19	<p>Yes, the schematic design is available for download.</p> <p>Please contact the <u>Contracting Authority</u>, providing an e-mail address and a link will sent to you to be able to download the schematic design report.</p>
Q20	<p>Refer to GC 7.2.5, no clause exists for Contractor's ability to terminate the contract for justifiable causes, except if suspended over 60 days. GC7.2.5 stipulates, "If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions, solely related to resuming the work agreed upon by Canada and the Contractor. Canada will pay the extra costs reasonably incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 "Determination of Price". If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, or the amount of any extra costs to be paid, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".</p> <p>There is no provision for Contractor's right to terminate for Owner's failure to pay when amounts become due.</p> <p>Please consider adding the following clause to the Contract:</p> <p><i>The Contractor may notify the Owner in writing that the Owner is in default if the Owner fails to pay the Contractor when amount is due. The Contractor's written notice shall advise the Owner that if default is not corrected in 5 working days immediately following receipt of written notice, the Contractor may without prejudice to any other right or remedy he may have, stop the Work or terminate the Contract. If Contractor terminates the Contract under above conditions he shall be entitled to a reasonable profit and other damages sustained as a result of such termination.</i></p>
R20	<p>PWGSC will not add the suggested clause to the Contract. Delayed payments are addressed under R1230D GC 5.5 (2011-05-16) Delayed Payment</p>
Q21	<p>Refer to GC6.5.1, which states, upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.</p> <p>Refer to GC6.5.3, which states Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.</p> <p>Causes beyond control of Contractor only provide time extensions to a project. Cost impacts would be borne by the Contractor.</p> <p>Please consider adding the following clause:</p>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de

EP751-202923/A

004

fe178

Client Ref. No. - N° de ref. du client

File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

	<p><i>Potential impacts, costs, charges, delays, or other schedule changes may arise due to the Coronavirus Disease 2019 (COVID-19) or any similar epidemic/pandemic (collectively referred to as "public health emergency"). These costs include, but are not limited to: (1) any escalation or increases in the prices of any materials, equipment, labor, or services used in the performance of the Work; (2) schedule impacts; (3) acceleration; (4) additional labor supervision, overhead, or general conditions; and (5) any and all other delays or Work inefficiencies. In the event of any Change in the performance of the Work caused directly or indirectly by a public health emergency, a Change Order shall be issued in accordance with the Changes provisions providing an equitable adjustment in the Contract Price and Time (including acceleration) for the performance of the Work.</i></p>
R21	<p>PWGSC will not add the suggested clause to the contract. No payment, other than a payment expressly stated in the Contract, will be made for any costs associated with delay even if such delay is caused by circumstances beyond the control of the Contractor set out in GC6.5.3.</p>
Q22	<p>Refer to GC4.2.1, which states GC4.2 states that the Contractor shall do whatever is necessary to ensure that "d. the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance.</p> <p>With exception to Owner's suspension of the Work noted in GC 7.2.5, the contract does not provide payment to the Contractor for costs impacted due to items that are "beyond the control of the Contractor" (refer to GC6.5.1 below). With the known COVID-19 pandemic, such costs may not be known until the impact actually occurs. Therefore, in order to act reasonably, relief should be entitled to the Contractor for such costs.</p> <p>Please consider adding the following clause:</p> <p><i>Potential impacts, costs, charges, delays, or other schedule changes may arise due to the Coronavirus Disease 2019 (COVID-19) or any similar epidemic/pandemic (collectively referred to as "public health emergency"). These costs include, but are not limited to: (1) any escalation or increases in the prices of any materials, equipment, labor, or services used in the performance of the Work; (2) schedule impacts; (3) acceleration; (4) additional labor supervision, overhead, or general conditions; and (5) any and all other delays or Work inefficiencies. In the event of any Change in the performance of the Work caused directly or indirectly by a public health emergency, a Change Order shall be issued in accordance with the Changes provisions providing an equitable adjustment in the Contract Price and Time (including acceleration) for the performance of the Work.</i></p>
R22	<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>
Q23	<p>Ref: Section R2710T, G108 states a bid bond is required for our submission. Ref. Section R2890D, GC9.2 mentions requirements for 50/50 bond. Please confirm if the bonds stated above are applicable as this RFP seems to be for a service contract.</p>
R23	<p>Bonds must be submitted with the bid</p>
Q24	<p>Ref. Clause 1.2, 3rd paragraph states that this is a service contract and CM is not to behave like a general contractor. However there are contract conditions that implies that the CM is the Contractor and is taking on the risk that one wouldn't see in a typical service contract. Is it possible to clarify the intent of the contract?</p>
R24	<p>Yes, the CM is the Contractor/Constructor as well as providing the services of a CM. The statement is to make clear to the bidder that they must provide the services required of a Construction Manager, not simply take on the role of a General Contractor. This is a CM at risk contract.</p>