



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. 006
Client Reference No. - N° de référence du client 20202923	Date 2020-06-18
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 2020-06-26	
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

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AMENDMENT 006

This amendment is raised to extend the solicitation closing date, respond to questions and make changes to the RFP

The closing date of the Request for Proposal (RFP) is extended to June 26, 2020 at 2:00 pm

Question/Answer	Construction Management Questions and Answers
Q1	<p>Refer to the Indigenous Benefits Plan – This section appears to be created with a General Contractor in mind and not a Construction Management project delivery model. Please provide direction on how to proceed with the below questions/comments as it appears that this section is written for a conventional Design-Bid-Build project with a fixed price and plans, not a Construction Management Project:</p> <ol style="list-style-type: none"> Section 3.5.1 Training – Please confirm that costs associated with the provided training are part of the Construction Cost and will be reimbursed to the Construction Manager? Section 3.5.2 Labour – How can the CM provide a total number of hours to directly employ Indigenous People if we may not be directly performing trade, archaeological services, security, traffic control, etc. based on the designated procurement plan? Section 3.5.3 Goods and Services – As the CM is not the general contractor on the project, we are unable to provide a percentage of the total bid for goods and services to be provided by Indigenous Firms. Section 3.5.4 Other Benefits – Please provide the definition of "Total Bid".
R1	<ol style="list-style-type: none"> Costs associated with Training will be part of Disbursements The CM could employ Indigenous People as project managers, superintendents, administration, BIM technicians, etc. The CM could include in their solicitations to trade contractors a requirement to have a percentage of the work done by Indigenous People. see amendment below **
Q2	<p>Refer to RFP Clause GC5.10.2. If the Contractor does not complete the Work by the day fixed for its completion but completes thereafter, the Contractor shall pay Canada an amount equal to the aggregate of:</p> <ol style="list-style-type: none"> all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay; the cost incurred by Canada as a result of the inability to use the completed Work for the period of the delay; and all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion. <p>Assessments and damages not defined as a \$ (dollar) value, hence too broad and punitive.</p> <p>PCL recommends a predetermined cost for liquidated damages (e. g. \$2,000 per business day) be considered in place of items a., b., and c. collectively.</p>
R2	Canada does not accept the suggested change
Q3	<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>
R3	Security requirements remain the same

AMENDMENTS

THE FOLLOWING CHANGES ARE EFFECTIVE IMMEDIATELY

1. AMENDMENT TO CRITERIA 3.5.3 & 3.5.4

REFER TO RESPONSE 1 (d) (R1) ABOVE

These Criteria have been modified by replacing percentages (%) with amounts in dollar (\$) values as highlighted below

3.5.3	<p>GOODS AND SERVICES PROVIDED BY INDIGENOUS FIRMS (including subcontracting): Bidders will be evaluated on their commitment to offer goods and/or services from Indigenous Firms as defined below.</p> <p>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:</p> <ul style="list-style-type: none"> • at least 51 per cent of the firm is owned and controlled by the Pauquachin, Tseycum, Tsartlip, Tsawout, and Malahat First Nations, and • at least one third of the firm's employees, if it has six or more full-time staff, must be from the Pauquachin, Tseycum, Tsartlip, Tsawout, and Malahat First Nations. <p>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.</p> <p>The Bidder represents and warrants that:</p> <p>No less than \$ _____ will benefit the Pauquachin, Tseycum, Tsartlip, Tsawout, and Malahat First Nations</p> <p>The dollar values should be supported by a list of specific Indigenous Firms that can be confirmed by the designated representatives of the Pauquachin, Tseycum, Tsartlip, Tsawout, and Malahat First Nations, respectively.</p> <p>To establish the score for Good and Services, each responsive bid will be prorated against the bidder proposing the highest values of indigenous content, with the proposal committing to the highest percent of indigenous content receiving full points.</p> <table border="1" data-bbox="386 997 982 1123"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Amount committed to Indigenous Firms</td> <td>\$114,000</td> <td>\$76,000</td> <td>200,000</td> </tr> <tr> <td>Calculation of points</td> <td>114/200 = 57% of total points available = 8.55</td> <td>76/200 = 38% of total points available = 5.7</td> <td>200/200 = 100% of total points available = 15</td> </tr> </tbody> </table>		Bidder 1	Bidder 2	Bidder 3	Amount committed to Indigenous Firms	\$114,000	\$76,000	200,000	Calculation of points	114/200 = 57% of total points available = 8.55	76/200 = 38% of total points available = 5.7	200/200 = 100% of total points available = 15	/15
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3.5.4	<p>Other Benefits</p> <p>Proponents will be evaluated on their commitment to offer other benefits such as internships, bursaries, scholarships, etc. to Indigenous People belonging to the Pauquachin, Tseycum, Tsartlip, Tsawout, and Malahat First Nations at no additional cost under this Contract.</p> <p>To establish the score for Other Benefits, each responsive bid will be prorated against the Proponent proposing the highest value of indigenous content, with the proposal committing to the highest percent of indigenous content receiving full points.</p> <table border="1" data-bbox="386 1344 982 1480"> <thead> <tr> <th></th> <th>Proponent 1</th> <th>Proponent 2</th> <th>Proponent 3</th> </tr> </thead> <tbody> <tr> <td>Amount committed to Indigenous Firms in the form of other benefits.</td> <td>\$57,000</td> <td>\$38,000</td> <td>\$100,000</td> </tr> <tr> <td>Calculation of points</td> <td>57/100 = 57% of total points available = 8.55</td> <td>38/100 = 38% of total points available = 5.7</td> <td>100/100 = 100% of total points available = 15</td> </tr> </tbody> </table>		Proponent 1	Proponent 2	Proponent 3	Amount committed to Indigenous Firms in the form of other benefits.	\$57,000	\$38,000	\$100,000	Calculation of points	57/100 = 57% of total points available = 8.55	38/100 = 38% of total points available = 5.7	100/100 = 100% of total points available = 15	/15
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2. AMENDMENT TO TABLE 4 OF APPENDIX B - PRICING TABLES

ADD the following additional Personnel/Services to Table 4

Construction Manager	\$
Senior Superintendent	\$
Design Manager	\$
Time Manager	\$
Cost Manager	\$
BIM Manager	\$
Security Officer	\$
Administration Officer	\$

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3. AMENDMENT TO APPENDIX B OF THE TERMS OF REFERENCE

Add the Highlighted DEFINITIONS

APPENDIX B - TERMS

The following terms and abbreviations are used in this document:

Baseline	The original plan and/or schedule approved by the DR (for Project, DP, or activity), plus or minus approved scope changes.
Building Information Modelling (or Modeling)	The process and technology used to create Models.
Building Information Modelling (or Modeling) Execution Plan (BXP)	A document developed collaboratively by the Project Team to establish standardized procedures, conventions and guidelines with agreed targets for responsibility, timely delivery, exchange, and reuse of the Model.
BIM Manager	The single individual having responsibility and control over all aspects of the Contractor's and Subcontractor's BIM Model(s), in full coordination with the Architectural and Engineering Services (design) team, within the approved parameters of the project.
Construction Documents	Includes Project specific specifications and Drawings and includes Models or Model Elements.
Construction Manager, or Contractor	Means the person(s) or entity(ies) identified and authorized by the PWGSC to perform the construction management services and Construction Services for work under this Contract.
Construction Manager	The single individual identified as having overall control and accountability for all construction management services for the LC program of work and for each sub-project. The individual has a thorough understanding of federal or provincial government real property project planning and delivery. Beyond the responsibilities typically assumed by a senior manager or executive, the Construction Manager shall personally spearhead on a hands-on basis, the active management of the entire construction management team;
Contracting Authority	Means the individual delegated by the Minister of PWGSC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract. The delegated individual is responsible for the management of the Contract. Any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.
Cost, or Contract Cost Principles	The principles used to determine reasonable direct and indirect costs related to the Contract, as defined at the following website: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6
Cost Consultant	The entity in contract with PWGSC engaged to provide independent cost planning, estimating, control and quality assurance services directly to PWGSC.
Cost Manager	The single individual responsible to analyze and manage all activities related to cost planning, estimating, monitoring and control for the entire construction program of work including those aspects that influence the design, and the ongoing coordination with the construction management time and risk management services; and
Critical Activity	Any task/activity on a Critical Path.
Critical Path	A series of tasks/activities that determines the longest duration of the Project.
Critical Path Method	A network analysis technique used to predict Project duration by analyzing which sequence of activities (which path) has least amount of scheduling flexibility (least amount of Float).
Design Package	The part of the overall work for the Project that is specific to a limited number of trades or even one trade and is prepared by the Consultant to acquire or construct one or more building element and/or to acquire and construct install one or more laboratory casework or FF&E element.
Design Manager	The single individual responsible for providing overall, coordinated, cross discipline input from a contractor's perspective, to prioritize, orient and influence the proposed design solutions from a constructability and execution standpoint, within the cost, schedule, quality, and risk parameters approved for each project;

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Design Team	The combined forces of the Consultant, Sub-Consultant(s), and Specialist Consultant(s).
Drawings	The 2D Drawings generated from the Model and traditional 2D Drawings not generated from the Model.
Float	The amount of time that an activity may be delayed from its early start without delaying the Project finish date. Float is a mathematical calculation and can change as the Project progresses.
Model	A digital representation of the physical and functional configuration, characteristics or attributes of the Project or a portion of the Project.
Model Element	Means a part of the Model representing a portion of the Project or a system or assembly within the Project or the Project site as well as data sets.
Monitoring	The capture, analysis, and reporting of Project performance, usually as compared to plan.
National Master Specification	The standard framework used for writing construction project specifications for this Contract.
Network (Logic) Diagram	A schematic display of logical relationships of Project activities and is always drawn from left to right to reflect Project chronology.
Project	All the CM's services and Work required to fulfill the CM's services described in the Contract, including additional or incremental sub-Projects.
Project Management Support Services consultant	The entity contracted by PWGSC for project management support services for this Project directly to PWGSC.
Project Team	The combined private sector and government sector teams responsible for delivering the Project including the Design Team, the Project Management Support Services consultant, the Cost Consultant, the Construction Manager, the Departmental Representative, and the Clients'/Users' representatives.
Science Cluster	A group of science programs within a LC Science Facility, designed and built to meet the specific needs of the Science Partners for that facility.
Science Facility	Real property and infrastructure in its entirety, inclusive of base building, fit-up and surrounding property.
Science Partners	As applicable to each Science Cluster, the Place of the Work, a combination of federal science-based department(s) and agency(ies), including but not limited to: Natural Resources Canada; National Research Council; Canadian Conservation Institute; Parks Canada Agency; Canadian Food Inspection Agency; Health Canada; and the Royal Canadian Mounted Police.
Site, or Place of the Work	Means the designated site or location of the work identified in the Contract documents or by the Departmental Representative.
Specifications	Are that portion of the Construction Documents consisting the written technical requirements and standards for the Work of the Contract as prepared by the Consultant or Construction Manager, as applicable.
Senior Superintendent:	The single individual responsible for the overall planning and definition, sequencing and prioritization, management, and overall control of the construction operations of each project;
Time Manager	The single individual responsible to analyze and integrate all activities related to time planning and scheduling into comprehensive network diagrams and bar charts, and for the ongoing time management monitoring and reporting of the entire construction program including those aspects that influence the design, and the ongoing coordination with the construction management cost and risk management services;