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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. 008
Client Reference No. - N° de référence du client 20202923	Date 2020-06-24
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	
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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de

EP751-202923/A

008

fe178

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

File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

AMENDMENT 008

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

Question / Answer	Construction Management Services Questions and Answers
Q1	<p>Ref Table 2, Annex B – the number of months (42 months) includes both preconstruction and construction durations. Please clarify how the submissions will be evaluated on an “apples for apples” comparison if all the bidders are making their own assumptions on the duration of the preconstruction services which ultimately has an impact on the construction timeline for this project?</p> <p>As the monthly cost of preconstruction services is typically lower than the construction services we are at risk that the blended rate may not fully cover the cost of services for construction. Our suggestion is that the preconstruction and construction services be separated with their respective rates and durations (provided by PWGSC) so that any adjustments can be easily made. This will also ensure a fair evaluation process as all the financial submissions will be based on the same durations. Please advise?</p>
A1	<p>Bidders will need to assess how much effort is required during the preconstruction and construction stages to determine a monthly fee that will apply for the full project duration. The milestones tables is Annex C Section 1.3.3 may assist with this assessment.</p> <p><u>AMENDMENT TO APPENDIX A – BASIS OF PAYMENT – Section 1(a)</u> <u>Fixed Fee</u></p> <p>ADD the following:</p> <p>Given the reduced effort at the start of design, for the first 6 months of the 42 month period the fixed fee shall be reduced to 50%.</p>
Q2	<p>Ref Annex C – Terms of Reference, Section 8.1 Meetings and Workshops For project meetings, design meetings, workshops and presentations all due to be held at the LC Office in Ottawa; would virtual attendance using a secure platform for some or all attendees be permitted, or should the percentage fee be deemed to include all required travel and expenses?</p>
A2	<p>Not all project meetings will be held in Ottawa as per Annex C Terms of Reference, Section 8.1. It is expected that all required members attend in person. Virtual attendance can be discussed after contract award. The fixed</p>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de

EP751-202923/A

008

fe178

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

File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

	fee includes travel and accommodation costs related to the Work for the duration of the Contract;
Q3	Ref the standard PWGSC General Condition 4.4 (2008-05-12) Contaminated Site Conditions Is any information, or geotechnical survey data available for the Sidney and Winnipeg sites, so that we can assess the risk of a schedule impact due to a contaminated site condition?
A3	An Environmental Site Assessment for the Sidney project is available for download. A geotechnical report is also contained within the Sidney Schematic Design. No reports exist for the Winnipeg project. Please contact the Contracting Authority, providing an e-mail address and a link will sent to you.
Q4	What is the validity period to accept the Winnipeg Project Option? How will escalation be addressed for staffing and associated costs, as we are unsure when this project will start and this will affect our fixed fees.
A4	Please see Annex C (Terms of Reference) Section 1.3.3.3 The monthly fee for optional projects shall remain unchanged irrespective of when the option is exercised.
Q5	Are we expected to include escalation of all staffing and associated costs in our fixed monthly fees?
A5	The monthly fee is to be constant for the entire project duration.
Q6	For the Sidney Project \$20M option, are we expected to include required staffing and associated costs or will we be able to add costs later via Table 4 Additional Personnel / Services?
A6	No adjustments will be made to the monthly fee or to Annex A Table 4 for Additional Personnel/Services as a result of changes to construction costs. Increases to the construction costs will result in a larger base in which the percentage fee will be calculated.
Q7	We have assumed that 2 Key Individuals / Project Team Members will attend one workshop / meeting per month in Ottawa. All other project staff will attend via video conference as needed. Please confirm this is acceptable.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de

EP751-202923/A

008

fe178

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

File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

A7	It is required that all required members attend in person. Virtual attendance can be discussed after contract award. Please keep in mind meetings are bi-weekly not semi-monthly.
Q8	We recommend that Travel and associated costs be removed from the Fixed Monthly Fees, and be included as part of the cost of the work as a reimbursable item, due to uncertain travel and accommodations costs caused by COVID-19. a. This will enable the project team to determine the actual needs during the Pre-Construction phase and adjust accordingly. b. We propose to develop a Cash Allowance for Travel.
A8	Travel and accommodations costs shall remain part of the fixed monthly fee.
Q9	Please confirm Bonds are not required for this RFP response. Table 6 Cash Allowance includes Bonding.
A9	Bonds must be submitted with the bid Refer to section R2710T, GC108 Refer to amendment 004 and amendment 005
Q10	Answer to Q3 in Amendment 8 doesn't provide the evaluation criteria for Appendix F. Our concern is that if the evaluation criteria are not clearly laid out, there is the potential for some proponents to and make commitments without a clear mechanism for PSPC to fairly assess the backup information.
A10	Appendix F, <i>Voluntary Report for Apprentices employed during the contract</i> , is not required at bid close so the information required in the report is not subject to evaluation before contract award. As stated in the response to question 3 of Amendment 008, proponents are required to provide proof of engagement with the five Nations mentioned in the RFP to determine business capacity, need for training and employment and other benefits. The score (for example in SRE 3.2.7.2) may be adjusted in accordance with the backup documentation provided by the proponent). The report (annex F) is a further step in ensuring compliance with the successful proponent's proposed Indigenous Benefits Plan.
Q11	Answer to Q18 in Amendment only clarifies that Canada holds the Proponent accountable for insurance. However, there is a huge cost to proponents to either carry insurance for subs (and high legal exposure) or for smaller Indigenous subs, with limited scope, that don't have the ability to carry such expensive insurance requirements. We were looking for latitude on insurance requirements to support small and start up Indigenous businesses.
A11	Insurance requirements remain the same

Solicitation No. - N° de l'invitation

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Buyer ID - Id de

EP751-202923/A

008

fe178

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

File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

Q12	For SRE 3.2.7.3- labour, the wording is unclear on whether the employment opportunities need to be tracked back to this project at Sidney only? When we look at the Sidney project, it translates to +/- 6 Full Time Equivalent (FTE) staff over the 3.5 years. That isn't to say that only 6 staff will work on the project. It's one of the ways that consultants look at staff loading. So when we look at labour opportunities for Nation members, it is proving difficult to commit to long term and sustainable employment opportunities (which I believe is the intent of the IBP). Between my colleagues and I, we are split between the commitment being restricted to just the Sidney project or whether we can provide additional labour hours with Nation members working on other projects that we can assign them to.
A12	Tracking of employment opportunities will apply to projects listed under this RFP (i.e., Sidney and Winnipeg)
Q13	SRCL Clarification 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. 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.
A13	Clarification to Annex D Security Requirements Check List (SRCL) The security requirements expressed in the SRCL as appended to the RFP are a requirement of the Prime contractor at all times during the life of the contract. The Prime Contractor, should foremost keep in mind that they must adhere to the directions given in the Industrial Security Manual (ISM) and should also keep foremost in mind that they will be accountable for maintaining security during the life of the contract. Within the ISM, it indicates that any subcontracts to be issued <u>that contain a security</u>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

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EP751-202923/A

008

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File No. - N° du dossier

CCC No./N° CCC

20202923

FE178.EP751-202923

requirement must be processed through the Contract Security Program (CSP) – Industrial Security Sector (ISS)¹. The security requirements executed with the Prime are not necessarily required of a subcontractor²; for instance, the Prime may decide that a subcontract for a hydrological survey may have zero sensitive information (a.k.a. Protected information) and therefore there is zero requirement for Document Safeguarding measures. However, because of the possibility of accidental oversight of sensitive information at the Prime Contractor's site office – there is a requirement for the personnel conducting the hydrological survey to have a valid Reliability Status. These requirements – which are clearly dissimilar to the security requirements between the Crown and the Prime – would be expressed in the SRCL between the Prime and the Subcontractor; and that SRCL shall be processed by CSP-ISS as provided in the Industrial Security Manual.

¹ Industrial Security Manual, section 104.1.b

² Industrial Security Manual, section 703.4