

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 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5

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 mandatory security requirement

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

Issuing Office - Bureau de distribution
Construction Services Division/Division des services de construction
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

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|--|---|
| Title - Sujet Government Conf.Centre, CM Services | |
| Solicitation No. - N° de l'invitation EP760-140543/B | Amendment No. - N° modif. 004 |
| Client Reference No. - N° de référence du client 20140543 | Date 2013-11-10 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$\$FG-354-63629 | |
| File No. - N° de dossier fg354.EP760-140543 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-18 | |
| Time Zone Fuseau horaire Eastern Standard Time EST | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Churchill, Gerald | Buyer Id - Id de l'acheteur fg354 |
| Telephone No. - N° de téléphone (819) 956-3904 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Government Conference Center 2 Rideau Street Ottawa, Ontario | |

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 |

A) QUESTIONS AND ANSWERS**B) AMENDMENT TO THE TENDER DOCUMENTS****A) QUESTIONS AND ANSWERS**

Question 3: GI01 states that Applicable Taxes are taxes “as of April 1, 2013”. As applicable taxes are excluded from the Bid Amounts on the Bid and Acceptance Form, this statement intimates that bidders would have to include any taxes or changes in taxes occurring between April 1, 2013 and the actual bid closing date. The interim time frame puts proponents at possible risk for tax changes (that would not, by definition, be excluded) occurring between the two dates. Please consider changing this specific date under GI01 to read “as of the bid closing date”.

Response 3: Refer to the Amendment below.

Question 4: In SRE 2 Technical Bid Submission Requirements and Evaluation; Under 2.3 Management of Services, minimum staffing requirements for Stage A Services (approx. \$1,800,000 worth of work) includes both a Senior Project Manager and Project Manager, conversely, Stage B Optional Services (approx. \$90,000,000 worth of work) requires a minimum staffing allocation which includes only a Senior Project Manager and not a Project Manager. Can you please explain (or confirm) the differing minimum staffing requirement relating to project management personnel between the two stages of the project?

Response 4: Stage A requires significant up front planning for the project as a whole and therefore the minimum staff indicated are required.

For Stage B we will also require, as a minimum, one dedicated Project Manager in addition to the Senior Project Manager.

Refer to the Amendment below.

Question 5: In SRE 2 Technical Bid Submission Requirements and Evaluation; the manner in which the minimum staffing references are written within Section 2.3 Management of Services means that full time minimum staffing positions are to be maintained until the completion of the project. Keeping in mind that no work is anticipated on site, certainly during the last six month of the provided schedule, the inclusion of several senior site supervisory staff during this period seems somewhat excessive. Can you please confirm (or address) the minimum staffing levels (the six identified individuals) to be carried by the proponent until the end of December 2018 (i.e. to the end of Post Construction Services)?

Response 5: The minimum staff identified for Stage B services are intended to be in place from the start of Stage B services through to Substantial Completion. Refer to the Amendment below.

Question 6 : In SRE 2 Technical Bid Submission Requirements and Evaluation; the statement “Excess resources without adequate justification may result in a reduced score” is somewhat difficult to qualitatively or quantitatively interpret. Can you explain the yardstick to be utilized to assess how “excess” and “adequate” will be evaluated within the evaluation process?

Response 6: It is the Bidders responsibility to right size the Bidders team for a project of this stature , complexity, and limited time frame. Refer to the Amendment below.

Question 7: In SRE 2 Technical Bid Submission Requirements and Evaluation; within 2.4 Management of Challenges and Issues, proponents are requested to provide a detailed construction schedule based on the information disclosed in the RFP. There are four various options presented in Attachment 1 (the design brief). Which option are the proponents to select in developing their detailed schedule? This will also be relevant in the creation of work packaging strategy within the same section.

Response 7: For the purpose of bid evaluation, Bidders are to provide the schedule required by SRE 2.4 a) for Option A as presented in Attachment 1 of the Terms of Reference.. Refer to the Amendment below.

Question 8: In SRE 2 Technical Bid Submission Requirements and Evaluation; the detailed schedule requirement would also be multiple pages in length. This schedule component has not been excluded from the thirty (30) page limit described in SRE 1. Can you please confirm whether the detailed schedule is excluded from the thirty page limit and included as an Appendix, or if it is to be included in the current thirty page limit?

Response 8: The detailed schedule will be excluded from the thirty (30) page limit. Refer to the Amendment below.

Question 9: In SC06 Optional Services and Construction (Stage B Work Option), Item 3 indicates that “the Contracting Officer may exercise the Stage B Work Option at any time before the expiry of the contract”, meaning any time before the completion of Stage A. The relative clause on Appendix A Bid and Acceptance Form states that “payment in accordance with the fee arrangement set out in BA03 (A) a, b, and c (for Stage A work) will cease as of the date of the amendment” (i.e. the implementation of Stage B). The mechanism described appears to be

workable should Stage B be enacted at the end of Stage A, but if implemented at any other time prior to that date, this mechanism would necessarily have the proponents incorporate a guess at what portion of Stage A would remain unfinished at the time of implementation of Stage B. Can you please clarify how proponents are to price the possible implementation of Stage B at any time prior to the end of Stage A, without duplicating the costs associated with Stage A in Stage B?

Response 9: Stage A will be a minimum of 8 months.

Question 10: SC11 Novation of Trade Contract anticipates the novation of a Trade Contract for the supply and installation of elevators. Please confirm that the amount of this contract is included in the \$90,000,000 utilized on the tender form as it relates to the Percentage Fee calculations. Or conversely, what is the anticipated value of the novated contract?

Response 10: The cost of the elevator contract , which is to be novated to the successful bidder, is included in the \$90M estimated construction cost.

Question 11: Neither SC10 SEPARATE CONTRACTS WITH OTHER CONTRACTORS nor the ANNEX D - NOVATION AGREEMENT mention adherence to the construction manager's Health & Safety policies and procedures as an assurance provided from Canada. While Item 4 of SC10 is clear to place the responsibility of health and safety on the construction manager, no corresponding language assures the construction manager that Canada requesting such assurances relating to separate or novated contracts (under both Item 2 of SC10 and within the Novation Agreement). Can you please add appropriate wording under both sections to address this assurance?

Response 11: All contractors procured by Canada to perform work on this project under the Construction Manager (CM) as "Constructor" will be mandated by Canada to adhere to the CM's Health and Safety policies and procedures on the construction site. Refer to the Amendment below.

Question 12: In Appendix A Bid and Acceptance Form, as it relates to the Fixed Per Diem Rates requested on the Bid and Acceptance form, no time frame or escalation mechanism is provided to define the staff rates presented. This stipulation is requesting the bidders guess at what point in the overall contract time frame (spanning some five years) Canada may choose to implement these rates for Additional Personnel. This table (incorporating essentially a full year, of multiple experience levels, of each individual staffing designation) is substantive in relation to the assessment of the selected proponent. Can you please explain how bidders are to reconcile rates to account for such a long term request without either an escalation process or tighter time

frame regarding implementation? This also applies to Section 2.D Additional Personnel of Annex B Basis of Payment.

Response 12: Refer to the Amendment below.

Question 13: Annex- A Terms of Reference; Section 1.1 SCOPE OF CONTRACT versus Section 4.7 Post Construction and Warranty Stage. The description of services under Stage A is not consistent with the wording in Section 4.7. Specifically, Section 4.7 references Stage A only when warranted while Section 1.1 specifically excludes any reference to Section 4.7. Can you please resolve the ambiguity here by defining whether or not Section 4.7 pertains in any way to Stage A requirements by adjusting wording in the appropriate locations?

Response 13: Section 4.7 Post Construction and Warranty Stage is not applicable to Stage A services. Refer to the Amendment below.

Question 14: Annex-A Terms of Reference; Section 1.3.3 ESTIMATED CONSTRUCTION COST. The last paragraph on Page 10 of 61 begins “Note, other than items needing intricate integration to the building systems, most BCC items will be procured by PWGSC.” This intimates that some other party will be procuring BCC items needing intricate integration. Please confirm that the procurement and contracting of all BCC items are outside of the scope of the Work?

Response 14: While PWGSC will procure most BCC components for inclusion into the overall project, only select BCC components requiring intricate integration into the building systems will be procured by the CM for direct integration into the built works.

Question 15: In Amendment No.002 , the addition of a dedicated CSO or ACSO to ensure timely security screening of all CM and sub-trade personnel was added in this amendment. Please clarify whether this position extends to the end of December 2018 and incorporates the BCC contractors personnel as well?

Response15: This requirement is an extension of the project security requirements stipulated in Supplementary Condition SC03. For all BCC contracts awarded by Canada, it is Canada’s obligation to enforce all security provisions. For BCC contracts awarded by the CM, it is the CM’s responsibility to ensure the security requirements are enforced.

B) AMENDMENT TO THE TENDER DOCUMENTS

The following changes in the tender documents are effective immediately. This amendment will form part of the contract documents.

Request for Proposal Document

1 GENERAL INSTRUCTIONS TO BIDDERS

.1 DELETE GI01 APPLICABLE TAXES in its entirety;

.2 REPLACE with:

GI01 APPLICABLE TAXES

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of the date of bid submission by the Bidder or the date of submission of the last revision whichever is later.

.3 GI06 BID SECURITY REQUIREMENTS, Section 1, DELETE:

"The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount."

.4 REPLACE with:

"The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the Total Bid Amount."

2 SUPPLEMENTARY CONDITIONS (SC)

.1 In SC01 ADD the following:

5. R2870D:

- a. **DELETE** Section GC7.2 in its entirety;
- b. **REPLACE** with the following:

"GC 7.2 Suspension of Work

- 1. When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a

specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3, "Notices".

2. When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.

3. Within fourteen (14) days of notice of such suspension, the Contractor shall submit to Canada a schedule of costs and expenses, if any, that the Contractor expects to incur during the period of suspension, and for which the Contractor will request reimbursement.

4. Payment shall be made to the Contractor for those costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period, such costs and expenses shall be in accordance with those described in SC05 and Annex B-Basis of Payment.

5. During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.

6. If a period of suspension is 90 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as described in paragraph 4 above.

7. If a period of suspension is more than 90 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 agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work and/or Services shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".

8. Canada may request the partial suspension of Work, subject to mutual agreement between the Contractor and Canada."

**.2 In SC10 SEPARATE CONTRACTS WITH OTHER CONTRACTORS, section 2
ADD:**

"c. Ensure the separate contractors are required to adhere to the Construction Manager's Health & Safety policies and procedures when performing work at the location of the project under the Construction Manager's control as Constructor on the project."

.3 ADD:

“SC12 PRICE ESCALATION CLAUSE BASED ON CPI

1) The Contractor's quoted Firm Per Diem rates (inclusive of overhead and profit) will be adjusted annually upon notification from the Contractor prior to the anniversary date of the contract commencing in 2015. The adjustment will be determined by the amount established based upon the average percentage change in the monthly change of the Consumer Price Index for Canada, All-items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-XPB, Table 5, for the 12-month period ending prior to the start of the 2nd year of the contract.

Example:

In Year 2 of a contract that started February 1, 2014, the Year 2 rates would be increase by 1.6% based upon the following information:

| | % Change in Monthly CPI |
|----------------|-------------------------|
| January 2014 | 1.2 |
| February 2014 | 1.0 |
| March 2014 | 1.9 |
| April 2014 | 1.6 |
| May 2014 | 1.4 |
| June 2014 | 1.8 |
| July 2014 | 1.4 |
| August 2014 | 1.0 |
| September 2014 | 1.8 |
| October 2014 | 1.7 |
| November 2014 | 1.9 |
| December 2014 | 2.4 |

Average % Change $19.1/12 = 1.6\%$

The Year 3 rates would be adjusted using the same calculation but with the January 2015-December 2015 12-month period and the Year 2 rates as the base. The pattern would follow for calculating the rates for each of the subsequent years of the contract.

2) To gain access to the CPI adjustment, the Contractor is required to submit a request in writing to the Contracting Authority, no later than 1 month prior to the anniversary date of the contract in each calendar year, Authorization of the rate adjustments is subject to the approval of the Contracting Authority. If the contractor fails to request a CPI adjustment by the anniversary date of the contract, it should be noted that any adjustment requested at a later date is not retroactive.

3) The CPI may be viewed at the following Statistics Canada Internet address:
<http://www.statcan.gc.ca/pub/62-001-x/2013009/t040-eng.htm>”

3 SUBMISSION REQUIREMENTS AND EVALUATION

.1 In SRE 1.2.1 Technical Bid, paragraph 4, **ADD** the following bullet to the list of documents excluded from the submission page limitation.

- " Detailed schedule required by SRE 2.4 a)"

.2 In SRE 2.3 Management of Services, a) paragraph 5, **DELETE**:

"Stage B Optional Services: at a minimum, the following categories of personnel shall be dedicated, on a full time and continuous basis, including any requirement for extended or additional work shifts, to completion of this stage of the work: Senior Project Manager; mechanical and electrical coordinator; Superintendent, assistant Superintendent, field quality control officer, and a scheduling resource. Other personnel should be provided based on the Bidders understanding of the requirements set out in this RFP."

.3 **REPLACE** with:

"Stage B Optional Services: at a minimum, the following categories of personnel shall be dedicated, on a full time and continuous basis, including any requirement for extended or additional work shifts, to Substantial Completion of this stage of the work: Senior Project Manager, Project Manager, mechanical and electrical coordinator, Superintendent, assistant Superintendent, field quality control officer, and a scheduling resource. Other personnel should be provided based on the Bidders understanding of the requirements set out in this RFP".

.4 In SRE 2.3 Management of Services, a) paragraph 6, **DELETE**:

"Excess resources without adequate justification may result in a reduced score."

.5 **REPLACE** with

"It is the Bidders responsibility to right size the Bidders team for a project of this stature , complexity, and limited time frame. Bidders are advised that Canada will require the personnel proposed by the successful Bidder in response to this RFP to be engaged on the project as proposed."

.6 In SRE 2.4 Management of Challenges and Issues, paragraph 1 **DELETE**:

“Provide a detailed construction schedule based on the information disclosed in the RFP and additional reasonable assumptions that anticipates the various issues that may be faced by the Bidder in undertaking the Work.”

.7 REPLACE with:

“Provide a detailed construction schedule based on Option A of Attachment 1 of the Terms of Reference, the information disclosed in the RFP and additional reasonable assumptions that anticipates the various issues that may be faced by the Bidder in undertaking the Work.”

Annex A - Terms of Reference

1 Section 4.7, first paragraph,

.1 DELETE:

“ The following required services apply to Stage A only when warranted.”

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED