



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9
Bid Fax: (506) 636-4376

**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

All enquiries are to be submitted in writing to the Contracting Officer, Janine Donovan: Email - janine.donovan@pwgsc.gc.ca.

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

Issuing Office - Bureau de distribution

Public Works Government Services Canada- Bid
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E2L 2B9

| | |
|---|--|
| Title - Sujet Construction Mgr Svc-Province House | |
| Solicitation No. - N° de l'invitation ED001-180516/A | Amendment No. - N° modif. 003 |
| Client Reference No. - N° de référence du client ED001-180516 | Date 2017-08-29 |
| GETS Reference No. - N° de référence de SEAG PW-\$PWB-020-4163 | |
| File No. - N° de dossier PWB-7-40028 (020) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-06 | |
| Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT | |
| 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: Donovan, Janine PWB | Buyer Id - Id de l'acheteur pwb020 |
| Telephone No. - N° de téléphone (506) 636-5347 () | FAX No. - N° de FAX (506) 636-4376 |
| 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 |

This Solicitation Amendment No. 3 is raised to include the following Addendum No.3.

The following addendum to the Request for Proposal documents is effective immediately. This addendum shall form part of the contract documents.

All other terms and conditions remain the same.

Addendum No. 3

1. INVITATION TO TENDER DOCUMENT

Supplementary Conditions (SC):

ADD SC08, 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 2018. 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 .9% based upon the following information:

| | % Change in Monthly CPI |
|------------------|-------------------------|
| January 2014 | 0.5 |
| February 2014 | 1.2 |
| March 2014 | 1.0 |
| April 2014 | 0.4 |
| May 2014 | 0.7 |
| June 2014 | 1.2 |
| July 2014 | 1.3 |
| August 2014 | 1.1 |
| September 2014 | 1.1 |
| October 2014 | 0.7 |
| November 2014 | 0.9 |
| December 2014 | 1.2 |
| Average % Change | $11.3/12 = 0.9\%$ |

The Year 3 rates would be adjusting 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 the 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>

Submission Requirements and Evaluation (SRE):

1.3 Format of Bids:

REMOVE reference to "Sample Project Reports" and **REPLACE WITH** "Representative Project Information".

2.3.2, **REMOVE** point a. in its entirety and **REPLACE WITH** the following:

- a. Describe how pre-construction services will be provided during the construction documentation stages as well as through the construction phases of work;

Bid and Acceptance Form, Per Diem Rate Table

REMOVE the column headed "Fiscal Year (April-March)".

ADD the following line after the Per Diem Rate Table:

"The above Firm Per Diem Rates will be increased on an annual fiscal year basis using the corresponding rate increases in the Canadian consumer Price Index. Refer to SC 08."

2. TERMS OF REFERENCE

Section 2.8 CMA Tendering Services:

REMOVE 2.8.1 in entirety and **REPLACE WITH** the following:

2.8.1 General

- .1 While the delivery of Construction Management Services Contract for the Project is between the Departmental Representative (DR) and the Construction Manager (CM), it is understood that the DR will deliver construction services called for in the Terms of Reference (TOR) through CM Sub-Contractors and CM Own Forces

- .1 For individual work packages valued at less than \$25,000, CM's Own Forces may be used with specific approval of the DR and where fair value to Canada can be demonstrated. The work eligible to be undertaken by the CM's Own Forces will be limited to the following:

- .1 General labour associated with select cleaning and construction site maintenance;
.2 General carpentry;

- .3 Traffic control flagging
- .2 Subcontracts estimated at less than \$25,000 including all applicable taxes, may be sole sourced to qualified suppliers only upon the written approval of the DR.
- .3 For subcontracts estimated at less than \$100,000, including all applicable taxes and upon the written approval of the DR, the CM may invite a minimum of three (3) qualified suppliers to submit bids.
- .4 For subcontracts estimated at less than \$100,000, including all applicable taxes, the CM, upon written agreement of the DR, may set aside the requirement to solicit a minimum of three (3) bids if it has demonstrated to the satisfaction of the DR, that less than three (3) firms are capable of performing the work.
- .5 For subcontracts estimated at \$100,000 or more, including all applicable taxes, advertise publicly, in accordance with the following open bidding procedures:
 - .1 The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
 - .2 Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the criteria for awarding the contract including any factors other than price to be considered in the evaluation of the bids, the terms of payment and any other terms and conditions.
 - .3 During the solicitation, the CM shall reply promptly to any request for bid documents and or any reasonable request for relevant information made by a supplier participating in the tender. Information provided in response to questions during the tender period must be provided to all bidders.
- .6 The receipt and opening of bids and awarding of contracts must be consistent with the following:
 - .1 Bids must be opened in the presence of at least two representatives of the CM, as well as a representative of Canada, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
 - .2 Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
 - .3 The CM shall, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- .7 To ensure consistent contract obligations, use PWGSC Contract Documents, General Conditions, and Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada for Subcontracts.

- .1 Ensure the Crown/PWGSC/Departmental Representative or Design Consultants are not a contact entity or a third part of inferred agent.
 - .1 The only subcontract designated entities will be the CM and the Sub-Contractor
 - .2 Required Departmental Representative or Design Consultant contract interface it to be by means of the CM.
- .8 CM to provide Departmental Representative with:
 - .1 Sub-Contractor pre-qualification standards of practice and process;
 - .1 Sub-Contractors not at arm's length to CM will be ineligible to submit bids.
 - .2 Advance copies of CM trade Subcontractors contracts;
 - .1 Include copy of intended contract in Division 00.
 - .3 Include Division 00, Instruction to Bidders, an Division 01, General Requirements and all Bidders' Submission Requirements and Bid Submission Forms;
 - .1 As part of the Bid Submission Form requirements include;
 - .1 Construction cost price breakdown table as agreed upon Departmental Representative and Design Consultant: and
 - .2 Listing of all Addenda.
 - .4 Dispute resolute, initiation of subcontract amendments and payments Contract Articles

Clause 2.8.2.1, **REMOVE** in its entirety and **REPLACE WITH** the following:

- .1 In accordance with 2.8.1, the CM will tender for trade Subcontractors and enter into subcontract agreements compliant with industry recommended practices and PWGSC contract administration practices.
 - .1 Departmental Representative will provide a copy of the PWGSC procurement and contract administration practices.

3. **QUESTIONS AND ANSWERS**

Q1: SRE – Form 1 – Technical Compliance Form – is this something we submit with our proposal or is this for use by the contractors to ensure meeting compliance? If required to submit, confirm that it is not part of the page count.

A1: That form is not required to be submitted with the Technical Submission. It is to be used for internal use if desired.

Q2: Section 1.4.1.1 of the Terms of Reference notes that a Commissioning Process Manager is part of the Construction Management Team during the CMA portion. The required services (section 2.7) reads as though it is 3rd party and fills the role of the commissioning agent/authority. The TOR Definitions section 1.1.2.16 further suggests a 3rd party agent. Please confirm if this is going to be provided by PWGSC?

A2: Refer to Terms of Reference:

2.7.1.5 delete and replace with:

.5 During Design and Construction Documentation Cx QA Reviews, the Design Consultant remains professionally accountable for the project performance and all related final decisions.

.1 Collaborate with Design Consultant to provide Cx Process related input during the development of the Owner Project Requirements (OPR).

2.7.1.6 delete clause.

2.7.1.7 delete clause.

Refer to 02 CM TOR Definitions:

1.1.2.16.3 Delete clause

1.1.2.16.4 Delete clause