



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

**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

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

Issuing Office - Bureau de distribution
Regional Manager/Real Property Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Title - Sujet Kingston Mills Lock 46-49 Rehab	
Solicitation No. - N° de l'invitation EQ754-190657/A	Amendment No. - N° modif. 007
Client Reference No. - N° de référence du client R.079796.009	Date 2018-08-27
GETS Reference No. - N° de référence de SEAG PW-\$PWL-030-2384	
File No. - N° de dossier PWL-8-41029 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-09-04	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Cowieson, Jim	Buyer Id - Id de l'acheteur pwl030
Telephone No. - N° de téléphone (416) 512-5829 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Joseph Shepard Building 32 4900 Yonge Street Toronto, ON M2N 6A6 Canada	

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 amendment is raised to modify solicitation EQ754-190657/A as follows:

On page 1 of 1 at "Solicitation Closes:

DELETE: August 30, 2018 at 02:00 PM (Eastern Daylight Savings Time).

INSERT: September 04, 2018 at 02:00 PM (Eastern Daylight Savings Time).

On page 8 of 41 at Supplementary Conditions:

INSERT: SC03 VALUE ADDED PROPOSALS (VAP)

PWGSC will accept "value added proposals" (VAPs) from the Contractor after award of contract through the duration of the contract (as specified in the Bid and Acceptance within the tender document). The intent of the VAP is to improve the project by leveraging the successful contractor's knowledge and experience to take into consideration Environmental Factors to improve efficiency and effectiveness of the work and Related Cost Elements of the work.

PWGSC will review VAPs to assess the viability of construction and scheduling methodologies that adhere to the project objectives, constraints and VAP guidelines.

Value Added Proposal Definition:

Value Added Proposal (VAP), for a purpose of this project is defined as a written document provided by a Contractor following award that proposes changes in the scope, methodology and schedule of work specified in Contract. For the proposal to be considered a Value-Added Proposal the following but not limited conditions have to be complied with and clearly addressed in the submissions:

- a) VAP shall pertain to a proposition that is broader in scope and impact on the work than the Contemplated Change Notice as defined in the General Conditions of the Contract, but does not alter the project objectives or negatively affect functionality and use of the facility by the public.
- b) The VAP proposal is prepared by Contractor at his own costs and own risk of being accepted or not accepted by Departmental Representative and any submissions made under this section as well time required for review, approvals and attaining agreements will not be considered as grounds for extension of specified contract completion date, unless explicitly and without ambiguity stated as such in the VAP submission.
- c) The changes as part of the VAP proposal shall not materially change the original scope of work.
- d) Proposals must be submitted in writing. This clause does not apply to any such proposal unless it is identified by the Contractor at the time of its submission to the Contracting Officer as a proposal submitted pursuant to this VAP clause.
- e) Submission of VAPs will be accepted throughout the life of the contract. Ideally, the successful contractor will identify Value Added items early and submit immediately after award to ensure the schedule identified within the contract is met or reduced.

PSPC will provide a response to the VAP within 7 working days and the VAP timeline is included in the master plan. The contractor shall consider delays for approvals by other government departments or agencies having jurisdiction.

VAP Guidelines

These guidelines apply to cost reduction and value added proposals initiated and developed by the Contractor for proposed improvements to schedule, drawings, designs, specifications, materials or other requirements of this Contract.

A. VAP Scope

The VAP's contemplated are those that would necessitate an amendment to the existing contractual terms and conditions. The Value-Added proposal shall have apparent financial and other merits that will benefit Canada. In general VAPs will be considered for improvements to the following:

- 1) Schedule Impact:
Advance the completion date of the primary works or reduce overall construction completion date;
- 2) Project Cost:
Result in savings to Canada by providing:
 - a. a decrease in the cost of this Contract, without impairing any of the essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features, while maintaining the specified quality; or
 - b. a net reduction in the cost of government-furnished property, operations, maintenances, or other areas which exceed any increased acquisition cost, without impairing any of the essential functions, characteristic and code compliance;
- 3) Greening Impacts:
 - a. operation costs, such as energy or water consumed by products supplied over their life;
 - b. indirect costs (e.g. less energy efficient information technology equipment will produce more heat causing the building's air conditioning system to work harder, and increase electricity costs);
 - c. investing up front to save costs later, such as specifying higher levels of insulation where the extra expenditure can be recovered from lower energy costs;
 - d. use of refurbished parts or products, where possible;
 - e. Recyclability: Through the transformation and sale of products containing recycled materials and waste materials such as concrete, steel, brick, etc. that can be diverted from landfill;
 - f. Environmental Disposal Arrangements
 - i. Onsite waste management all waste be source separated on site and recycled,
 - ii. Use of certified haulers/sites.
 - g. Energy and Resource Efficiency
 - h. Hazardous Replacement: Offers of non-hazardous replacements or alternatives products.
- 4) Safety:
Improvement of safety in future use of the asset, feature or operation and maintenance.
- 5) Quality:
Meeting or exceeding the requirement of client/owners through conformity with which specifications.
- 6) Constructability:

Review construction processes from start to finish during pre-construction phase. Identify obstacles before a project is actually built to reduce or prevent errors, delays, and cost overruns.

7) Innovation:

Using new or innovative technologies to improve project characteristics or end goals which have a net value for Canada by improving schedule, budget, scope or quality.

B. Project Constraints

VAP's must be compliant with the following constraints:

Kingston Mills Locks Rehab project constraints:

- 1) Works shall not interfere with public use and operation of the Rideau Canal at the Kingston Mills Locks near Kingston, Ontario during navigation season of 2018 to 2021 (May 15, 2019 to October 12, 2019) and (May 20, 2020 to October 10, 2020), and (May 20, 2021 to October 10, 2021). The swing bridge must be fully operational during these periods and navigation traffic must not be obstructed from navigating the canal.
- 2) The duration of the road closure to vehicular traffic across the swing bridge must be kept to a minimum during the construction period. Only short duration closures are permitted as stated in the specifications with no multi-day closures.
- 3) There is limited and/or restricted access to adjacent lands not owned by Parks Canada in the immediate vicinity to the work site.
- 4) During all closings of the Swing Bridge, a temporary pedestrian crossing shall be constructed to allow safe public crossing over the canal.

Jones Falls Locks Rehab and Timber Bridge Replacement project constraints:

- 1) Works shall not interfere with public use and operation of the Rideau Canal at the Jones Falls Locks near Elgin, Ontario during navigation season of 2018 to 2021 (May 15, 2019 to October 12, 2019) and (May 20, 2020 to October 10, 2020), and (May 20, 2021 to October 10, 2021).
- 2) Works to complete all construction of the Timber Bridge and have the related site restored and demobilize entirely from the related site by end of day May 3, 2019.

C. Value Added Proposal Submissions

Any VAP must include the information outlined below in the Value Added Proposed Submittal Documentation and submitted in accordance with Submittal Instructions.

If a VAP is accepted and provides the expected results, the Contractor may be eligible to receive a financial incentive for the accepted VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results) at the sole discretion of Canada. Costs are to be calculated in accordance with "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4" of the contract.

D. Value Added Proposal Submittal Documentation

The following information as applicable shall be submitted by the General Contractor with each VAP at no additional cost to Canada:

- 1) The VAP shall be accompanied by a financial analysis of costs savings to the Contractor and costs savings to Canada.
- 2) The VAP shall be accompanied by a schedule impact analysis.
- 3) The VAP shall be accompanied by a risk analysis of a changes subject to the VAP.

- 4) A description of the difference between the existing contract/requirement and the proposed improvement; the comparative advantages or disadvantages of each, including justification of why an item is being altered; the effect of the change on the performance of the end product; and any pertinent objective test data.
- 5) An itemization of the requirements of the change order if the proposal is adopted and a recommendation as to how to make each change (e.g., a suggested revision).
- 6) Cost Benefit Analysis - A detailed estimate of the reduction and/or increase that will result from adoption of the proposal, taking into account the costs of development and implementation by the Contractor. Include any amounts attributable to subcontracts in accordance with GC 6.4.1 "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4.1" and the basis for the estimate.
- 7) A prediction of any effects the proposed change would have on costs to the Crown and ongoing cost of maintenance and operations.
- 8) An estimate of the date by which a change order adopting the proposal must be issued so as to obtain the maximum benefit, together with estimates of benefits if VAP approval is delayed beyond the maximum benefit date, or number of days the proposal is valid, noting any effect on the order completion time or delivery schedule.
- 9) Suggestions as to the incentive that may be available to the Contractor from the proposed VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results).

E. Value Added Proposals Submittal Procedures

- 1) General Contractor Requirements:
The General Contractor submits a detailed description of the VAP complete with project impacts and schedule to the Departmental Representative and the prime Consultant for consideration. The VAP submission is to be supported by detailed drawings where necessary, as well as a firm price (including detailed breakdown of all labour, material and equipment costs associated with the proposal).
- 2) Departmental Representative Requirements:
 - i. Contractor may submit VAPs to the Departmental Representative after award of contract through the completion of the contract. As per the contract "time is of the essence" and as such proposals should be submitted as soon as possible after award.
 - ii. Contractor will not proceed with work proposed in VAP until directed to by the Project Manager in writing.
 - iii. In addition to the VAP submittal documentation required, the submission shall include:
 - a. Date and revision dates,
 - b. Project title and number,
 - c. Name and address of subcontractor, manufacturer, and supplier,
 - d. Contractor stamp, signed by the Contractor's authorized representative certifying approval of submission, verification of VAP content, and compliance with SC 04 clause and Contract Documents.
 - iv. Allow 7 working days for Departmental Representative's review of each submission. VAP will be reviewed in consultation with the owner/client department and project consultant.

- v. Makes changes to VAP submission as agreed upon with Departmental Representative.

Acceptance and Impact on Contract

The VAP, if accepted in its final format, will be subject to separate management from the original Contract and subject to the General Conditions of the original Contract. The VAP work, unless otherwise stated, will not alter the conditions of original contract that will fully apply.

Acceptance of any VAP to be at the sole discretion of Canada.

All other terms and conditions remain the same.