

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3
3117 (403) 292-5786

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
Public Works and Government Services
Canada/Travaux publics et Services gouvernementaux
Canada
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3

Title - Sujet Mining Support Services	
Solicitation No. - N° de l'invitation EW702-132576/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client EW702-132576	Date 2013-05-01
GETS Reference No. - N° de référence de SEAG PW-\$GMP-006-6069	
File No. - N° de dossier GMP-2-35119 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-10	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
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: Pahl, Nathaniel	Buyer Id - Id de l'acheteur gmp006
Telephone No. - N° de téléphone (403) 292-5410 ()	FAX No. - N° de FAX (403) 292-5786
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

EW702-132576/A

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

EW702-132576

Amd. No. - N° de la modif.

003

File No. - N° du dossier

GMP-2-35119

Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

Amendment 003

This amendment has been issued to make changes to the RFP and summarize the optional site visit and bidders' conference held on April 16, 2013.

A. Changes to the RFP

Delete: **Annex A - Terms of Reference**

Replace With:

The Terms of reference is attached here-to as a separate PDF.

Delete: **Annex B – Basis of Payment**

Replace with:

See below.

ANNEX B BASIS OF PAYMENT

Rates stated below are to be fixed for any Tasks requested during Contract Period 1 and Contract Period 2 (approximately 4 years).

The estimated hours shown in the respective categories of the Tables below are estimates.

All bidders must provide an hourly rate and an extended price for all items below. In the case of a discrepancy the hourly rate will apply and the extended total will be corrected by Canada.

1. HOURLY RATES**A. PERIOD 1: (Estimated) May 2013 – 31 March 2015**

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Sponsor	250		
2	Senior Project Manager	1000		
3	Mining Engineer			
3.1	Snr. Eng.	600		
3.2	Int. Eng.	200		
3.3	Jr. Eng.	100		
3.4	Snr. Tech	1000		
3.5	Int. Tech	400		
3.6	Jr. Tech	50		
4	Geotechnical Engineer - Rock Mechanics			
4.1	Snr. Eng.	600		
4.2	Int. Eng.	100		
4.3	Jr. Eng.	100		
4.4	Snr. Tech	1000		
4.5	Int. Tech	200		
4.6	Jr. Tech	20		
5	Hydrologist			
5.1	Snr. Sci.	600		
5.2	Int. Sci.	100		
5.3	Jr. Sci.	50		
5.4	Snr. Tech	200		
5.5	Int. Tech	50		
5.6	Jr. Tech	10		
6	Surveyor - Underground			
6.1	Snr.	1000		
6.2	Int.	400		
6.3	Jr.	1000		
7	Geophysics Specialist	500		
8	Cost Estimator	800		
9	Surveyor - Surface	1500		
10	Underground 3D Mine Modeling Specialist	500		
11	Administration	200		
	PERIOD 1 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable if not included above. They will not form part of Financial Evaluation.			

B. PERIOD 2: 01 April 2015 – 31 March 2017

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Sponsor	250		
2	Senior Project Manager	1000		
3	Mining Engineer			
3.1	Snr. Eng.	600		
3.2	Int. Eng.	200		
3.3	Jr. Eng.	100		
3.4	Snr. Tech	1000		
3.5	Int. Tech	400		
3.6	Jr. Tech	50		
4	Geotechnical Engineer - Rock Mechanics			
4.1	Snr. Eng.	600		
4.2	Int. Eng.	100		
4.3	Jr. Eng.	100		
4.4	Snr. Tech	1000		
4.5	Int. Tech	200		
4.6	Jr. Tech	20		
5	Hydrologist			
5.1	Snr. Sci.	600		
5.2	Int. Sci.	100		
5.3	Jr. Sci.	50		
5.4	Snr. Tech	200		
5.5	Int. Tech	50		
5.6	Jr. Tech	10		
6	Surveyor - Underground			
6.1	Snr.	1000		
6.2	Int.	400		
6.3	Jr.	1000		
7	Geophysics Specialist	500		
8	Cost Estimator	800		
9	Surveyor - Surface	1500		
10	Underground 3D Mine Modeling Specialist	500		
11	Administration	200		
	PERIOD 2 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable if not included above. They will not form part of Financial Evaluation.			

C. TOTAL EXTENDED PRICE

1	Period 1 Extended Price	
2	Period 2 Extended Price	
	TOTAL EXTENDED PRICE	

D. TOTAL EVALUATED PRICE

1	Total Extended Price	
2	Total Communications Fee Estimate (See 2. Disbursements)	
	TOTAL EVALUATED PRICE	

2. DISBURSEMENTS

A. Major Disbursements

Major disbursements will be recovered at cost without allowance for mark-up or profit, supported by invoices/receipts. Major disbursements shall include: materials, supplies, testing & analysis, subcontracting, subconsulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans).

Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable shall not exceed the amount negotiated for each resulting Task Authorization without the prior authorization of the Departmental Representative.

B. Communications

Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees. This fixed fee % will remain unchanged for the full period of the contract including any option periods.

Firm Fixed Fee ____%

For evaluation purposes, the firm fixed fee percentage provided will be applied to the Total Extended Price to calculate the Total Communications Fee Estimate and will be included in the Total Evaluated Price. If no percentage fee is inserted a 0% fee will apply for evaluation and to the contract for all TA's.

C. Equipment

Equipment required to complete the scope of work for each individual Task Authorization is to be identified in the consultant's proposal, in response to the Terms of Reference for the Task Authorization, and accepted and approved by the Project Manager and Contracting Authority. The equipment will be reimbursed at cost without allowance for mark-up or profit, supported by invoices/receipts.

D. Travel and Living Expenses

The Consultant will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

3. OPTION PERIODS

Prior to exercising an option period, hourly rates will be adjusted using the Statistics Canada figures for "Management, scientific and technical consulting services [5416]" (excluding overtime). This will result in either an increase or decrease to the current hourly rates.

Any resulting adjustments will be effective no sooner than the start of the option period and approved in writing by the Contract Authority. In the instance where a TA will bridge the contract and option period, the TA will be based on the rates from the period in which the majority of the work is to be completed as forecasted at the time of TA issuance. If it is determined that the majority of the work will be completed in the next period of the contract, current rates will be used until the new rates are in place.

Historic rates for Average weekly earnings from the Survey of Employment, Payrolls and Hours (SEPH), by type of employee for selected industries classified using the North American Industry Classification System (NAICS) for "Management, scientific and technical consulting services [5416]" (excluding overtime and including All Canada) are as follows:

Year	Management, scientific and technical consulting services [5416]	Precentage + / -
2005	976.12	-
2006	995.07	1.94%
2007	1,058.82	6.41%
2008	1,107.61	4.61%
2009	1,116.76	0.83%
2010	1,139.71	2.06%
2011	1,174.58	3.06%
	Total Increase	18.90%

More information can be found at:

http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810027&tabMode=dataTable&src_hLan=-1&p1=-1&p2=9

An example of calculations are as follows:

$$\text{Adjusted Price} = P \times [1 + (A-B)/A]$$

Where:

P = Current Rate

A = Base year Average Weekly Earnings (AWE) for the previous year

B = Average Weekly Earnings for 2 years prior

Example: Price increase applied prior option period 1 for the firm unit rate of \$150 per hour.

AWE 2011: 1,174.58

AWE 2010: 1,139.71

$$= \$150 \times [1 + (1,174.58 - 1,139.71) / 1,139.71]$$

$$= \$150 \times 1.03059550236$$

$$= \text{Adjusted rate of } \$154.59.$$

Under: **Annex C – Technical Evaluation Criteria**

Delete: **2. Errors & Liability Insurance**

Replace with:

2. Errors & Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than **\$5,000,000** per loss and in the **annual aggregate**, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Under: **Annex F – Technical Evaluation Criteria**

Delete: **2.5 Hypothetical Project**

Replace with:

2.5 Hypothetical Project

Use the following hypothetical project to prepare your proposal. The hypothetical project will be used to evaluate the point rated criteria 2.5.1 and 2.5.2.

In response to the hypothetical project, the bidder should demonstrate the provision of applicable services listed in 3.3 to 3.10 inclusive under Section 3. "Description of Services" in the Terms of Reference. (Annex A).

The bidder should identify the personnel (out of the list of required resources in 2.2) that will be involved in the work and all of the activities that the bidder would have to complete as PWGSC's QA representative (including a description of the understanding of the Design-Build process for this type of project), as well the steps to manage the consultant work internally.

The bidder is not to provide a design/solution in response to the hypothetical project, but to outline the steps/plan required to complete the activities identified in the hypothetical project.

Hypothetical Project

Due to presence of a significant risk to the environment and health and safety to personnel working at the Giant Mine site and the general public, PWGSC is undertaking the assessment of seven (7) Open Pits in order to evaluate the volume and structural integrity of the pits and to subsequently utilize the information to develop Performance Based Specifications for the long term stabilization of the pits.

The Construction Manager (CM), on behalf of PWGSC, is tendering a Design-Build Contract for the Pit stabilization work. The work of the contract may include drilling and blasting, excavating and preparing the backfill material in the pits as well as any other work required to stabilize the pits.

The Design-Build contractor will provide a preliminary plan as part of the contract tender and subsequent Detailed Plans prior to work progressing.

The CM requires both the development of Design Criteria and the RFP for the Design-Build Contract, as well as Quality Assurance during the execution of the pit stabilization activities.

B. Optional Site Visit and Bidder's Conference

Attendees

Attendee	Organization
Nathaniel Pahl	Public Works and Government Services Canada
Tammy Okemaysim	Public Works and Government Services Canada
Alec Reichert	Public Works and Government Services Canada
John Brodie	Brodie Consulting Ltd.
Dave Bynski	DXB Project Management Inc.
Dave Colbourne	DXB Project Management Inc.
Peter Woods	Public Sector Company
Doug McClure	ECC Inc.
Ed Houve	EBA Engineering Consultants Ltd.
Grant Clarke	Golder Associates Ltd.

Summary of Activities

- Introductions
- Below ground site tour (1-18 stope on 1st level, B3-06 upper – west limb, B2-08; BH 15 and 13 (above B3-06 east limb), B3-06 north end on 3rd level, B5-09 on 3rd level)
- Above ground site tour (Freeze Optimization Study, Central and South Tailings Ponds, Above 5-09 with view towards 2-18, as seen from mill area beside FOS, South pond at proposed backfill production area beside central pond, B1 pit overview - looking at B2-08 in east side of pit, B2-12/13/14 in north-west side of pit, B1 subsidence (above 1-18) in south side of pit)
- Overview of the Terms of Reference and upcoming Work Packages. Anticipated work packages are as follows:
 1. QA work for the Interim Underground Stabilization work.
 2. Identification of Data Gaps and investigations to address data gaps
 3. Conceptual Design for the remainder of the Underground works, Open Pits and Openings to Surface
 4. Development of Performance Based Specifications and performance of QA for the remainder of the Underground works, Open Pits and Openings to Surface
 5. Other investigations and studies as required to support regulatory processes such as additional underground water quality assessment
- Overview of the Request for Proposal Solicitation document. Major points are as follows:
 1. Bid receiving unit is in Calgary as listed on the RFP front page.
 2. This contract will provide QA for the Interim Underground Stabilization contract.
 3. Ensure all information provided for Annex F – Technical Evaluation Criteria is tailored for this contract.
- Questions and Answers session

Questions and Answers

Q1. How many individual contracts does PWGSC plan on awarding as a result of this solicitation?

A1. One.

Q2. In "Annex A – Terms of Reference - Scope of Services", hydrogeology and Soils geotechnical work are identified but there is not the requirement to provide a resume in "Annex F - Section 2.2 Achievements of Key Personnel" for evaluation. How will they be evaluated?

A2. A resume is required for a Hydrologist. However, the reference to geotechnical work for "Soil" is incorrect and should instead read "Rock Mechanics". The Terms of Reference will be amended to reflect this change.

Q3. Do aboriginal groups have input into the selection process and if so, to what capacity?

A3. No

Q4. How do we determine the Sr. Int. and Jr. level for each classification? Does PWGSC have criteria to determine which level?

A4. The Bidders should refer to definitions of classifications defined by their respective Provincial Engineering and Geoscience Association.

Q5. Will any work completed under this contract be above ground work?

A5. Yes. Anything that is connected to the underground.

Q6. Will there be other work being completed underground that could restrict or impact the work to be completed under this contract?

A6. There are no restrictions.

Q7. As per the evaluation criteria 2.1 in Annex F, can a Joint Venture be made up of more than 3 entities?

A7. No.

Q8. Is there any conflict on interest between the 4 main engineering and consulting contracts?

A8. No.

Q9. Is there a map of the site that can be provided?

A9. The site map has been provided for informational purposes and is attached as a separate .pdf document.

Q9. Is there a map of the site that can be provided?

A9. The site map has been provided for informational purposes and is attached as a separate .pdf document.

Q10. What is the purpose of the Fairness Monitor that has been assigned to this solicitation?

A10. The Fairness Monitoring (FM) Program provides management, client departments, government suppliers, Parliament and Canadians with independent assurance that Public Works and Government Services Canada's (PWGSC) activities are conducted in a fair, open and transparent manner. Additional information is available at:

<http://www.tpsgc-pwgsc.gc.ca/se-fm/index-eng.html>

Q11. Does 3D Modeling mean GIS?

A11. It means a physical gemcom model (or other 3D modeling software used for Underground Mine Modeling).

Q12. The delivery of the overall remediation will be completed with a Construction Manager. Will the Construction Manager (CM) tender and select contracts for work?

A12. Yes. They will control the solicitation process for the work packages completed under the CM contract.

Q13. Will the Civil Design Contractor and the Construction Manager work together to coordinate work and identify gaps?

A13. The Civil Design Consultant will coordinate the design between all of the consultants, as well as identify any gaps between the design packages. The Construction Manager will provide constructability input regarding the design.

Q14. Is it satisfactory for to carry the necessary "Sudden and Accidental Pollution Liability" insurance under the "Errors and Omissions insurance" rather than the "Commercial General Liability (CGL)" as stated in Annex C, Section 1 (n)?

A14. Yes.

Q15. In Annex C, Section 1 (o), it states that Canada is to be listed as an "additional named" in this clause. Is it ok for Canada to be listed as an "additional insured"?

A15. Yes.

Information

The Giant Mine Remediation Project encourages all bidders to review the "Giant Mine Procurement Outlook" published to [MERX](#) on 2013-04-23.

The Giant Mine Procurement Outlook provides information on the updated list of the existing and upcoming contracts for the project, as well as information about conflicts of interest with respect to contracting with the Government of Canada.

Title	Giant Mine Procurement Outlook
Reference Number	PW-\$GMP-006-6078
Solicitation Number	EW702-140115/A
Published	2013-04-23

Attachments

Two documents are available for informational purposes only.

1. The Mine Site Surface Plan (attached as separate pdf)
2. Underground Preliminary Design Report (available on CD by request)

The Underground Preliminary Design Report is available upon request to provide the Consultants background information and indicate the level of preliminary design completed to date. The solicitation for the Mining Support Services contract has been set up so that review and synthesis of this material is not required for the preparation of the Consultant's proposal.

IMPORTANT NOTICE TO SUPPLIERS

Government of Canada is moving its Government Electronic Tendering Service from MERX to Buyandsell.gc.ca/tenders on June 1, 2013

Starting June 1, 2013, federal government tenders (tender notices and bid solicitation documents) will be published and available free of charge on a Government of Canada Web site on Buyandsell.gc.ca/tenders.

The Government Electronic Tendering Service on Buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

Get more details in the Frequently Asked Questions section of Buyandsell.gc.ca/tenders.

After June 1, 2013, all tenders and related documents and amendments will be on Buyandsell.gc.ca/tenders.

On June 1, 2013, suppliers must go to Buyandsell.gc.ca/tenders to check for amendments to any tender opportunities that they have been following on MERX prior to June 1.

Bookmark Buyandsell.gc.ca/tenders now to be ready for June 1!