

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
Room 910 - 410 22nd Street East
Saskatoon
Saskatchewan
S7K 5T6

**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/Réception des soumissions Travaux publics et
Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

Title - Sujet Construction Management Services	
Solicitation No. - N° de l'invitation EW702-121237/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client INAC-20121237	Date 2012-11-26
GETS Reference No. - N° de référence de SEAG PW-\$GMP-004-6010	
File No. - N° de dossier GMP-1-34140 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-11	Time Zone Fuseau horaire Central Standard Time CST
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: Okemaysim, Tammy	Buyer Id - Id de l'acheteur gmp004
Telephone No. - N° de téléphone (306) 975-6583 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Public Works and Government Services Canada Giant Mine Yellowknife, NT	

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

NOTIFICATION OF REVISION

Public Works and Government
Services Canada
Giant Mine Project

Project Name: Interim Construction Management, Giant Mine, Yellowknife, NT
Project Number: R.014204.300

Date: Tuesday, November 20, 2012

To All Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Solicitation Documents.
The addendum will form part of the Contract Documents.

1. Responses to RFI's:

Q: 1. Who is responsible for wildlife monitoring?

A: The Care and Maintenance contractor is responsible for ensuring that animals do not come on site. It is also their responsibility to notify contractors if animals are on site, but any contractors working on site need to report wildlife sightings as well.

Q: 2. Will being awarded the ICM pose a conflict of interest for competing on any future requirements?

A: Conflict of interest is a high concern to the Government of Canada; integrity of the procurement process is paramount. As per GI18 Conflict of Interest - Unfair Advantage in the RFP, Canada may reject a bid if a real or an apparent conflict of interest or unfair advantage exists. This applies to any bidder who:

- was involved in any manner in the preparation of the bid solicitation;
- was in any situation of conflict of interest or appearance of conflict of interest; or
- had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.

The ICM RFP has been intentionally developed to not include any remediation work to avoid the creation of an unfair advantage during those solicitation processes.

Q: 3. How were the budget numbers derived?

A: The indicative (Class D) cost estimates were prepared by an independent engineering firm.

Q: 4. Will full time supervision and safety officer be required on site from the beginning of this contract until the end date or only during times when construction scopes were happening on site?

A: See Terms of Reference 2.1 below.

3. ANNEX B - PWGSC PROCEDURES AND STANDARDS DOCUMENT

(Attached on MERX as ATT5)

4. In the Request for Proposal, *DELETE* section SC02 1) and *REPLACE* with revised section SC02 1), to read.

SC02 SOLICITING BIDS

- 1) In subcontracting for the construction the Construction Manager shall:
- a) In association with the Consultant, prepare tender and contract documents that clearly set out the requirements for materiel and services;
 - b) **In association with the Consultant and PWGSC Project Manager, the Construction Manager will consider reserving, or "setting aside", certain contracts exclusively for competition among Aboriginal businesses under the Procurement Strategy for Aboriginal Business (PSAB).**
 - c) Apply the Aboriginal Opportunities Consideration (AOC) section into each tender package as per Appendix G;
 - d) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
 - e) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
 - f) Provide for dispute resolution, initiation of subcontract amendments and payments; and
 - g) Respond diligently to any industry or PWGSC enquiries concerning the awarding of subcontracts and inform PWGSC of any unresolved enquiries in a timely manner.
5. In the Request for Proposal, *ADD* new section **APPENDIX "H" - PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB) CERTIFICATIONS FOR TENDERED WORK PACKAGES**, attached herewith.

APPENDIX "H"

PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB) CERTIFICATIONS FOR TENDERED WORK PACKAGES

A bidder who submits, under this program, a bid in response to this solicitation **MUST complete and submit clause A3000T below. Failure to comply shall result in the disqualification of the bid.**

The Web site address for Annex 9.4: Requirements for the Set-aside Program for Aboriginal Business is: [Http://www.tpsgc-pwgsc.gc.ca/app-acq/ga-sm/chapitre09-chapter09-eng.html#s9-40](http://www.tpsgc-pwgsc.gc.ca/app-acq/ga-sm/chapitre09-chapter09-eng.html#s9-40)

A3000T (2010-08-16) SET-ASIDE FOR ABORIGINAL BUSINESS

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.
2. The Bidder:
 - a. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - b. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - c. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - a. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - b. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - a. ☐ The Aboriginal business has fewer than six full-time employees.

OR

 - b. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

A3001T (2011-05-16) OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am, _____ (*insert "an owner" and / or "a full time employee"*)

of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

SUPPLY MANUAL CHAPTER 9, ANNEX 9.4

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. Who is eligible?

a. An **Aboriginal business**, which can be:

- i. a band as defined by the *Indian Act*
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A **joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (certification) stating that it:

- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
- ii. will, upon request, provide evidence that it meets the eligibility criteria;
- iii. is willing to be audited regarding the certification; and
- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See *Standard Acquisition Clauses and Conditions (SACC) Manual clauses A3000T, M9030T or S3035T, as appropriate.*

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

a. Ownership and control

- i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
- ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A for a list of the factors, which may be considered by Canada.)

b. Employment and employees

- i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.
- ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as

pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.