

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

Bid Fax: (403) 292-5786

LETTER OF INTEREST
LETTRE D'INTÉRÊT

Title - Sujet Giant Mine Assessment	
Solicitation No. - N° de l'invitation EW702-140115/F	Date 2014-05-08
Client Reference No. - N° de référence du client EW702-140115	GETS Ref. No. - N° de réf. de SEAG PW-\$GMP-006-6232
File No. - N° de dossier GMP-3-36007 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-30	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
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: Hamp, Jordanna	Buyer Id - Id de l'acheteur gmp006
Telephone No. - N° de téléphone (204) 983-4460 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG MANITOBA R3C2Z1 Canada	

Comments - Commentaires

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée See Herein	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

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

Solicitation No. - N° de l'invitation

EW702-140115/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

gmp006

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EW702-140115

GMP-3-36007

Giant Mine Procurement Outlook

See attached for Version 4 of the Giant Mine Procurement Outlook.

Version 5 is expected to be posted by June 2014.

GIANT MINE PROCUREMENT OUTLOOK

OVERVIEW

The Procurement Outlook out for the Giant Mine Remediation Project has been discussed with interested parties at Industry Days, held in Yellowknife in 2010 and in 2012. Since these information sessions, the plan to contract for the project has changed and updates to the plan have appeared on MERX and on Buy and Sell Canada. Below is an 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.

This information is provided to further guide your decision-making, should you wish to bid on the procurement opportunities associated with the Giant Mine project in Yellowknife. Should you have any questions, please contact Jordanna Hamp, at (204) 983-4460, or jordanna.hamp@pwgsc.gc.ca. Further information about the remediation project may be found [online](#).

Updates to the Giant Mine procurement outlook include:

- interim contracts, to support care and maintenance of the site and activities outlined in [the Site Stabilization Plan](#), prior to full remediation, anticipated in 2018. These contracts are not in support of the project definition or implementation phases of the project, so will not be in place during full remediation;
- long-term contracts that will continue throughout the project definition phase (anticipated to end in 2018), with an option to extend the contract into or to the end of full remediation;
- contracts to be awarded in support of the regulatory and licensing processes; and
- contracts awarded and to be issued by Aboriginal Affairs and Northern Development Canada (AANDC).

All contracts listed here have been, or will be, tendered competitively, unless otherwise stated.

I. INTERIM CONTRACTS SUPPORTING CARE AND MAINTENANCE AND SITE STABILIZATIONS

A. Contracts with engineering components:

1. Interim Giant Mine Engineer – General Design Awarded: March 2013 to AECOM Canada Ltd.

This contract includes supporting the care and maintenance contractor for emergency work, and providing support to the interim construction manager as needed. Work under this contract will not support any preliminary design, Class B cost estimates or detailed design of the remediation plan. Disciplines include: electrical, geotechnical, hydrological, surveying, structural engineering, and geo-spatial modeling.

Contract: April 2013 to March 2015; with a one-year extension option.

2. Roaster Complex Deconstruction (Design/Deconstruct) Awarded: March 2013 to Parsons Canada Ltd.

In support of urgent site stabilization activities, the work under this contract consists of a comprehensive demolition plan and the supply of all labour, equipment and materials to decontaminate and deconstruct the roaster complex, its associated structures, and equipment.

Contract: March 2013 to January 2015.

3. Interim Underground Stabilization (Design/Construct) Tender A: April 2013 - No award was made as a result of this tender. Tender B: Estimated February 2014

Also in support of urgent site stabilization activities, the work under this contract will consist of developing a comprehensive design/plan, as well as supplying all labour, equipment and materials necessary to stabilize urgent high risk areas underground.

Contract: anticipated to end March 1, 2016.

B. Contracts with no engineering components:

**1. Interim Construction Management
Awarded: February 2013 to A G Clark Holdings Ltd.**

This contractor will provide construction management advisory and support services and fulfill the duties of a construction general contractor on site before full remediation begins. Construction activities may include replacement of electrical sub-stations and improvements to the existing effluent treatment plant.

Contract: anticipated to end February 28, 2015, allowing for a potential overlap between the interim and the main construction manager (MCM).

**2. Care and Maintenance (new)
Awarded: March 2013 to Nuna Logistics Limited, Deton'Cho/Nuna Joint Venture**

This contract maintains the mine in environmental compliance until the long-term remediation plan is implemented, and the main construction manager is in place. Work includes, but is not limited to, maintaining the mine in a dewatered and environmentally compliant state, operating the effluent treatment plant, performing risk mitigation work/services, protecting the public from accidental harm and securing and protecting the property. This contract may novate or transfer to the main construction manager, provided both entities are separate from one another.

Contract: March 2013 to September 2014, with one remaining six-month option.

**3. Emergency Interim Underground Stabilization - Construction Management
Awarded: July 2013 to A G Clark Holdings Ltd.**

Underground stabilization work is urgently required to protect the health and safety of the public, the mine workers and the environment at the Giant Mine as part of the project's Site Stabilization Plan. A tender for the work issued by PWGSC in April 2013 was non-productive, thus requiring the use of emergency contracting authority to procure the Construction Manager (CM) services necessary to deliver the work required in the 2013 season. This risk requires immediate attention to reduce the potential for flooding of the underground during freshet in spring 2014. In order to address the risk before freeze-up, a sole source contract was directed to A G Clark Holdings Ltd as the only supplier

on site with the ability to commence the work required in summer 2013. The remainder of the urgent work will be completed via a new competitive tender in February-2014.

Contract: ends February 28, 2014.

4. Interim Air Monitoring

Awarded: September 2013 as a sole-source contract to SLR Consulting (Canada) Ltd.

This is a short term interim contract to support the Giant Mine's Air Quality Monitoring Program. A consultant is required to provide ambient air monitoring and evaluation services at the Giant Mine site during Site Stabilization activities. The consultant will regularly monitor, evaluate, document and report on ambient air quality in the vicinity of the Giant Mine site and in the general area of the city of Yellowknife, to evaluate any potential risk to human health posed by airborne emissions resulting from the site and site activities. A long term ambient air monitoring contract is currently on tender.

Contract: ends March 15, 2014.

II. LONG -TERM CONTRACTS

1. Giant Mine Engineer – Environmental Support Services Awarded: May 2013 to AECOM Canada Ltd.

Work under this contract will include providing quality assurance for the roaster deconstruction, hazardous waste abatement, demolition, and remediating contaminated soils, and conducting site investigations and studies to support the environmental assessment and water licence. This contractor will also develop performance-based specifications with cost estimates for remediation work packages. Disciplines include: Hazardous material identification and handling, industrial hygiene, environmental sciences, biologists, risk assessment, etc.

Contract: May 2013 to March 2017, with 6 one-year extension options.

2. Giant Mine Engineer – Mining Support Services Awarded: May 2013 to Golder Associates Ltd.

Work under the mining support services contract will include providing quality assurance on remaining underground stabilization design-build contracts, conducting site investigations and studies in response to the environmental assessment and water licence, and undertaking assessments associated with the underground aspects of the mine. This contractor will also develop performance-based specifications with cost estimates for remediation work packages, including those for underground stabilization. Disciplines include: geotechnical – soil and rock mechanics, mining engineering, hydrology, survey, and geophysics.

Contract: May 2013 to March 2017, with 6 one-year extension options.

3. Giant Mine Engineer – Civil Design Awarded: December 2013 to Golder Associates Ltd.

Work under this contract will include completing civil-based preliminary design packages, Class B cost estimates, detailed design packages, and providing engineering and construction support during remediation. As the site engineering integrator for the project, this contractor will be responsible for the co-ordination of design elements between consultants and work packages. Disciplines include: civil, hydraulics, hydrodynamics, geotechnical and geochemical.

Contract: December 2013 to 31 March 2017, with 8 one-year extensions.

**4. Giant Mine Engineer – General Design
Awarded: December 2013 to AECOM Canada Ltd.**

This contractor will complete the multi-disciplinary preliminary design packages, Class B cost estimates, detailed design packages and will provide support during remediation. In addition, this firm will complete design and provide quality assurance on the freeze solution and provide oversight on the new effluent treatment plant to be tendered separately. Disciplines include: mechanical, electrical, process, chemical, structural and instrumentation.

Contract: December 2013 to 31 March 2017, with 8 one-year extensions.

**5. Air Monitoring Program
Tender closed on January 24th, 2014. Under Evaluation.**

This requirement will support the Giant Mine's Air Quality Monitoring Program. The consultant will regularly monitor, evaluate, document and report on ambient air quality at the Giant Mine Site, in the vicinity of the Giant Mine site and in the general area of the city of Yellowknife, to evaluate any potential risk to human health posed by airborne emissions resulting from the site and site activities. This contract may novate or transfer to the main construction manager, provided both entities are separate from one another.

Contract: February 2014 to December 2015 with 6 additional 3 month extension options.

**6. Interim Environmental Monitoring Program (EMP)
Anticipated tender: March 2014**

This requirement is currently being developed. This contract may novate or transfer to the main construction manager, provided both entities are separate from one another.

Contract: Date of contract award to December 2015 with 6 additional 3 month extension options.

7. Main Construction Management (MCM) Anticipated tender: September 2014

Background

The majority of Giant Mine Construction Work after March 2015 is expected to be delivered using a main construction manager (MCM). Based on current planning and regulatory approval schedules the MCM contract activities will vary between three (3) Terms that involve different requirements, as briefly described below.

Term 1 – Planning and Effective Project Approval (EPA)

The activities that the MCM will be required to undertake during this Term generally include:

- Mine Manager responsible for overall Site Health & Safety as per the Government of the Northwest Territories (GNWT) Mines Act
- Care and Maintenance (C&M) - either through a sub-contract or through Novation of an existing PWGSC C&M Contract

Definition

“Novation”: is the entering into of a new contract rather than a transfer in its entirety.

When novating, the MCM accepts all the rights, liabilities, duties and obligations of Canada under and in respect of the Contract, with the effect that the Contractor and the MCM will enter into a new Contract ("**New Contract**") between them having terms identical to those of the Old Contract.

The Novation of an existing PWGSC contract allows for the continuity of a service while the successful MCM develops their own tender documents for that service work package.

- Development of and implementation of a Site Wide Environmental Monitoring Program (EMP) and other aspects of a Site Wide Environmental Management System (including the Air Monitoring Program) – either through a sub-contract or through Novation of existing PWGSC Contracts.

- Conversion of Design Packages to Construction Packages
- Construction Sequencing and Scheduling
- Constructability and Construction Risk Assessment
- Assistance with Development of Substantive Cost Estimate to support Effective Project Approval (EPA) by PWGSC and AANDC
- As and When Construction Work to mitigate immediate Health, Safety or Environmental Risks identified by the Project Team (MCM, PWGSC, AANDC and GNWT)
- Completion of outstanding Remediation Construction Activities (if necessary)

Term 2 – Detailed Planning, Pre-Construction and Securing of Water Licence (WL) and Land Use Permit

The activities that the MCM will be required to undertake during this Term generally include:

- Mine Manager responsible for overall Site Health & Safety as per the GNWT Mines Act
- C&M - through a sub-contract
- Continued execution of the EMP (including the Air Monitoring Program) and development of EMP sections for Sub-Contractor documents (Sub-contractors will develop Environmental Protection Plans – EPPs to manage their own work)
- Refined and Finalized Construction Sequencing and Scheduling
- Outlining of requirements and input into Consultant developed Detailed Designs and Cost Estimates
- Development of Sub-Contractor Tender Documents for Overall Remediation

- As and When Construction Work to mitigate immediate Health, Safety or Environmental Risks identified by the Project Team (MCM, PWGSC, AANDC and GNWT)
- Provision of information to support the WL and Land Use Permit applications and support (potentially in-person attendance) on WL information requests and public and technical sessions

Term 3 – Execution of the Overall Remediation

The activities that the MCM will be required to undertake during this Term generally include:

- Mine Manager responsible for overall Site Health & Safety as per the GNWT Mines Act
- C&M - using a sub-contract (C&M will be a diminishing requirement as Remediation progresses – the Statement of Work will be negotiated with PWGSC on an annual basis)
- Continued execution of the overall EMP (including the Air Monitoring Program) and management of the sub-contract EPPs
- Continued Annual Construction Sequencing and Scheduling
- Execution of the Work Packages as a General Contract using Sub-Contracts

A. DESIGN PACKAGES

The current understanding for the work to be delivered by the MCM is a combination of performance-based (P/B) and design-bid-build (D/B/B) construction work packages. Consequently, the MCM will be working with the design engineers to determine the construction work package requirements. The table below summarizes the design packages PWGSC's design consultants have been advancing design on, along with a brief description and the anticipated procurement approach (P/B or D/B/B) for each design package. Note that all design engineering contracts for the Project will be held directly by PWGSC.

Procurement Approach	Potential Work Package	Description
Performance-Based	Demolition and Debris	The demolition and disposal of site structures and utilities as well as the collection of all surface debris.
	Contaminated Soil	Remediation of contaminated soil at the site by either excavation or by capping and covering.
	Openings to Surface	Permanent closure of mine openings.
	Open Pit Closure	Stabilization of the pits to address geotechnical concerns and construction of fences or berms to protect public safety.
	Borrow Sources	Development of fine and coarse grained borrow sources within the site to meet project requirements.
Design-Bid-Build	Underground	Complete underground stabilization activities such as stope backfill, bulkhead improvements, and access upgrades as defined to meet long term remediation requirements.
	Surface Water	Construction of low maintenance water conveyance systems to direct surface runoff from undisturbed or reclaimed areas to natural receiving streams and to temporarily convey surface runoff from unreclaimed areas to mine water systems for storage and/or treatment
	Baker Creek	Remediation activities to stabilize the Creek isolate or remove contaminants from the environment and restoration activities to support ecological processes.
	Tailings Rehabilitation	Construction of a soil cover over the identified tailings impoundment areas.

Design-Build-Operate	Freeze Program	Supply and install the necessary infrastructure to achieve the freeze objectives for the site.
	Effluent Treatment Plant	Construction of a new ETP and operation of the plant under the MCM's responsibility for a period of approximately 5 years, before hand-over to PWGSC
	Environmental Monitoring Program	Development of and implementation of a Site Wide Environmental Monitoring Program (EMP) and other aspects of a Site Wide Environmental Management System (including the Air Monitoring Program)
	Care and Maintenance	Work comprises of site security, environmental compliance activities, and General Care and Maintenance of the Giant Mine Site

The estimated duration of the contract is ten – 12 years.

8. Project Management Support Services **Anticipated tender: TBD**

The on-site project management functions, including oversight and construction cost control, will be contracted to a project management consultant. This consultant may also oversee work packages tendered by the construction manager. The scope of this requirement is being developed.

9. New Effluent Treatment Plant

The scope of this requirement for the construction of a new effluent treatment plant is also underway. Options include a design-build-operate contract, a design-build-operate (D/B/O) work package tendered under the Main Construction Manager, a private-public partnership (P3) or some other form of long-term operation. Regardless of the final procurement approach (D/B/O or P3), it is anticipated that the Contractor's team will include an engineering component as well for detailed design aspects of the new effluent treatment plant.

10. Strategic Communication Support Services
Anticipated tender: February 2014

Services under this requirement will include the provision of strategic communications services, media relations and event management services. It is anticipated that two standing offers will be awarded as a result of this solicitation. The scope of this requirement is being finalized.

III. PWGSC CONTRACTS SUPPORTING THE REGULATORY PROCESS

A number of contracts are planned under our Environmental Services northern multi-disciplinary consulting services as and when task authorization contracts, to be renewed in the spring of 2014. For the most part, specific tasks to be carried out under these contracts are in support of the regulatory process, including the environmental assessment and the water license application. Work under these contracts may include such things as conducting bird surveys, collecting and analyzing biological samples and assessing and mapping terrestrial habitat.

IV. OTHER CONTRACTS TO BE TENDERED BY AANDC

In addition to the aforementioned contracts, the following will be tendered by AANDC, described briefly as:

1. Mining Project Management

Work under this standing offer will include providing mine site project management expertise in relation to the Giant Mine and Faro Mine care and maintenance, remediation and closure projects.

2. Mining Engineering Support Services

These contractors will conduct research and studies to help guide and inform designs for the Giant Mine and Faro Mine, as well as other mine sites being remediated by AANDC, but will not produce any designs beyond the conceptual level.

3. Independent Technical Peer Review Panel

Work under this standing offer will include providing unbiased, third-party, professional quality assurance on the technical aspects of the Giant Mine and Faro Mine Projects, as well as other mine sites being remediated by AANDC.

V. CONFLICT OF INTEREST IN GOVERNMENT CONTRACTING

A. Assessing conflicts of interest or an unfair advantage (excluding conflicts of interest with former public servants):

The Government of Canada has an array of legal, regulatory and policy requirements in place to ensure its contracting is conducted in an open, fair and transparent way. As the Giant Mine Remediation Project is both large and complex, understandably, conflicts of interest may exist between the various contracts. Further information may be found on the government's [Buy and Sell](#) website on this topic, but in general, the following wording is used when assessing conflicts of interest in government contracting:

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
 - i. if the proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - ii. if the proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the proponent an unfair advantage.
2. The experience acquired by a proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the contracting authority will inform the proponent and provide the proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a proposal, the proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

In general terms, a real or perceived conflict of interest exists where the bidder has had the opportunity to influence the Government of Canada's actions or approach for a particular procurement. The following examples further illustrate where a conflict of interest or a position of an unfair advantage would be deemed to exist:

1. The proponent was involved in defining the requirements of the solicitation, including developing the performance-based specifications.
2. The proponent was involved in developing the procurement strategy, including developing the evaluation criteria or defining how the remediation work would be carried out.
3. The proponent will be required to perform quality assurance on its own work.
4. The nature of the work will limit the ability of the proponent to be completely objective in fulfilling its obligations under current contracts.
5. The proponent has or will have access to information unavailable to other bidders.
6. The proponent was awarded work through a secondary contracting process (i.e. subcontract) in an uncompetitive manner that results in a position of an unfair advantage.
7. The proponent is one of the GM engineers and is intending to provide advisory services under the MCM contract.

NOTE: If a member firm of a joint venture is one of the GM engineers, the joint venture would be considered in a conflict of interest if they were to bid on the MCM. If a firm bidding on the MCM (as a joint venture or prime) is a sub-contractor to one of the GM engineers, they would also be considered in a conflict of interest if they bid on the MCM.

The GM engineers and any of their subcontractors will be unable to bid on work packages tendered by the MCM that were designed by that engineering team.

8. The proponent is providing advisory services under the MCM contract and intends to be part of a design-build team bidding on a work package tendered by the MCM.

NOTE: If a subcontractor to the MCM contract is providing core services (including the role of Senior Project Manager, Senior Superintendent, Mine Manager, Environmental Manager, Contracts Manager, Controls Manager, Cost Estimator, Administration, Health

and Safety Coordinator, etc.) under the MCM contract, they would be considered in a conflict of interest if bidding on work packages tendered by the MCM.

9. If the proponent had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the proponent an unfair advantage.

B. Potential conflicts specific to the Giant Mine project's contracts:

Please refer to the tables (below) for a graphic representation of the areas where the Department has determined a conflict of interest could exist between contracts. As illustrated in the tables, proponents bidding on or holding one contract may be ineligible to bid on another. Potential conflicts of interest are explained below.

1. Conflicts of interest with PWGSC contracts (Table 1):

Engineering requirements:

The main engineering requirements, described above as long-term contracts, have been divided into four categories based on the level of design required to define the work and on the engineering disciplines required to complete the design activities. This approach creates independent engineering contracts, which allows consultants to bid on some or all of the engineering work. By dividing the packages by discipline, work completed under one contract should not conflict or result in an unfair advantage to any of the remaining three long-term engineering contracts.

A conflict of interest, however, can exist between the above-mentioned long-term engineering contracts and the engineering requirements necessary to complete the design-build contracts or work packages tendered by the MCM. The engineering firm holding one of the long-term contracts who prepares the performance-based specifications to be used by the engineer who is completing the design for one of the MCM's design-build package(s) would not be able to bid on that design-build package.

Project Management support services:

Other conflicts exist with the project management (PM) support services contractor and the extent of its engineering functions. As this contractor may provide PM support to PWGSC, it may be involved in managing the construction manager's work packages, and/or defining the engineering requirements for those packages. As the on-site representative for the Department, this contractor will also provide quality assurance during construction. Given these situations, and to avoid a conflict of interest, PWGSC has determined the PM support services contractor cannot perform any other engineering functions on the project.

Strategic Communication support services:

As mentioned, services under this requirement will include the provision of strategic communications services, media relations and event management services. Consequently, this consultant cannot also be providing services under other contracts for the Giant Mine Remediation Project, other than communications services. A perceived conflict of interest could exist for the consultant responsible for media relations if they were also providing other services for the project.

New effluent treatment plant:

Engineering requirements for the new effluent treatment plant may also provide areas where a potential conflict of interest exists. As a design-build-operate (DBO) or P3 project, it is expected that the Giant Mine general design engineer will prepare the performance-based specifications for the plant and review the designs provided by the contractor's design consultant. As indicated earlier, the same consultant cannot be part of both engineering teams. A perceived conflict of interest could exist between the contractor's engineer and either of the environmental services consultant or the environmental monitoring services consultant. The environmental services consultant may be involved with studies or investigations which define the requirements for the new effluent treatment plant; the monitoring services consultant will be conducting testing to ensure plant effluent meets the water licence criteria. As a result of the perceived conflict of interest associated with these scenarios, separate consultant firms will hold these contracts.

Air Monitoring/Environmental Monitoring Program:

The Air Monitoring contractor resulting from the currently posted tender (Solicitation No. EW699-141369/A) will create a conflict of interest with the Giant Mine Civil Design Engineer contract and the Giant Mine General Design Engineer contract. The nature of the Civil and Design work will limit the ability of the proponent to be completely objective in fulfilling its obligations under the Air Monitoring contract. To maintain objectivity in monitoring the work we need the design responsibility to remain independent from the monitoring work.

There is a conflict of interest between most current PWGSC contracts and the Air Monitoring contract, with the following exception: the Interim Ambient Air Monitoring contract. In terms of upcoming tenders, no conflict of interest has been determined between the Air Monitoring contract and the Environmental Monitoring Program requirement and the MCM requirement currently in development and planned for 2014.

It is anticipated the Air Monitoring contract will be novated to the MCM and will be eventually be bundled with the Environmental Monitoring Program and tendered as a work package under the MCM. In terms of work packages being tendered under the MCM:

- (a) If the successful contractor on the Air Monitoring contract is not a part of the MCM team, they can bid on work packages under the MCM, including the bundled monitoring work package.
- b) PWGSC does foresee a conflict of interest between the bundled monitoring package to be tendered by the MCM and other work packages to be tendered by the MCM, however, this will need to be reassessed in collaboration with the MCM once that contract is awarded as it will be dependent on the procurement strategy and sequencing of the work packages.
- (c) If the successful contractor on the Air Monitoring contract is a part of the MCM team, they cannot bid on any tendered MCM work packages. Also, the individuals proposed to be part of the MCM team cannot already be the main individuals currently providing services under another contract.

A summary of all of the conflict of interest assessments between the anticipated PWGSC contracts is provided in Table 1: Assessment of PWGSC Giant Mine contracts against anticipated requirements.

2. Contracts supporting the regulatory process (Table 2):

Work performed under the Environmental Services northern multi-disciplinary consulting services contract does not affect design nor does it provide a quality assurance function. However, work under these contracts may involve the development of monitoring programs. A conflict of interest would exist between the contractor developing the monitoring program and the contractor implementing the monitoring program.

Assessments of conflict of interest between anticipated contracts and current and upcoming tasks under the northern consulting contract for regulatory processes are outlined in Table 2: Assessment of PWGSC Environmental Services consultant contracts against anticipated Giant Mine requirements.

3. Other contracts (Table 3):

Consultant services tendered by AANDC have typically been for studies to inform design and independent technical peer reviews at a level above PWGSC. As this latter function will provide quality assurance to the anticipated PWGSC Giant Mine contracts, a conflict of interest would exist if the same consultant was named on both departments' contracts.

AANDC intends to use the Mining Project Management Standing Offer Agreement (SOA) for internal project control support, and it will not be used to direct PWGSC. Therefore, no conflict exists between AANDC's Mine Project Management SOA and PWGSC's Project Management Support Services contract. (However, because of the function of general oversight, a conflict would remain between AANDC's and PWGSC's other engineering contracts.)

A more complicated exception is with AANDC's Mining Engineering Support Services SOAs. These SOAs are intended for work on more than just the Giant Mine project (e.g. the Faro Mine Project). Consultants holding an engineering contract with PWGSC for Giant could also hold an SOA with AANDC for Mining Engineering Support Services but could not perform work on Giant that would in any way influence the work they are doing for PWGSC.

A summary of the conflict of interest assessments between the anticipated PWGSC contracts and the AANDC SOAs is shown in Table 3: Assessment of AANDC Consultant SOAs against Anticipated Project Requirements.

VI. DISCLAIMER STATEMENT

The analysis above, and in the tables below, is based on the current procurement plan. This assessment of existing and future contracts is intended to identify the known conflicts and is based on information currently available as of January 2014. Public Works and Government Services Canada seeks to proactively avoid placing any contractor in a conflict of interest or in a position of an unfair advantage. Accordingly, contractors must notify PWGSC of any circumstance that may place them in a conflict of interest or in a position of an unfair advantage. The information provided in relation to the Giant Mine Procurement Plan is subject to change at any time. Proponents assume all risk in submitting bids that they may be conflicted out of future procurements as outlined in Table 1.

VII. COI ASSESSMENT TABLES

The following tables are a graphical representation of The Conflict of Interest and Unfair Advantage assessment conducted by PWGSC in relation to the Procurement Plan for Giant Mine dated January 2014. The tables can be read in either direction for contracts listed on both axes.

Terminology:

MCM – Main Construction Manager
D/B – Design Build
D/B/B – Design Bid Build
D/B/O – Design Build Operate

Summary Table 1: Assessment of PWGSC Giant Mine Contracts Against Anticipated Project Requirements																				
Current or Upcoming Contracts	Title	Care and Maintenance	Roaster Complex Deconstruction	Interim General Design Engineer	Interim Construction Management	Environmental Support Services	Mining Support Services	Emergency Interim UG Stabilization (Construction Management)	Interim Ambient Air Monitoring	Interim UG Stabilization	GM Civil Design Engineer	GM General Design Engineer	Air Monitoring Program	Environmental Monitoring Program	Project Management Services	Strategic Communication Support Services	MCM Advisory	Environmental Monitoring Program	Care and Maintenance	
	Contractor	Daton/Chonura Joint Venture	Parsons Canada Ltd.	AECOM Canada Ltd.	A.G.Clark Holdings Ltd.	AECOM Canada Ltd.	Golder Associates Ltd.	A.G.Clark Holdings Ltd.	SLR Consulting (Canada) Ltd.	D/B Contract	Contract	Contract	Under Evaluation	Contract	Contract	Standing Offer(s)	Contract			
Current or Upcoming Contracts	Tool	Contract	D/B Contract	Contract	Contract	Contract	Contract	Contract	Contract	D/B Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract			
	Care and Maintenance																			
	Roaster Complex Deconstruction																			
	Interim General Design Engineer																			
	Interim Construction Management																			
	Environmental Support Services																			
	Mining Support Services																			
	Emergency Interim UG Stabilization - Construction Management																			
	Interim Ambient Air Monitoring																			
	Interim UG Stabilization																			
	GM Civil Design Engineer																			
	GM General Design Engineer																			
	Air Monitoring Program																			
	Environmental Monitoring Program																			
	Project Management Services																			
	Strategic Communication Support Services																			
	MCM - Advisory																			
	MCM - D/B Demo & Debris																			
	MCM - D/B Contaminated Soil																			
	MCM - D/B Openings to Surface																			
	MCM - D/B Open Pit Closure																			
	MCM - D/B Barrow Source Development																			
	MCM - D/B Underground Closure																			
MCM - D/B/S Surface Water																				
MCM - D/B/S Baker Creek																				
MCM - D/B/S Tailings Cover																				
MCM - D/B/S Frieze																				
MCM - Environmental Monitoring Program																				
MCM - Core and Maintenance																				
DBO New Effluent Treatment Plant																				

	No conflict of interest or unfair advantage identified as of February 2014.
	A Conflict of interest and/or unfair advantage does or will exist.
	A Conflict of interest and/or unfair advantage may exist. To be determined in collaboration with the MCM.

Summary Table 2 (Part 1): Assessment of PWGSC Environmental Services Consultant Contracts Against Anticipated Giant Mine Requirements														
Contractor	AECOM Canada Ltd.		SENES Consultants Ltd.						Stantec					
	Regulatory Support	Finalizing the Site-Wide Air Quality Monitoring Program	Underground Advanced Remediation Works Specification Development Bidder's Conference	Regulatory Support	Updated Human Health / Ecological Risk Assessment for the Aquatic Environment	SENES Senior Peer Review Support Services	EA & Water License - Permits for Total Project Water License	Consolidated Project Description	Baker Reach Habitat Summary & Restoration Concepts Assessment	Supplementary Fish Sampling on Yellowknife Bay	Re-Development of Surveillance Network Program	Completion of Regional Fish Tissue Analysis	Baseline Data Collection & Hydrodynamic Modeling in Yellowknife Bay	Baseline Aquatic Data Collection in Lower Martin Lake, Trapper Creek & Upper Baker Creek
Current or Upcoming Contracts		Title	Status	Tool										
		Roaster Complex Deconstruction (D/B)												
		Interim General Design Engineer												
		Environmental Support Services												
		Mining Support Services												
		Interim U/G Stabilization (D/B)												
		GM Civil Design Engineer												
		GM General Design Engineer												
		Project Management Services												
		Strategic Communication Support Services												
		Interim Ambient Air Monitoring												
		Air Monitoring Program												
		Environmental Monitoring Program												
		MCM - Advisory												
		MCM - D/B Demo & Debris												
		MCM - D/B Contaminated Soil												
		MCM - D/B Openings to Surface												
		MCM -D/B Open Pit Closure												
		MCM - B/D Borrow Source Development												
		MCM -D/B Underground Closure												
		MCM - D/B/B Surface Water												
		MCM - D/B/B Baker Creek												
		MCM - D/B/B Tailings Cover												
		MCM - D/B/B Freeze												
		MCM - Environmental Monitoring Program												
		MCM - Care and Maintenance												
		D/B/O New Effluent Treatment Plant												

	No conflict of interest or unfair advantage identified as of February 2014.
	A Conflict of interest and/or unfair advantage does or will exist.
	A Conflict of interest and/or unfair advantage may exist. To be determined in collaboration with the MCM.

Summary Table 2 (Part 2)												
Contractor			SLR	Tait Communications	Unknown (Anticipated Work Packages)							
Current or Upcoming Contracts			Implementation of Site-Wide Interim Air Quality Program	Engagement Strategy	Supplementary Fisheries Act Fish Habitat Harmful Alteration, Disturbance or Destruction Authorization Work for Baker	Aquatic Effects Monitoring Program Development	Baseline Terrestrial Vegetation/ Wildlife Assessment	Baker Creek Reach 4 Fisheries Act Requirements & Site Supervision	Scoping Baker Reach 4 Fish Habitat Improvement	Baseline Noise Assessment	EA & Water License - Total Project Licensing Package	Long-Term Environmental Monitoring Program - Development of Preliminary Program
			Status Tool	Ongoing TA	Ongoing Contract	Upcoming TA	Upcoming TA	Upcoming TA	Upcoming TA	Upcoming TA	Upcoming TA	Upcoming TA
Roaster Complex Deconstruction (D/B)												
Interim General Design Engineer												
Environmental Support Services												
Mining Support Services												
Interim U/G Stabilization (D/B)												
GM Civil Design Engineer												
GM General Design Engineer												
Project Management Services												
Strategic Communication Support Services												
Interim Ambient Air Monitoring												
Air Monitoring Program												
Environmental Monitoring Program												
MCM - Advisory												
MCM - D/B Demo & Debris												
MCM - D/B Contaminated Soil												
MCM - D/B Openings to Surface												
MCM - D/B Open Pit Closure												
MCM - B/D Borrow Source Development												
MCM - D/B Underground Closure												
MCM - D/B/B Surface Water												
MCM - D/B/B Baker Creek												
MCM - D/B/B Tailings Cover												
MCM - D/B/B Freeze												
MCM - Environmental Monitoring Program												
MCM - Care and Maintenance												
D/B/O New Effluent Treatment Plant												



Summary Table 3: Assessment of AANDC Consultant SOAs Against Anticipated Project Requirements

Upcoming contracts	Mining Project Management SOA - Awarded to Outcome/Merit Joint Venture	Mining Engineering Support Services SOAs - Issued to BGC Engineering, Stantec, SRK Consulting, Senes Consultants Limited, Tetra Tech Inc. and Det'on-Cho/Stantec Joint Venture.	Independent Technical Peer Review Panel SOA - Issued to Robertson Geoconsultants
Roaster Complex Deconstruction (D/B)			
Interim General Design Engineer			
Interim Construction Management			
Environmental Support Services			
Mining Support Services			
Emergency Interim U/G Stabilization - Construction Management			
Interim U/G Stabilization (D/B)			
GM Civil Design Engineer			
GM General Design Engineer			
Project Management Services			
Strategic Communication Support Services			
MCM - Advisory			
MCM - D/B Demo & Debris			
MCM - D/B Contaminated Soil			
MCM - D/B Openings to Surface			
MCM -D/B Open Pit Closure			
MCM - B/D Borrow Source Development			
MCM -D/B Underground Closure			
MCM - D/B/B Surface Water			
MCM - D/B/B Baker Creek			
MCM - D/B/B Tailings Cover			
MCM - D/B/B Freeze			
D/B/O New Effluent Treatment Plant			

	No conflict of interest or unfair advantage identified as of February 2014.
	A Conflict of interest and/or unfair advantage does or will exist.
	A Conflict of interest and/or unfair advantage could exist with related services to Giant Mine but not other AANDC Projects.