



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions
- TPSGC**
10025 Jasper Ave., 5th Floor
ATB Place
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**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 Main Construction Mngmt- Giant Mine	
Solicitation No. - N° de l'invitation EW702-141166/G	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client EW702-141166	Date 2017-02-27
GETS Reference No. - N° de référence de SEAG PW-\$GMP-012-6553	
File No. - N° de dossier GMP-3-36061 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-16	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: Bogus, Katherine	Buyer Id - Id de l'acheteur gmp012
Telephone No. - N° de téléphone (587) 920-3075 ()	FAX No. - N° de FAX (780) 497-3510
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

This amendment has been raised to modify solicitation EW702-141166/G as follows:

Question 19:

Will the proposal score be negatively impacted if the proponent consists either of a Joint Venture arrangement or a contractor/sub-contractor relationship, versus a sole entity submission?

Answer 19:

The ownership or control structure of the bidding entities will not be evaluated in terms of preference for any one form of bidder.

Question 20:

Please distinguish between the terms "Proponent" as defined on page 73 and "Proponent Team" which is not defined, but referred to on page 44 SRE 4.2.

Answer 20:

"Proponent Team" will be inserted as a definition in the Supplementary Conditions. See below.

Question 21:

Will core team resumes be evaluated lower if the team member resumes are from a subcontractor instead of the Proponent?

Answer 21:

No, the evaluations of the core team resumes will not be impacted due to the fact that it could be from a subcontractor.

Resumes will be assessed on an individual basis, in accordance with the evaluation criteria. The structure of the Proponent will not impact the evaluation of the Key Personnel.

Question 22:

Please clarify if the values stated in the Project Insurance Requirement (SRE 4 Page 43), in the Risk Allocation Framework, are total project values that we are required to allocate to the contractors and the proponent or just an example. For example, is the \$100,000,000 CGL / Umbrella Liability firm or are we required to supply our own total insurance value. Is the project Automobile Liability of \$2,000,000 required to be split or is that required from each contractor?

Answer 22:

The \$100,000,000 CGL insurance requirement is the overall project insurance requirements. Proponents are required to determine the insurance coverage that the Proponent will provide, and determine the insurance coverage that the Proponent will require from the sub-contractors.

The same application applies to all insurance requirements as identified in Annex C - Certificate of Insurance

Question 23:

If information needs to be released to the public during Term One or Term Two will the PWGSC Team or the Proponents Team be responsible for releasing the information?

Answer 23:

If required, the Government of Canada will release information to the public during the course of the contract.

Question 24:

Please clarify that we are required to provide a completed Mandatory Code of Conduct and Certification form as per SRE 2 - 2.2.1(b) item xi, for Phase 1. The Mandatory Code of Conduct and Certification form is not listed under the mandatory requirements for Phase 1, noted in SRE 4.1.

Answer 24:

As per SRE 4.1.2D, and SRE 5.1.5 the Integrity Provisions are to be submitted as per Appendix 8 for both Phase One and Phase Two.

As per SI01 Integrity Provisions, where a Proponent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Proponent must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

Insert:

Request for Proposal SC01, 1) Changes to Contract Documents, 1) R2810D: Add the following Terminology to GC1.1.2:

“Proponent Team” means the persons or entities identified by the Proponent as being integral to the management and execution of the project. Not necessarily limited to the Core Staff.

Delete:

RFP: Supplementary Conditions R2810D: GC1.22 Rights to Intellectual Property

6) Licence to Foreground for Other Projects

The Consultant hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights that vest in the Consultant pursuant to paragraph 3, for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph 4 as it relates to such other project. In the event that Canada exercises such IP Rights in an other project, and provided that Canada does not already have equivalent rights under a previous contract or otherwise, the Consultant agrees that it has received adequate compensation for the license in its contract price and having regard to Canada's contribution to the cost of development of the Foreground. The Consultant shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the Consultant under this Agreement, the purchaser, assignee, transferee or licensee agrees to be bound by the terms

of this provision. The Consultant shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

Insert:

RFP: Supplementary Conditions R2810D: GC1.22 Rights to Intellectual Property

6) Licence to Foreground for Other Projects

The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights that vest in the Contractor pursuant to paragraph 3, for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph 4 as it relates to such other project. In the event that Canada exercises such IP Rights in an other project, and provided that Canada does not already have equivalent rights under a previous contract or otherwise, the Contractor agrees that it has received adequate compensation for the license in its contract price and having regard to Canada's contribution to the cost of development of the Foreground. The Contractor shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the Contractor under this Agreement, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision. The Contractor shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

Additional Information for the Bidder's Conference

Proponents are reminded that attendance at the Bidder's Conference is mandatory. The conference will begin at 9:00 AM on March 7th and March 8th. Proponents who arrive after 11:00 AM on March 7th will not be permitted to join the meeting, and will be precluded from bidding.

As this is a Mandatory Bidder's Conference, interested Proponents are required to be in attendance for the duration of the conference (March 7th & 8th) in order to be able to submit a bid. It is mandatory that at least 1 representative per bidding entity be in attendance to be considered eligible.

Agenda as follows:

March 7, 2017	
9:00 to 9:15	Opening Remarks/Introductions (PSPC)
9:15 to 9:45	Background (INAC)
9:45 to 10:30	Aboriginal Involvement/Socio-Economic Context (INAC)
10:30 to 11:00	Health Break
11:00 to 12:15	RFP Part 1 (PSPC)
12:15 to 1:15	Lunch Break
1:15 to 2:30	RFP Part 2 (PSPC)
2:30 to 2:45	Health Break
2:45 to 4:30	Terms of Reference Part 1 (PSPC)
March 8, 2017	
9:00 to 10:30	Terms of Reference Part 2 (PSPC)
10:30 to 10:45	Health Break
10:45 to 11:45	Open Floor/Questions (PSPC)
11:45 to 1:15	Lunch
1:15 to 1:45	Site Overview Presentation (Optional) (PSPC)
1:45 to 4:00	Site Tour (Optional) (PSPC)