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Title - Sujet Giant Mine Assessment	
Solicitation No. - N° de l'invitation EW702-140115/G	Date 2017-03-31
Client Reference No. - N° de référence du client EW702-140115	GETS Ref. No. - N° de réf. de SEAG PW-\$GMP-012-6575
File No. - N° de dossier GMP-3-36007 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-29	
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 (780) 497-3547 ()	FAX No. - N° de FAX (780) 497-3510
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	

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GIANT MINE PROCUREMENT OUTLOOK

OVERVIEW

The Procurement Outlook for the Giant Mine Remediation Project has been discussed with interested parties on an ongoing basis over the past 6 years. Various information sessions including Industry days in 2010, 2012, and 2016 were open to the public in Yellowknife. The RFP posting for the Main Construction Management (MCM) contract has been posted to Buy & Sell. The contracting plan for the project remains consistent with what was presented at the Feb. 25th, 2016 Industry Day event in Yellowknife. Below is an updated list of the existing and upcoming contracts for the project, as well as information related to known and potential conflicts of interest with respect to contracting with the Government of Canada and Main Construction Manager.

This information is provided to further guide your decision-making, should you wish to bid on the procurement opportunities associated with the Giant Mine Remediation Project (GMRP) in Yellowknife. Should you have any questions, please contact Katherine Bogus, at (587) 920-3075, or katherine.bogus@pwgsc.gc.ca. Further information about the remediation project may be found [online](#).

The 5 year look ahead for the project is as follows;

2016-2017

- Complete Surface Design Engagement.

2017-2018

- Tender and Award Term 1 of the Main Construction Management (MCM) contract.
- Advance EA measures, engage on design elements, develop Closure and Reclamation Plan.
- Canada retender of Strategic Communications Support Services
- Canada intends to Tender and Award C-509 UG Stabilization (Separate contract initially is plan A for execution in Summer 2017)
- MCM Tender for the C&M sub-contract or multiple sub-contracts, Environmental Monitoring sub-contract and potentially C-509 UG Stabilization (if not previously awarded directly by Canada in the spring of 2017).

2018-2019

- Advance EA measures, finalize design decisions to support remediation

2019-2020

- Develop substantive cost estimate for implementation phase based on updated Closure and Reclamation Plan. Submit Water License to MVLWB

2020-2021

- Term 1 option period of MCM implementation authorities and Water Licence approval.

- Term 1 option period: MCM Tender for Town site Demolition & Contaminated Soil Sub-contract or multiple sub-contracts, Landfill Development & Operation Sub-contract or multiple sub-contracts, Borrow Development & Crushing Sub-Contract or multiple sub-contracts, and potentially the tender of the TRP Facility Demolition sub-contract, Chamber 10 Freeze Completion Sub-contract, AR1 Drill Pad Construction Sub-contract and AR2 Drilling and Pipe Installation sub-contract.

Updates to the Giant Mine procurement outlook include:

- long-term contracts that will continue throughout the project definition phase (anticipated to end in 2020), 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 Indigenous and Northern Affairs Canada (INAC).

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

I. INTERIM CONTRACTS SUPPORTING CARE AND MAINTENANCE AND SITE STABILIZATIONS

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. The scope of this contract is anticipated to be complete by March 31, 2018.

This Interim Giant Mine Engineer contract does not create a conflict with the Main Construction Management contract or any of the subsequent work packages (Sub Contracts). AECOM Canada Ltd., is however ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of other contracts.

Contract Duration: April 2013 to March 2018

2. Care and Maintenance 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. This is dependent on the timelines and effectiveness of the MCM RFP process.

The current Care & Maintenance contractor is eligible to bid on the Main Construction Management RFP. If successful, they would be ineligible to bid on any of the MCM subsequent work packages (sub-contracts) including the new C&M work packages. If they refrain from bidding on the MCM RFP or are not successful they remain eligible to bid on future C&M work packages tendered by the MCM.

Contract: March 2013 March 31, 2018.

3. Air Monitoring Program

Awarded: February 2014 to SLR Consulting (Canada) Ltd.

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.

The current Air Monitoring Program Contractor is eligible to bid on the Main Construction Management RFP. If successful, they would be ineligible to bid on any of the MCM subsequent work packages (sub-contracts) including the new Air Monitoring work packages. If they refrain from bidding on the MCM RFP or are not successful they remain eligible to bid on future Air Monitoring work packages tendered by the MCM.

Contract: February 2014 to March 31, 2017 with a planned extension to June, 2018

4. Interim Construction Management II

Awarded: Feb 2015 to Parsons Canada 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.

The current Interim Construction Manager II contractor is eligible to bid on the Main Construction Management RFP. If unsuccessful they would also be eligible to bid on any of the subsequent work packages (Sub Contracts).

Contract: February 19, 2015 – March 31, 2017 with a planned extension to December 31, 2017

II. LONG -TERM CONTRACTS

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

Work under this contract includes 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.

AECOM Canada Ltd., is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: May 2013 to March 2020, with 3 one-year extension options, and the potential for further extensions to the completion of the GMRP.

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.

Golder Associates Ltd., is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: May 2013 to March 31, 2020, with 7 one-year extension options, and the potential for further extensions to the completion of the GMRP.

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.

Golder Associates Ltd., is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of Giant Mine contracts.

Contract: December 2013 to March 31, 2020, with 8 one-year extension options, and the potential for further extensions to the completion of the GMRP.

**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.

AECOM Canada Ltd., is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: December 2013 to March 31, 2020, with 8 one-year extension options, and the potential for further extensions to the completion of the GMRP.

**5. Project Development / Management Services
Awarded: September 2016 to DXB Consulting Ltd.**

The project management functions, including oversight and construction cost control. DXB Consulting may also oversee work packages tendered by the construction manager.

As the role of the Project Management Support Services is to oversee the work packages, a conflict of interest and/or unfair advantage will prevent the MCM from providing this service. Similarly the PM support services provider would be required to be independent of any of the work package subcontracts.

DXB Consulting Ltd., is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: September 2016 to March 31, 2020, with 2 one-year extension options.

6. Strategic Communication Support Services

Awarded: June 2014 to Tait Communication and Consulting Inc.

Services under this Standing Offer Agreement (SoA) include the provision of strategic communications services, media relations and event management services.

As the Strategic Communication support services cannot perform any other functions on this project, the current Standing Offer Holder is deemed to be ineligible for all contracts listed associated with Engineering and Remediation needs. The current service provider is eligible for follow-on contracts/SoAs with scope comparable to the current SoA.

Standing Offer: June 5, 2015 to December 31, 2017 with one (1) remaining one (1) year option period.

7. Main Construction Management (MCM)

Anticipated tender: January 2017

Background

The majority of Giant Mine Construction Work after December 2017 is expected to be delivered using the Main Construction Management (MCM) Contract. Based on current planning and regulatory approval schedules the MCM contract activities will vary between two (2) Terms that involve different requirements, as briefly described below.

The Main Construction Manager cannot perform any of the work packages with their own forces.

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 a tripartite agreement whereby a contract between two parties is rescinded in consideration of a new contract being entered into on the same or substantially the same terms between one of the original parties and a new third party.

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) – through a sub-contract
- 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 INAC
- As and When Construction Work to mitigate immediate Health, Safety or Environmental Risks identified by the Project Team (MCM, PWGSC, INAC and GNWT)
- Completion of outstanding Remediation Construction Activities (if necessary)

Term 1 Option Period – 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 or multiple sub contracts – anticipated tender in Winter / Spring 2018.
- Continued execution of the EMP (including the Air Monitoring Program via sub contracts) 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, INAC 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 2 – 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 Contractor using Sub-Contracts

A. DESIGN PACKAGES

The current understanding for the work to be delivered by the MCM is a combination of performance-based Design Build (D/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 (D/B or D/B/B) for each design package. Note that all design engineering contracts for the Project will be held and managed directly by PWGSC.

Procurement Approach	Potential Work Package	Description
Performance-Based	General Surface Demolition	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 Pits	Stabilization of the pits to address geotechnical concerns and construction of fences or berms to protect public safety.
	Borrow	Development of fine and coarse grained borrow sources within the site to meet project requirements.
	Underground Stabilization	Complete underground stabilization activities such as stope backfill, bulkhead improvements, and access upgrades as defined to meet long term remediation requirements.
Design-Bid-Build	Surface Water Management	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.
	Freeze Program	Supply and install the necessary infrastructure to achieve the freeze objectives for the site.
Design-Build-Operate	New 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
Other Service Work Package	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)
Other Service Work Package	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.

7. Onsite 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. It is unknown at this time if this support services will be required. In the event that it is required, information related to the Conflict of Interest is being provided.

As the anticipated role of the Project Management Support Services is to oversee the work packages, a conflict of interest and/or unfair advantage will likely prevent the MCM from providing this services. Similarly the PM support services provider would be required to be independent of any of the work package subcontracts. If a PM Support Services contract is required an assessment will be completed at a later date, in collaboration with the MCM.

8. 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.

III. PWGSC CONTRACTS SUPPORTING THE REGULATORY PROCESS

A number of contracts are planned under our Environmental Services northern multi-disciplinary consulting services standing offer agreements, to be renewed in the winter of 2017. 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.

It is not expected that Call-ups issued under the Environmental Services northern multi-disciplinary consulting services would create a Conflict of Interest or unfair advantage for the remediation work package subcontracts tendered by the MCM. However, Canada reserves the right to assess each call-up on a case by case basis.

IV. INAC CONTRACTS SUPPORTING THE REGULATORY PROCESS

1. Mining Project Management SOA

Awarded: _May 2013_ to Outcome / Merit Joint Venture

The contractor's mining project management services shall include, but are not limited to developing work breakdown structures, project plans, timelines and schedules, project budgets, and/or risk management plans. In addition the contractor will provide expertise in support of standard project management principles and preparing documents to support project approvals.

It is not expected that this SOA would create a Conflict of Interest or unfair advantage for the Main Construction Management RFP and subsequent MCM work packages (sub contracts) However, Canada reserves the right to assess each call-up on a case by case basis.

2. Mining Engineering Support Services SOA

BGC Engineering, Standing Offer Term April 2016 to March 31, 2017

Stantec, Standing Offer Term May 2016 to March 31, 2017

SRK Consulting, Standing Offer Term April 2016 to March 31, 2017

Arcadis – Senes Consultants Limited, Standing Offer Term April 2016 to March 31, 2017

Tetra Tech Inc., Standing Offer Term April 2016 to March 31, 2017

Det'on-Cho / Stantec Joint Venture, Standing Offer Term April 2016 to March 31, 2017

These contractors will provide technical review support services to the GMRP TRC to ensure that all technical aspects of the project are vetted such that the work conforms to the priorities, standards and scope outlined in the Project Charter, it delivers value for money, as well as conforms to Government of Canada mandates, policies, standards, guidelines, and industry best practice.

It is not expected that this SOA would create a Conflict of Interest or unfair advantage for the remediation work package subcontracts tendered by the MCM. However, Canada reserves the right to assess each call-up on a case by case basis.

This SOA does not currently create a Conflict of Interest of Unfair Advantage in bidding the MCM requirement. However, Canada reserves the right to assess each future call-up on a case by case basis prior to issuance. SRK Consulting is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of the Giant Mine Technical Advisory Services Contract listed below.

**Giant Mine - Mine Post Environmental Assessment Information Package Support Services Call-up issued under the above SOA
Awarded: February 2017 to Arcadis Canada Inc.**

This contractor will support the Project Authority in preparing materials for the development of a Post Environmental Assessment Information Package, including components for the Implementation Water License.

It is not expected that this call-up would create a Conflict of Interest or unfair advantage for the remediation work package subcontracts tendered by the MCM. However, Canada reserves the right to assess each call-up on a case by case basis.

Contract: February 2017 to March 31 2018

3. Independent Technical Peer Review Panel SOA awarded to Robertson Geoconsultants Inc.

The contractor shall provide the services of Technical Subject Matter Expert Resources competent in mine waste geochemistry, mine waste geotechnical engineering, mine site contaminant hydrogeology, mine site water treatment, mine reclamation specialist, ground freezing and permafrost engineering, hydrology and hydraulics, and human health and ecological risk assessment

Robertson Geoconsultants Inc. is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: October 2016 to March 31 2019

**4. Giant Mine Technical Advisory Services
Awarded: December 2016 to SRK Consulting Canada Inc.**

This contractor will provide technical support for SDE activities and other community and industry engagement meetings, including participation in follow-up meetings with interested parties and the project stakeholders. In addition, to provide a technical review and quality assurance function in regards to mine closure of Giant Mine.

The contractor will also provide technical review support services to the GMRP TRC to ensure that all technical aspects of the project are vetted such that the work conforms to the priorities, standards and scope outlined in the Project Charter.

SRK Consulting Canada (INC.), is ineligible to bid on the Main Construction Management RFP and subsequent MCM work packages (sub contracts) as a result of this contract.

Contract: December 2016 to March 31, 2020

5. LodeStar Administration for Sampling Data Management

Contract awarded to Wildrose Consulting in 2009

The contractor provided a database which would allow for the management of environmental sampling data.

It is not expected that this SOA would create a Conflict of Interest or unfair advantage for the Main Construction Management RFP and subsequent MCM work packages (sub contracts) However, Canada reserves the right to assess each call-up on a case by case basis.

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 ineligible to bid on work packages (Sub Contracts) tendered by the MCM.

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.
10. Individuals proposed as part of the MCM core team cannot already be currently dedicated to providing services under another contract.

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

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:

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.

A conflict of interest, has been identified if the above-mentioned long-term engineers attempted to bid on engineering requirements necessary to complete the design-build contracts tendered by the MCM. Either of the long term engineering firms that will be supporting the development of the PIP, and the CM will execute, will not be permitted to bid on any of the MCM work package tenders.

On-site Project Development / Management services and Project Officer Services:

A conflict is deemed to exist, 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, PSPC has determined the PM support services contractor cannot perform any other engineering functions on the project.

The PM support services cannot perform any other engineering functions on this project, and is in a conflict of interest with all of the contracts listed. The current service provider for the Project Development / Management support services is eligible for follow-on contracts/SoAs with scope comparable to the current contract.

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.

As the Strategic Communication support services cannot perform any other functions on this project, and is in a conflict of interest with all of the contracts listed. The current service provider is eligible for follow-on contracts/SoAs with scope comparable to the current SoA.

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/ Monitoring Services:

A conflict of interest was identified between the Air Monitoring Program contract and the Giant Mine Civil Design Engineer contract and the Giant Mine General Design Engineer contract. The nature of the Civil and Design work limited the ability of the proponent to be completely objective in fulfilling obligations under the Air Monitoring Program contract. To maintain objectivity in monitoring the work, the design responsibility needs to remain independent from the monitoring work.

In terms of upcoming tenders, no conflict of interest has been identified between the Air Monitoring Services contract and the Monitoring Services requirement to be tendered by the MCM. The Current Air Monitoring Service provider would be eligible to be part of the MCM proposal.

It is anticipated the Air Monitoring contract will be bundled with the Monitoring Services 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 other tendered MCM work packages (Sub Contracts).

Contracts supporting the regulatory process:

Work performed under the Environmental Services northern multi-disciplinary consulting services Standing Offer Agreement 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.

1. Other contracts:

Consultant services tendered by INAC 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.

INAC may 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 INAC'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 INAC's and PWGSC's other engineering contracts.)

A more complicated exception is with INAC'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 INAC 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.

V. DISCLAIMER STATEMENT

The analysis above, and in the table 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 March 2017. 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.

VI. COI ASSESSMENT TABLE

The following table is 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 September 2016. .

Terminology:

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

Expired or Completed contracts

1. Roaster Complex Deconstruction (Design/Deconstruct) Awarded: March 2013 to Parsons Canada Ltd. Substantially complete by March 2016.

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.

The Roaster Complex Deconstruction contract does not create a conflict of interest with the Main Construction Manager or any of the subsequent work packages (Sub contracts).

2. Interim Underground Stabilization (Design/Construct) Awarded: August 2014 to Det'on Cho Nahanni Construction Ltd. Substantially Complete by March 2016

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.

The Interim Underground Stabilization contract does not create a conflict of interest with the Main Construction Manager or any of the subsequent work packages (sub Contracts).

3. Interim Construction Management Awarded: February 2013 to A G Clark Holdings Ltd. Completed in Dec. 2014.

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.

The Interim Construction Management contract is not in a conflict of interest with the Main Construction Manager or any of the subsequent work packages (Sub Contracts).