



RETURN BIDS TO:

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**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
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Alberta
T2P 3M3

Title - Sujet Main Construction Mngmt- Giant Mine	
Solicitation No. - N° de l'invitation EW702-141166/G	Amendment No. - N° modif. 008
Client Reference No. - N° de référence du client EW702-141166	Date 2017-04-01
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 2017-04-11	
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:

Delete:

Closing Date: April 7, 2017

Insert:

Closing Date: April 11, 2017

Question 25:

Are subcontractors that have been named and will be conducting work as part of the MCM (i.e. filling core positions) be able to bid on future work packages without a conflict of interest?

Answer 25:

Refer to Q10 A. No, subcontractors conducting work as part of the MCM (i.e. filling core positions) will not be permitted to bid on future work packages as this would be a conflict of interest.

Question 26:

Who is involved with the project already and what are their roles? Golder and associates for example. How will they be involved going forward?

Answer 26:

The Procurement Outlook document outlines the contracts currently in place for the Giant Mine Remediation Project. This can be viewed: <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-GMP-012-6575>

Question 27:

Also, is there a timing for implementation of the 'Program Implementation Plan'?

Answer 27:

Refer to 4.1 of Appendix C of the TOR – Project Implementation Plan (PIP).

Refer to MCM TOR Bidder's Conference presentation for more information regarding the schedule.

Question 28:

Will we be provided with the attendance list?

Answer 28:

A copy of the attendance register is attached to this amendment.

Question 29:

Can you please clarify if the bond for Term 2 would be a separate bond and not an extension of the Term 1 bond?

Answer 29:

The contract security is for the duration of the contract. As the contract will be valid to March 31, 2020, the contract security is required to be valid until that point. Upon the issuance of Term 1 Option Period and/or Term 2, the contract security will be required to be extended to the appropriate date.

Question 30:

SC01 CHANGES TO CONTRACT DOCUMENTS:

5) R2890D: Replace sub-paragraph 1) (a) and 1(b) under GC9.2 with the following

1. The Contractor must deliver to Canada either (a) or (b).

a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than \$25,000,000.00 (excluding applicable tax(es)).

b. A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than \$8,000,000.00 (excluding applicable tax(es)).

A. To which terms will this apply?

B. How will the various phases/options be handled from a contractual standpoint? Separate contracts, change orders, or something else?

C. Does the client expect separate bonds for each term, or one continuous bond?

Answer 30:

A. The contract security is for the duration of the contract. As the contract will be valid to March 31, 2020, the contract security is required to be valid until that point. Upon the issuance of Term 1 Option Period and/or Term 2, the contract security will be required to be extended to the appropriate date.

B. Term 1 Option Period and Term 2 will be issued as amendments to the current contract.

C. Separate bonds are not required. Contract security is required for the duration of the contract. Term 1 will be from date of contract award to March 31, 2020. Upon issuance of Term 1 Option Period and Term 2, the contract security will need to be extended to the appropriate date.

Also, note the security deposit has been amended from \$8M to \$10M as per Solicitation Amendment 2.

Question 31:

In Amendment #2, the requirement to list proposed members of the MCM Core Staff was deleted:

“Delete:

SRE 1 General Information

1.1 Phase One proposal

In response to the RFP, interested Proponents submit a Phase One proposal in which they:

- a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
- b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
- c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the MCM Core Staff, and the proposed organizational structure of the Core Staff;
- d. describe the extent to which proposed members of the MCM Core Staff have successfully performed services for projects comparable to the project which is the subject of the proposal;
- e. identify the professional accreditation, experience, expertise and competence of the Core Staff and Key Personnel proposed to be assigned to perform the required services.
- f. comply with all other requirements set out in the RFP for the applicable phase.

Insert:

SRE 1 General Information

1.1 Phase One proposal

In response to the RFP, interested Proponents submit a Phase One proposal in which they:

- a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
- b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
- c. comply with all other requirements set out in the RFP for the applicable phase.

In Amendment #4, Question/Answer 21 discusses core team resumes and evaluation of Key Personnel:

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.

In light of this discrepancy, what is required in Phase I regarding identification of MCM Core Staff members (and alternates) and their resumes?

Answer 31:

Phase One is limited to the evaluation criteria as identified in SRE 4 – Phase One – Mandatory Requirements, Experience of Proponent and Understanding of the Project Submissions Requirements and Evaluation.

Core Staff are not evaluated as part of the Phase One submission.

Question 32:

If proponents are required to name their Core Staff and submit resumes, does each Core Staff member need to submit the Declaration of Convicted Offences form for Phase I? Does this form need to be submitted in a separate envelope with the bid submission?

Answer 32:

As per answer 42, Core Staff are not evaluated during Phase One.

As per SI01 – Integrity Provisions – Declaration of Convicted Offences

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.

Each individual Core Staff member is not required to submit the Declaration of Convicted Offences form. As per Appendix 8 – Integrity Provisions – List of Names

Proponents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent.

Proponents bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Proponents bidding as societies, firms or partnerships do not need to provide lists of names.

Question 33:

Yes or no, if there is no longer a requirement for proponents to name the Core Staff members and include resumes, should the form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/declaration-form-eng.pdf>) be filled out for each organization entering into a joint venture rather than for individual team members?

Answer 33:

The Core Staff members and resumes are not required for Phase One. Individual team members are not required to complete the Declaration form.

As per SI01 – Integrity Provisions – Declaration of Convicted Offences

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.

If any of the suppliers within the joint venture are unable to certify to the provisions and are required to complete a declaration form providing information on Integrity Regime related charges or convictions, they should each do so as an individual company (i.e. one declaration form per company where necessary).

Question 34:

Yes or no, do all signatures need to be original, or will scanned versions of documents with signatures be acceptable?

Answer 34:

As per GI09 – Bid Security Requirements are to be submitted with Phase Two Proposal, and original signatures are required on the bid security.

Refer to 'Delete' and 'Replace' below for clarification on original signatures.

Question 35:

With reference to Terms of Reference item 5.1.8.3, please discuss the level of effort anticipated for the constructability reviews.

Answer 35:

During the development of the PIP, the MCM is expected to evaluate the project as a whole and provide advice and expertise on the constructability of the substantive level designs to ensure the work can be built to cost, schedule and quality goals. The MCM is also expected to assess the sequencing of activities to avoid conflicts/constraints and schedule impacts.

During the development of the Tender Packages, the MCM is expected to provide knowledgeable professionals to advise on constructability and bid-ability of the detailed designs to ensure the work can be efficiently built to meet cost, schedule and quality goals. The design review is not intended to serve as a validation of the design by the MCM; rather the focus of the MCM review should address issues with the bid documents and potential implementation problems.

Question 36:

With reference to Terms of Reference item 5.1.8.3, please confirm if the cost of the technical experts used during the constructability reviews is considered to be part of the core activity costs or is a change order.

Answer 36:

The use of technical experts for planning and constructability reviews as described in the Terms of Reference will not be negotiated using a Change Order process. The use of technical experts to review tender documents for the Term 1 work packages should be included in the percentage mark-up proposed for Term 1 work (Appendix 5 – F – Percentage Fee for Known Work Package Delivery, G – Percentage Fee for Optional Work Package Delivery, I – Percentage Fee for Known Work Package during 24 month Option Period and J – Percentage Fee for Potential Work Packages during 24 month Option period). Technical expertise associated with the development of the PIP development including definition of work packages, constructability review of substantive designs, and sequencing should be included in the lump sum for the Development of the Project Implementation Plan (Appendix 5 – D – Fixed Fee for Project Planning including Constructability of Designs and Project Implementation Plan). The use of technical experts to review tender documents for the Term 2 work packages should be included in the percentage mark-up proposed for Term 2 work (Appendix 5 – M, N or O Percentage Fee for Term 2 Work Package Delivery). In the event, the level of effort is significantly greater than what could have been reasonably expected (i.e. repeated constructability review on the same work package due to design changes beyond the MCM's control), the additional effort may be negotiated using the Change Order process and rates identified in Appendix 4 – (q) Firm Hourly Rates.

Question 37: With reference to the firm hourly rates, please describe the process for engaging any additional personnel, given that many of the personnel are included in the core staff.

Answer 37:

The process for engaging any additional personnel has been outlined in Answer 36.

Question 38:

Are the qualifications of the technical experts evaluated?

Answer 38:

The qualification of the technical experts are not being evaluated as part of Criterion 3 of the Phase 2 Management and Organization. However, the strengths and experience of the technical specialists available to the Proponent could be described in Phase 2 Technical Criterion 1 regarding constructability reviews of designs.

The Technical Specialists are expected to have experience and knowledge in the construction of the unique elements of the GMRP, such as UG backfilling, Drilling, ETP construction. The Technical Specialists are not expected to be 'experts' in Design of such items/systems (The Design Engineers under separate contract to PSPC are the 'experts' in Design).

Question 39:

If we are bidding as a contractor with sub-contractors for the MCM RFP, is the sub-contractors experience evaluated?

Answer 39:

No, sub-contractors experience is not evaluated, and a Proponent will lose points if the past experience is that of the sub-contractor. If the firm is bidding a joint venture, the experience is evaluated.

Question 40:

The objective of the large civil industrial reference projects (Part A) for MCM should be to show the proponent's firms ability to manage multiple subcontracts on a challenging project. In the last ten years there have been relatively few CM projects with values over \$100 mln where the majority of the work was carried out primarily by subcontractors because most contractors are incented to do as much of the work as they can themselves rather than subcontract the work. Most of these large civil/industrial projects are either done with JV partners or consortiums where the line of sight to the CM bidder is often blurred. Is it an absolute requirement for the majority of the work to be done by subcontractors if the reference project being provided clearly demonstrates our ability to management subcontractors on a large and complex project?

For example, we have a project where the subcontractor spend is over \$700 mln CAN and involving approximately 300 subcontractors yet the \$700 mln represents only 25% of the overall project spend because we self-performed and procured the bulk of the work and the equipment. This project clearly demonstrates our ability to manage multiple contractors on a single site, yet we are concerned about being unduly punished during the scoring of Part A because the majority of the work was not done by subcontractors, if TIC is the measurement of majority. Alternatively, can majority of the work be defined by percentage of subcontractor hours of total hours?

We also have a smaller, less complex project with over \$150 mln in TIC, where we performed our role exclusively as CM with 60 subcontractors and completed none of the construction work ourselves directly.

If we understand the emphasis to be on the project being primarily completed by subcontractors we would choose the smaller project, even though the larger project better demonstrates our ability to manage multiple subcontractors on a challenging project. Can you please elaborate on the scoring breakdown for the Part A reference project? How is the 125 pts being scored or evaluated? How much weighting is being placed on the complexity and number of subcontractors, and overall subcontractor spend versus the majority of the work being done by subcontractors? Does it matter how the majority of the work is defined?

We suggest that PSPC remove the reference to the majority of the work and require bidders to defend their choice of project on the basis of the bidder's ability to demonstrate effectively manage subcontractors. This would allow bidders to showcase their abilities, avoid inconsistencies in definitions, and ensure fairness.

Answer 40:

Refer to 'Delete' and 'Replace' below. The 'majority of subcontracts' has been defined to align with the 'project total value.'

Question 41:

Do Integrity Provisions need to be submitted for subcontractors in the Phase 1 submission?

Answer 41:

As per GI01 2. Under the Policy, charges and convictions of certain offences against a Proponent, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Proponent is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

As the first tier subcontractors for the work packages are unknown at this time, Canada does not expect the Proponent's to verify the list of ineligible or suspended Suppliers. However, if a Proponent is proposing a subcontractor as part of the MCM Core Staff or Key Personnel, the Proponent are required to verify the list of ineligible or suspended Suppliers.

The MCM will be required to verify the list prior to award of any work package subcontracts.

For more information regarding the Ineligibility and Suspension Policy, please visit: <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Question 42:

Page 33 of the RFP states that a Mandatory Code of Conduct & Certification is required as part of the Phase 1 submission. Page 43 lists a Mandatory Code of Conduct & Certification as well, under the Mandatory Contract Requirements. Page 48 then refers to Integrity Provisions – list of names – Appendix 8. Is the Mandatory Code of Conduct & Certification the same thing as Integrity Provisions?

Answer 42:

The Mandatory Code of Conduct and Certification and Integrity Provisions are not the same thing.

There is no documentation required to meet the Mandatory Code of Conduct and Certification. As per GI20, by submitting a bid, the Proponent is certifying that it is complying with the Code of Conduct for Procurement.

The Integrity Provisions are not a mandatory with the Phase One proposal. It is requested that the list of Board of Directors is provided with Phase One and Phase Two submissions. If it is not provided, the Contracting Authority will request the list.

The list of names is a mandatory requirement prior to contract award.

Question 43:

The form found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html> states that An Integrity declaration form must be submitted only when: 1) the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy; and/or 2) the supplier is unable to provide any of the certifications required by the Integrity provisions. Can you confirm, yes or no, if this form is required if NO criminal offences have been committed?

Answer 43:

If the Proponent has not been convicted of the certain domestic or foreign criminal charges identified in the Integrity Provisions, the declaration form is not required.

Question 44:

It is clear from Amendment 002 that if a subcontractor provides one or more members of the core team that they will not be considered arms' length. However, if a subcontractor provides one or more functions attributed to the core team, are they still considered at arms' length? For example, if some of the listed roles (a to k) are combined into a single role, could some elements of the work be subcontracted such as an EHS Manager subcontracting the development and execution of sampling and monitoring? Or the Economic Development Officer subcontracting some elements of community liaison work? Further to this definition, how can a subcontractor ensure that they will not be disqualified from bidding on future work by being involved in a submission by one or more proponents for the MCM?

Answer 45:

If a subcontractor provides any functions attributed to the MCM Core Staff, they will not be considered at arms' length, and will be ineligible to bid on the work packages.

Mandatory Bidder's Conference

Presentations from the Bidder's Conference are attached as an Attachment.

Attendee's:

Saskatchewan Research Council, Ian Wilson

Denendeh, David Stokes & Roy Erasmus Jr.

Parsons Canada, James Carss, Greg Sutherland, & Sarah Preston

Graham Energy & Environment, Chris Whitty

Yellowknives Dene First Nation, William Lines

PetroWest, Brian Leach & Bill DeJong

Nahanni Construction Ltd., Lorena Shalala

CAC Industrial Group of Companies, Cameron St John & Christine MacDonald

Nuna Group of Companies, Joe Heimbach & Fenna Poelzer

Giant Mine Oversight Board, Tony Brown & Ken Hall

Merit Consultants International Inc., Martin Gostelow

Stantec, Kevin Hodgins

AMEC Foster Wheeler, Mark Miller

Ellis Don Industrial Services Inc., Ahmad Tadbir, Russell Stojak, & Jeff Wong

BluMetric, Wayne Ingram

Tetra Tech, Nick Oke

Williams Engineering, Steve Creamer & Steven Meister

Questions received during the Mandatory Bidder's Conference:

Question 46:

During the Bidder's Conference, it was mentioned that the government were identifying asset recovery / valuable recyclables. Can you elaborate on whether the successful bidder has the option to capture this value?

Answer 46:

Any salvage work will be conducted as a Work Package, required to be tendered in accordance with SC02 – Soliciting Bids.

Question 47:

Is the CGL / Umbrella insurance of \$100M supposed to be the aggregate or per occurrence?

Answer 47:

Response provided at the Bidder's Conference:

The amount of CGL / Umbrella reflects the aggregate amount.

Further clarification:

The insurance requirements will be clarified in a future amendment.

Question 48:

Because most of the work occurs over Term 2, is insurance required during Term 1 as well?

Answer 48:

Response provided during Bidder's Conference:

Bidders can determine how much of CGL will be borne by CM and how much will be carried by subs.

Further clarification:

The insurance requirements will be clarified in a future amendment.

Question 49:

How is the design integration package insured?

Answer 49:

Response provided during Bidder's Conference:

This is where we ask you to identify where the allocation of the insurance will fall. We don't have the work packages yet, just the design.

Further clarification:

Design integration insurance is not required by the MCM – Refer to 'Delete' and 'Replace' of the Risk Allocation Framework table below.

Under the Civil Design Engineering contract, Golder will be responsible Design Integration as per TOR 1.3.4 Engineering Consultants.

Question 50:

Are we going to be held to the amounts or only the amounts carried by the proponent?

Answer 50:

Response provided during Bidder's Conference:

Only the amounts carried by the proponent.

Further clarification:

The insurance requirements will be clarified in a future amendment.

Question 51:

Every sub will need to carry the same insurance (example Auto insurance) so it won't necessarily add up to \$2M.

Answer 51:

Further Clarification:

The insurance requirements will be clarified in a future amendment.

Question 52:

Is the Environmental Impairment Liability of \$25M broken down over WPs and overall?

Answer 52:

Response provided at the bidders conference:

Yes, the Environmental Impairment Liability of \$25M is to be broken down between the value that will be carried as the MCM, and the value allocated to the Design Packages. As noted previously, the cost for the project insurance will be reimbursed at cost, and will not form part of the price evaluation. Any additional insurance coverage the Proponents deem necessary for its own benefit and protection is to be included in the Core Activities Fixed Fee.

Further Clarification:

The insurance requirements will be clarified in a future amendment.

Question 53:

If the overall CGL / Umbrella is \$100M, subs will likely be required to carry \$100M as well. Can you please confirm/clarify how the insurance can be additive.

Answer 53:

Further Clarification:

The insurance requirements will be clarified in a future amendment.

Question 54:

How are you going to qualitatively evaluate the insurance?

Answer 54:

Response provided at the Bidder's Conference:

There is no qualitative evaluation of the insurance requirements.

Further Clarification:

The insurance requirements will be clarified in a future amendment.

Question 55:

So the framework is not evaluated?

Answer 55:

Response provided during the Bidders Conference:

It is evaluated as the total of the Proponent's insurance coverage, and the Design Package insurance requirements total the overall project insurance requirement.

Further Clarification:

The insurance requirements will be clarified in a future amendment.

Question 56:

For example, one proponent can carry \$25K insurance, and another proponent can carry \$25M insurance and they would both pass at same level?

Answer 56:

A response was not provided during the Bidders' Conference.

The insurance requirements will be clarified in a future amendment.

Question 57:

When you look at the mobilization definition, it's not clear what the scope is for pricing. Mobilization and demobilization will take place over the course of the contract. Bidders may each have different implementation plan, or may be developed in term 1.

Follow up from bidder: Term 1 is clear, but Term 2 will depend on design, underground stability, etc. Overlapping of Work Packages can impact mobilization. I can only estimate now, and it will probably change during Term 2.

Answer 57:

Response provided during Bidder's Conference:

Appendix 5 includes a breakdown of what is to be included in mobilization (Item B). Payments will be made based on the actual flow of work. The MCM will not be mobilizing the subs. Mobilization for Term 1 would just be the core team, and the ramp up would be for additional mobilization.

Further clarification:

As per Appendix 5 – Item B identifies the items to be included in the Fixed Fee for Mobilization for Term 1. Item K identifies to the items to be included in the Fixed Fee for Ramp-up of Term 2.

The MCM may use C-Dry facilities during Term 2 to reduce their own office space costs. However, C-Dry will be deconstructed during Term 2. The timing of C-Dry deconstruction during the implementation schedule will determine when the MCM may incur costs associated with their office space costs. Once the costs are incurred, Canada will pay these costs.

The MCM is not required to mobilize for the subcontractors. The subcontractors will be required to bring any heavy equipment necessary to complete the activities defined in the Work Package.

Question 58:

Will PSPC make the determination of whether or not a company is at arms'-length, with regards to the second part of the definition in the Income Tax Act?

Answer 58:

Yes, PSPC will make the determination in consultation with other government departments and agencies as required.

Question 59:

Can you elaborate on the roles of AECOM and Golder?

Answer 59:

Response provided at the Bidder's Conference:

AECOM and Golder are the Design Engineers, and will be responsible for creation of the Work Package specifications and drawings.

Further clarification:

Refer to TOR 1.3.4 Engineering Consultants. The Procurement Outlook document also provides an outline of the Design contracts, and other contracts currently in place at Giant Mine:
<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-GMP-012-6575>

Question 60:

What is the current timeline for the Project Implementation Plan?

Answer 60:

Response provided at the Bidder's Conference:

This is to be submitted as part of/during Term 1 of the MCM contract.

Further clarification:

For more information related to the current understanding of the timeframe, please refer to 5.1.9 of the TOR Project Implementation Plan (PIP).

Question 61:

Is contract security required for term 1 and then separately for term 2, or one for the duration of contract?

Answer 61:

Response provided during Bidder's Conference:

It will be one for the duration of contract: Term 1, Term 1 Option Period, and Term 2.

Further clarification:

The contract security is for the duration of the contract. As the contract will be valid to March 31, 2020, the contract security is required to be valid until that point. Upon the issuance of Term 1 Option Period and/or Term 2, the contract security will be required to be extended to the appropriate date.

Question 62:

Will you be sharing the attendance list?

Answer 62:

Yes, the attendance list (minus email addresses and phone numbers) will be posted to Buy and Sell along with the presentations that have been shown.

Question 63:

How will the results be conveyed to the proponents?

Answer 63:

Proponents will be informed by letter of their individual scores, as well as all the other companies and other scores. It's important to note the letter will not include which company obtained which score; the two will not be linked in any way. Phase 2 of the RFP will not be posted to Buy and Sell. Proponents will be invited via letter to bid on Phase 2.

Question 64:

Who will hold the work package contracts (with sub-contractors)?

Answer 64:

The MCM will hold the contracts.

Question 65:

Who identifies what risks exist on site? Is the MCM expected to identify or PWGSC?

Answer 65:

Response provided at Bidder's Conference

Identification of risks on-site is a collaborative effort by the entire GMRP Team and the MCM. It is the responsibility of all parties to identify potential risks on-site so that they may be assessed and acted upon. It is anticipated that the MCM fulfilling the Mine Manager role and managing the Care & Maintenance contractor(s) will be best positioned to identify new or changing risks on-site. A number of monitoring programs are already in place at the site to monitor risks on site (bulkhead inspections, stope monitoring programs, hazardous material storage area inspections). Some of these programs will be led by the MCM while others are led by PSPC.

Question 66:

Who is going to provide updates to the assessments?

Answer 66:

Currently, AECOM is completing the building assessments and we will likely continue that way. PWGSC will share the results with the MCM. The building assessments are not the MCM's role.

Question 67:

As the MCM will be developing the Aboriginal Benefits Plan, will they have direct communication with stakeholders (aboriginal group) or will it go through Canada?

Answer 67:

The GMRP Team want to encourage MCM bidders and the MCM to use whatever tools they want to in order to get an understanding of the labour conditions and the Aboriginal stakeholder requirements and needs.

This can mean reaching out to the Aboriginal groups directly but also local business, GNWT, and the City of Yellowknife or Chambers of Commerce.

The successful MCM should also utilize the Yellowknife INAC GMRP Project Team who has worked to develop relationships with stakeholders and leverage those relationships to maximize the potential socio-economic benefits. All communication during the solicitation process must be directed to the PSPC Contracting Authority.

Question 68:

The description given in Section 6.4.1 (monitoring) seems to overlap with what I would expect the Owner/Engineer to perform, not the Construction Manager.

Answer 68:

The MCM will have a Quality Control role, and the GMRP Team performs a Quality Assurance role.

Changes to the solicitation and TOR documents:

Delete:

Request For Proposal - Appendix 5 – Basis and Method of Payment, R: Reimbursable Items, 1.2

1.2 The cost of project insurance specified in Appendix __ - Certificate of Insurance

Insert:

Request For Proposal - Appendix 5 – Basis and Method of Payment, R: Reimbursable Items, 1.2

1.2 The cost of project insurance specified in Annex C - Certificate of Insurance

Delete:

Request For Proposal - SRE 6 – Price Evaluation

The remaining ten (10) points will be an average comparison prorated score, which consists of a comparison of the Proponents bid price to the average of all bid prices on a per line item basis. Each line item will be evaluated individually, and points allocated. There are three categories for the comparison:

- 0 – 15% within the average bid price obtains full points per line item
- 15.1% - 30% within the average bid price obtains half points available per line item
- 30.1% and above the average bid price obtains 0 points per line item

Insert:

Request For Proposal - SRE 6 – Price Evaluation

The remaining ten (10) points will be an average comparison prorated score, which consists of a comparison of the Proponents bid price to the average of all bid prices on a per line item basis. Each line item will be evaluated individually, and points allocated. There are three categories for the comparison:

- within 0 – 15% of the average bid price obtains full points available per line item
- within 15.1% - 30% of the average bid price obtains half points available per line item
- if 30.1% below or above the average bid price 0 points per line item are obtained

Delete:

TOR 4.1.3

.3 Establish an Economic Development Officer Position (who will be based out of the Yellowknife Office) with the responsibility for developing and overseeing the implementation of the Aboriginal Benefits Plan (see 5.1.1 Core Staff), including working with Canada's Aboriginal Business Advisory Panel (which provides information and advice on Aboriginal employment, sub-contracting, and on-the-job training and skills development programs).

Insert:

TOR 4.1.3

.3 Establish an Economic Development Officer Position (who will be based out of the Yellowknife Office) with the responsibility for developing and overseeing the implementation of the Aboriginal Benefits Plan (see 5.1.1 Core Staff), including working with the Aboriginal Business Advisory Panel (which provides information and advice on Aboriginal employment, sub-contracting, and on-the-job training and skills development programs, and consists of PWGSC, INAC and the GNWT).

Delete:

TOR 5.1.2.1.9

.8 Collaborates with the GMRP Engagement Group and Canada's Aboriginal Business Advisory Panel to provide outreach to aboriginal communities in the project area to discuss work and training opportunities

Insert:

TOR 5.1.2.1.9

.8 Collaborates with the GMRP Engagement Group and Aboriginal Business Advisory Panel to provide outreach to aboriginal communities in the project area to discuss work and training opportunities

Delete:

Request For Proposal - Solicitation Description

Canada is also conducting a Two-Step bid evaluation process for both Phase One and Phase Two of this RFP, which gives Proponents the chance to fix minor errors and omissions that would have rendered their proposals non-responsive under the regular evaluation process.

Replace:

Request For Proposal - Solicitation Description

Canada is also conducting a Two-Step bid evaluation process for both Phase One and Phase Two of this RFP, which gives Proponents the chance to fix errors and omissions that would have rendered their proposals non-responsive under the regular evaluation process.

Delete:

Request For Proposal - SRE 2.2.1

Consequence of non-compliance: any pages which extend beyond the first 40 pages and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

Replace:

Request For Proposal - SRE 2.2.1

Consequence of non-compliance: any pages which extend beyond the first 40 pages and any other attachments will be extracted from the proposal and will not be forwarded to the Evaluation Board members for evaluation.

Delete:

Request For Proposal - SRE 2.3.1

Consequence of non-compliance: any pages which extend beyond the first 70 pages and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

Replace:

Request For Proposal - SRE 2.3.1

Consequence of non-compliance: any pages which extend beyond the first 70 pages and any other attachments will be extracted from the proposal and will not be forwarded to the Evaluation Board members for evaluation.

Delete:

Request For Proposal - Appendix 4 – Bid Form, BF03

A value must be entered for each line item between (a) to (q). **If a value is not entered, the bid will be deemed non-compliant and given no further consideration.** The unit rate / value will prevail over the total estimated amount. Any calculation errors through an extension of the unit rate / value will be corrected. The construction estimates below are excluding GST. The percentage fees should be rounded to 2 decimal places or less.

Replace:

Request For Proposal - Appendix 4 – Bid Form, BF03

A value must be entered for each line item between (a) to (p). **If a value is not entered, the bid will be deemed non-compliant and given no further consideration.** The unit rate / value will prevail over the total estimated amount. Any calculation errors through an extension of the unit rate / value will be corrected. The construction estimates below are excluding GST. The percentage fees should be rounded to 2 decimal places or less.

Delete:

Request For Proposal - SRE 4.2 Part A

1. Provide required details of one (1) *successfully completed within the last 10 years* or one (1) *underway project (at least 50% of the scope complete)* involving Civil, Industrial or Mining Projects in a challenging environment (i.e. logistical, climate, infrastructure, or other constraints) that extended or will extend over a duration of at least 3 years in which the *Proponent* functioned in the role of the *Construction Manager or General Contractor (with a majority of the work completed by Sub-contractors)* for the project.

Replace:

Request For Proposal - SRE 4.2 Part A

1. Provide required details of one (1) *successfully completed within the last 10 years* or one (1) *underway project (at least 50% of the scope complete)* involving Civil, Industrial or Mining Projects in a challenging environment (i.e. logistical, climate, infrastructure, or other constraints) that extended or will extend over a duration of at least 3 years in which the *Proponent* functioned in the role of the *Construction Manager or General Contractor* for the project.

Delete:

Request For Proposal - SRE 4.2 Part A, 1.a.

The project should have a *total value* of at least \$100,000,000 (GST Extra). Any project less than \$100,000,000.00 (GST Extra) may result in a lower score. If two projects are provided, the first one will only be evaluated.

Replace:

Request For Proposal - SRE 4.2 Part A, 1.a.

The project should have a *total value* of at least \$100,000,000 (GST Extra) with a minimum subcontracted value of \$50,000,000 (GST Extra). Any project less than \$100,000,000.00 (GST Extra) may result in a lower score. If two projects are provided, the first one will only be evaluated.

Delete:

Request For Proposal - SRE 4.2 Part B,

1. Provide details of one (1) *completed within the last 10 years* or one (1) *underway project (which is at least 50% of the scope complete)* in which the *Proponent* demonstrates successful involvement of local and aboriginal labour, contractors and service providers in which the *Proponent* functioned in the role of the *Construction Manager or General Contractor (with a majority of the work completed by Sub-contractors)* for the project. This can be the same project as identified in Part A of SRE 4.

Replace:

Request For Proposal - SRE 4.2 Part B,

1. Provide details of one (1) *completed within the last 10 years* or one (1) *underway project (which is at least 50% of the scope complete)* in which the *Proponent* demonstrates successful involvement of local and aboriginal labour, contractors and service providers in which the *Proponent* functioned in the role of the *Construction Manager or General Contractor* for the project. This can be the same project as identified in Part A of SRE 4.

Delete:

Request For Proposal - SRE 4.2 Part B, 1.

- a. The project should have a *total value* of at least \$10,000,000.00 (GST Extra). Any project less than \$10,000,000.00 (GST Extra) may result in a lower score. If two projects are provided, the first one will only be evaluated.

Replace:

Request For Proposal - SRE 4.2 Part B, 1.

- a. The project should have a *total value* of at least \$10,000,000.00 (GST Extra) with a minimum subcontracted value of \$5,000,000.00 (GST Extra). Any project less than \$10,000,000.00 (GST Extra) may result in a lower score. If two projects are provided, the first one will only be evaluated.

Delete:

Request For Proposal - SRE5.2, Part B, Management & Organization Criterion 1 – Proponents Team Accomplishments – Construction Management or General Contractor Project

- a. The Proponent team should have managed a *total value* of at least \$100,000,000. Any project less than \$100,000,000.00 (GST Extra) may result in a lower score

Replace:

Request For Proposal - SRE5.2, Part B, Management & Organization Criterion 1 – Proponents Team Accomplishments – Construction Management or General Contractor Project

- a. The Proponent team should have managed a *total value* of at least \$100,000,000 with a minimum subcontracted value of \$50,000,000.00 (GST Extra). Any project less than \$100,000,000.00 (GST Extra) may result in a lower score

Delete:

Request For Proposal - Appendix 3 – Checklist for Phase One and Phase Two

Phase One & Phase Two:

Mandatory Requirement - Complete and submit Integrity Provisions – List of names – Appendix 8

Further clarification:

Integrity Provisions – List of names – Appendix 8

Proponents are requested to submit this information with each Phase. If the information is not submitted, the Contracting Authority will request it.

Add:

Request For Proposal - SRE2.2.1.b.x & SRE 2.3.1.b.xi

The following item is also not included in the page limitation:

Integrity Provisions – Appendix 8

Delete reference to Bid Form original signature in SRE 2.3.2 and delete GI02 Initial signature originals—As per GI02 – Completion of the Bid, alterations, corrections, changes or erasures made to statements or figures entered on the Bid Form by the Proponent must be initialed by the person or persons signing the bid. Initials must be original(s).

Delete:

Request For Proposal - SRE5.2 Part A, Technical Criterion 1 – MCM Planning / Advisory:

TECHNICAL CRITERION 1 – MCM PLANNING / ADVISORY:

(Maximum Points: 120; mandatory minimum score: 72 points)

Describe the approach for the provision of providing Planning / Advisory services, including, but not limited to the following:

- a) Working collaboratively with the GMRP Project Team (20 points)
- b) Constructability reviews of designs (20 points)
- c) Development of a Project Implementation Plan (PIP) (40 points)
- d) Identification of potential efficiencies for cost savings / schedule reduction (20 points)
- e) Process for identifying and mitigating problems and risks (20 points)

Replace:

Request For Proposal - SRE5.2 Part A, Technical Criterion 1 – MCM Planning / Advisory:

TECHNICAL CRITERION 1 – MCM PLANNING / ADVISORY:

(Maximum Points: 120; mandatory minimum score: 72 points)

Describe the approach for the provision of providing Planning / Advisory services, including, but not limited to the following:

- a) Working collaboratively with the GMRP Project Team (20 points)
- b) Constructability reviews of designs, including but not limited to, the strengths and experience of the technical specialists identified in item (q) of Appendix 4. (20 points)
- c) Development of a Project Implementation Plan (PIP) (40 points)
- d) Identification of potential efficiencies for cost savings / schedule reduction (20 points)
- e) Process for identifying and mitigating problems and risks (20 points)

Delete:

Request For Proposal - Appendix 5 – Basis and Method of Payment

K) Fixed Fee for Implementation Ramp-up

Basis of Payment

The fixed fee for Implementation Ramp-up must include the aggregate of fees and disbursements to carry out this activity as described in Section 6.1.2 of the TOR and further defined as follows, including but not limited to:

- All costs for purchasing, mobilizing and setting up additional Staff, equipment, supplies (including but not limited to initial fuel supply) to support site operations and staff including Core Staff
- All costs for purchasing (or leasing), mobilizing and setting up of office facilities/trailers and temporary structures/facilities for the all of the services of the MCM and Canada.
- All costs for purchasing (or leasing), mobilizing and provision of additional vehicles for MCM staff and Canada.
- Initiation of implementation must be approved by the DR, as all of the MCM's staff, equipment, supplies, etc. must be on site and operational.

Method of Payment

The fixed fee will be paid based on a percentage of progress against the requirements. The fixed fee will be paid monthly in arrears for the term of the contract.

Insert:

Request For Proposal - Appendix 5 – Basis and Method of Payment

K) Fixed Fee for Implementation Ramp-up

Basis of Payment

The fixed fee for Implementation Ramp-up must include the aggregate of fees and disbursements to carry out this activity as described in Section 6.1.2 of the TOR and further defined as follows, including but not limited to:

- All costs for purchasing, mobilizing and setting up additional Staff, equipment, supplies (including but not limited to initial fuel supply) to support site operations and staff including Core Staff
- All costs for purchasing (or leasing), mobilizing and setting up of office facilities/trailers and temporary structures/facilities for the all of the services of the MCM and Canada. It is to be assumed that C-Dry facility would remain in place for the first two (2) years of Term 2, and deconstructed at that point.
- All costs for purchasing (or leasing), mobilizing and provision of additional vehicles for MCM staff and Canada.
- Initiation of implementation must be approved by the DR, as all of the MCM's staff, equipment, supplies, etc. must be on site and operational.

Method of Payment

The fixed fee will be paid based on a percentage of progress against the requirements. The fixed fee will be paid monthly in arrears for the term of the contract.