

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Fabrication of spare gears & wheel	
Solicitation No. - N° de l'invitation EP168-142472/B	Date 2014-06-05
Client Reference No. - N° de référence du client 20142472	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-631-65215	
File No. - N° de dossier hs631.EP168-142472	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-16	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Forcier, Dominic	Buyer Id - Id de l'acheteur hs631
Telephone No. - N° de téléphone (819) 956-3951 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

EP168-142472/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs631

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

20142472

File No. - N° du dossier

hs631EP168-142472

CCC No./N° CCC - FMS No/ N° VME

This page has been intentionally left blank

This bid solicitation cancels and supersedes previous bid solicitation number EP168-142472/A dated 2013-05-13 with a closing of 2013-06-26 at 14:00.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Trade Agreements
4. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Environmental Considerations

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certification Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Shipping Instructions - Delivery and Destination
13. Commercial General Liability Insurance
14. Environmental Considerations

Attachments

Title: Fabrication of spare gears & wheel

Annex A – Pricing

Annex B – Replacement Gear & Wheel for Stoplog Lifter at Latchford Dam

Annex C – Mandatory Technical Evaluation Criteria Fabrication of Spare Gears & Wheel

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

Public Works and Government Services Canada has a requirement for fabrication and delivery of mitre gears (bevel spur gears) and a replacement wheel in accordance with Annex B – Replacement Gear & Wheel for Stoplog Lifter at Latchford Dam, dated May 01, 2014, and as described at Annex A - Pricing.

3. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement and the Agreement on Internal Trade.

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15)** working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the questions is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of

Title: Fabrication of spare gears & wheel

their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

2. Samples

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **fourteen (14)** calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

Section II: Financial Bid

1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex A - Pricing and submit it with their bid.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

2. SACC Manual Clauses

2.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

1. Certifications

Bidders must submit the certifications required under Part 5.

Title: Fabrication of spare gears & wheel

Section IV: Additional Information

1. Additional Information

Canada requests that bidders submit the following information:

1.1 Delivery

While delivery is requested by August 2014, Bidders should indicate the best delivery that could be offered in Annex A - Pricing.

1.2 Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name:

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name:

Telephone No:

Facsimile No:

E-mail address:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Bids must be completed in full and provide all technical information requested in the bid solicitation to enable a full and complete evaluation.

1.1.1 Mandatory Technical Evaluation Criteria

Bids must meet the Mandatory Technical Evaluation Criteria as detailed in Annex C – Mandatory Technical Evaluation Criteria Fabrication of Spare Gears & Wheel, dated May 01, 2014.

1.1.2 Mandatory Proof of Compliance

Bidders must submit, with the bid, all proof of compliance required in Annex C – Mandatory Technical Evaluation Criteria Fabrication of Spare Gears & Wheel, dated May 01, 2014.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing.

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

1.2.2 Aggregate Evaluated Price

For evaluation purposes, the firm all inclusive hourly rate will be multiply by the estimated time of 5 hours.

The result will be added to the firm lot price to determine the evaluated aggregate price of the bid.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregated evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Product Conformance

The Bidder certifies that all items/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex B – Replacement Gear & Wheel for Stoplog Lifter at Latchford Dam, dated May 01, 2014.

Title: Fabrication of spare gears & wheel

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items in accordance with Annex B – Replacement Gear & Wheel for Stoplog Lifter at Latchford Dam, dated May 01, 2014, and as described at Annex A - Pricing.

2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual), (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

3.1 General Conditions

2010A (2014-03-01) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Subsection 18 of 2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Delete:

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

Insert:

1. The Contractor must comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and must require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor

must furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.

2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Insert:

Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
 - d. ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
3. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 30, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
4. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
5. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Insert:

Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 31 or section 32.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the delivery as detailed under the Annex A – Pricing.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Dominic Forcier

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone: 819-956-3951

Title: Fabrication of spare gears & wheel

Facsimile: 819-956-5227

E-mail address: dominic.forcier@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Procurement Authority

The Procurement Authority for the contract is:

Name: **to be inserted by PWGSC**

Public Works and Government Services Canada

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone:

Facsimile:

E-mail address:

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: **to be inserted by PWGSC**

Public Works and Government Services Canada

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone:

Facsimile:

E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Title: Fabrication of spare gears & wheel

5.4 Contractor's Representatives

General enquiries

Name: to be inserted by PWGSC

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name: to be inserted by PWGSC

Telephone No:

Facsimile No:

E-mail address:

6. Payment

6.1 Basis of Payment – Item 001 and all work identify in Annex A - Pricing

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex A - Pricing, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Dutie, Excise Taxes included where applicable and Applicable Taxes extra.

6.2 Basis of Payment – Item 002 Labor Cost for Downtime identify in Annex A - Pricing

The Contractor will be paid firm all inclusive hourly rates in effect on the date the work is authorized regardless of when it is performed, in Canadian dollars.

6.3 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

6.4 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

Title: Fabrication of spare gears & wheel

FCC

Foreign Currency Component (per unit)

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (i.e. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - (a) The original must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (a) the Articles of Agreement;
- (b) 2010A (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Annex A - Pricing;
- (d) Annex B – Replacement Gear & Wheel for Stoplog Lifter at Latchford Dam, dated May 01, 2014;
- (e) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

11. SACC Manual Clauses

SACC Reference	Title	Date
A9019C	Hazardous Waste Disposal	2011-05-16
B7500C	Excess Goods	2006-06-16
D2025C	Wood Packaging Materials	2013-11-06
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

12. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

2. The Contractor must deliver the goods to destination by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Dam Keeper at the

Title: Fabrication of spare gears & wheel

appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

Timiskaming Dam Complex
141 Route 63
Thorne, Ontario
P0H 2J0

Attention: to be inserted by PWGSC

13. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Title: Fabrication of spare gears & wheel

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

14. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

Annex A – Pricing

The Contractor must provide the items in accordance with Annex B, dated (2014-05-01).

Six (6) mitre gears (bevel spur gears) and one (1) replacement wheel must be delivered to:

Timiskaming Dam Complex
141 Route 63
Thorne, ON
P0H 2J0

The contact person at destination is: **(to be inserted by PWGSC)**

Item 001

The contractor must deliver six (6) mitre gears (bevel spur gears) and one (1) replacement wheel including all work identify in Annex B, dated (2014-05-01).

- R3R Figures 8 and in accordance of Annex B
- R4R Figures 8 and in accordance of Annex B
- R3L Figures 6 and in accordance of Annex B
- R4L Figures 7 and in accordance of Annex B
- T9L Figures 4 and in accordance of Annex B
- T10L Figures 5 and in accordance of Annex B
- Replacement wheel Figures 2 and 3, and in accordance of Annex B

Firm lot price of \$ _____, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

Delivery:

While delivery is requested by August 2014, the best delivery that could be offered is _____ **weeks/calendar days** from the effective date of the Contract.

Item 002

Firm all inclusive hourly rate of \$ _____/hr for downtime caused by water control operators.

(For evaluation purposes, the firm all inclusive hourly rate will be multiply by the estimated time of 5 hours.)

Annex B
REPLACEMENT GEARS & WHEEL FOR
STOPLOG LIFTER AT LATCHFORD DAM

1. REQUIREMENT

- 1.1. Public Works and Government Services Canada (PWGSC) has a requirement for the fabrication and delivery of mitre gears (bevel spur gears) and a replacement wheel for the stoplog lifting machine at the Latchford Dam.
- 1.2. The work of this Contract includes measurements on site in order to ensure that appropriate replacements are fabricated.

2. BACKGROUND

- 2.1. The Latchford Dam is located in Latchford Ontario. The town of Latchford is 25 km south of New Liskeard and 132 km north of North Bay on Highway 11. The dam is about 100 years old and is scheduled to be replaced.
- 2.2. In the interim before dam replacement, the continued use of the existing stoplog lifting machine is required.

3. REQUIREMENT

3.1. General

- 3.1.1. Advise PWGSC at least 7 days in advance of work at the dam site, as dam site is not normally staffed and arrangements have to be made so that an operator can unlock the dam and machine for the inspector.
- 3.1.2. Be prepared to work around water control operations, which may be necessary at any time during the work on site if weather dictates that, more or less, water needs to be released from the dam. This work would most likely amount to four hours of lost time on site during the water control operations.
- 3.1.3. Provide all temporary enclosures, heating, lighting, labour, materials, tools, equipment, plant, power, systems, transportation, and supervision necessary to effect the Work.
- 3.1.4. Use the numbering system shown in Figures 2 and 3 for the gears.

3.2. Measurement

- 3.2.1. Due to the nature of the machine, it is not possible to ship parts off-site for measuring.
- 3.2.2. Undertake all preparatory cleaning required to perform measurements on site.
- 3.2.3. Install, use, and remove all protective measures necessary to protect the

environment from cleaning products.

NOTE: PWGSC operators can move the machine to the left abutment (closest to the road) where the machine is not over an open grating.

- 3.2.4. Measure the wheels in sufficient detail to produce a replacement wheel.
- 3.2.5. Clean the gears of lubricants and take all measurements required to reproduce gears for the ones identified for replacement.
 - 3.2.5.1. Access to all gears identified for replacement is possible, but awkward and will require climbing around within the machinery.
 - 3.2.5.2. When the main power cord for the stoplog lifter is unplugged from the outlets on the dam deck, it is not possible to start the motor and the stoplog lifter is then locked out.
 - 3.2.5.3. Note also that the journal bearings in the stoplog lifter are quite worn and the shafts move quite a bit within the bearings, both radially and longitudinally—make note of all this movement when measuring gears in the field in sufficient detail necessary to ensure successful gear fabrication.
 - 3.2.5.4. Also take note of the speed of the gears to the extent that this is necessary for the design.
 - 3.2.5.5. Recall that this machine is over 100 years old, and modern standards and tolerances would not have applied when it was built—this may mean more measurements will be needed than for a more modern gear replacement project.

3.3. Fabrication

- 3.3.1. Select suitable material, tolerance, AGMA load class and service factors, backlash, etc. commensurate with the service these gears will see until the dam and its flow control equipment are replaced.
- 3.3.2. Keep original dimensions, numbers of teeth, and centre-to-centre distances in order to not change the working characteristics of the stoplog lifting machine. Pay particular attention to the bore of the gear to enable press-fitting of new gears on existing shafts.
- 3.3.3. Fabricate one each replacement gears for the ones identified for replacement.
- 3.3.4. Tag the fabricated gears using the numbering system given in Figures 2 and 3.
- 3.3.5. Fabricate one replacement wheel.

4. ADDITIONAL INFORMATION

4.1. Parking

Parking at the Latchford Dam is available near the left abutment.

4.2. Housekeeping

Leave the dam and work areas clean upon completion of Work. Dispose of rubbish and waste materials off-site in accordance with Town of Latchford requirements for waste disposal. In cases where tools or equipment must be left at the dam site overnight, provide lockable storage containers.

4.3. Utilities

4.3.1. There is no potable water or sanitary facilities at the Latchford Dam, but these are available from gas stations in the Town of Latchford or beyond into Timiskaming Shores (formerly New Liskeard).

4.3.2. Provide portable generators as required to effect the Work.

4.4. Health and Safety

4.4.1. General

4.4.1.1. Abide by, all relevant Legislation, Regulations, Codes, and Standards and to ensure that all work undertaken at the dam site is completed in a safe manner.

4.4.1.2. Provide all necessary safety training and personnel protective equipment as required to effect the work of this Contract.

4.4.1.3. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, immediately stop work, advise the Technical Authority verbally and in writing, and await further instructions.

4.5. Hazardous Materials

4.5.1. There is no Designated Substances Report for the dam. Some asbestos may be present in the old electrical wiring of the stoplog lifter, and there may be lead paint in some of the older layers of paint. None of this is expected to be disturbed by the Work of this Contract.

4.5.2. Should material resembling a hazardous material not previously identified or documented be encountered during the execution of Work, stop Work and notify Technical Authority. Do not proceed until written instructions have been received from Technical Authority.

FIGURES



Figure 1 - Latchford dam stoplog lifting machine. View looking upstream.

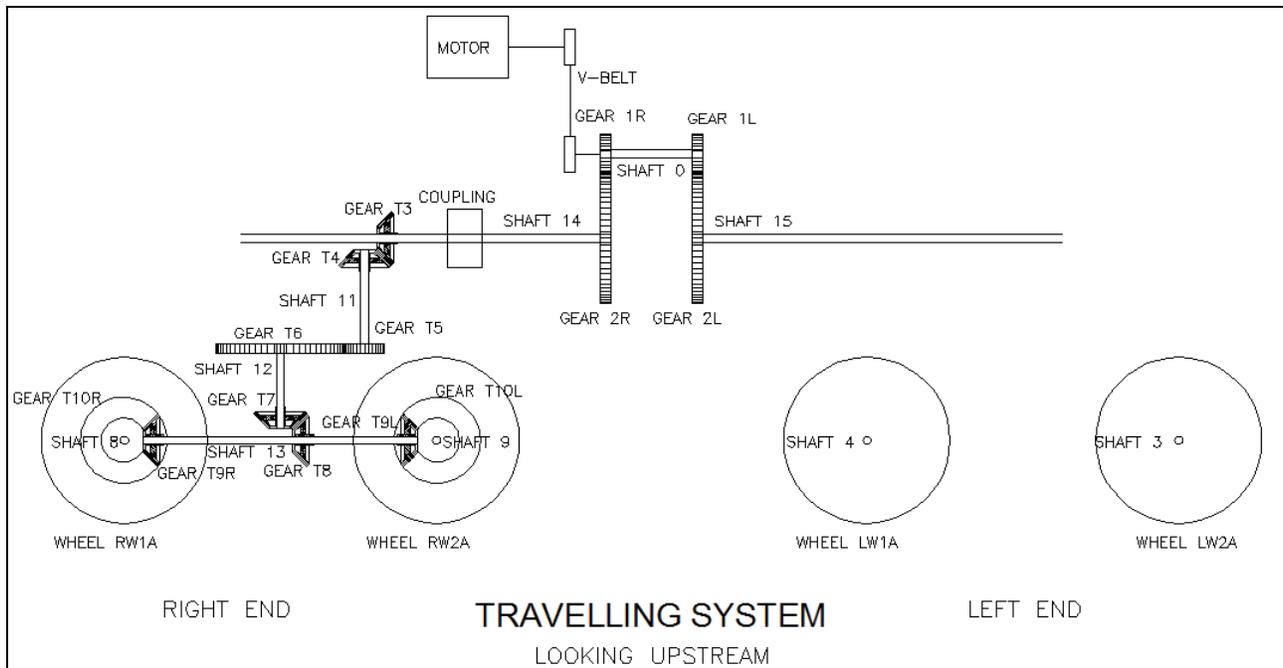


Figure 2 – Schematic of gear train for the machine travelling system. This system appears only on right end of machine where all four wheels powered through the axles to which Gear T10 is fitted. At the left end of the machine, the wheels are unpowered.

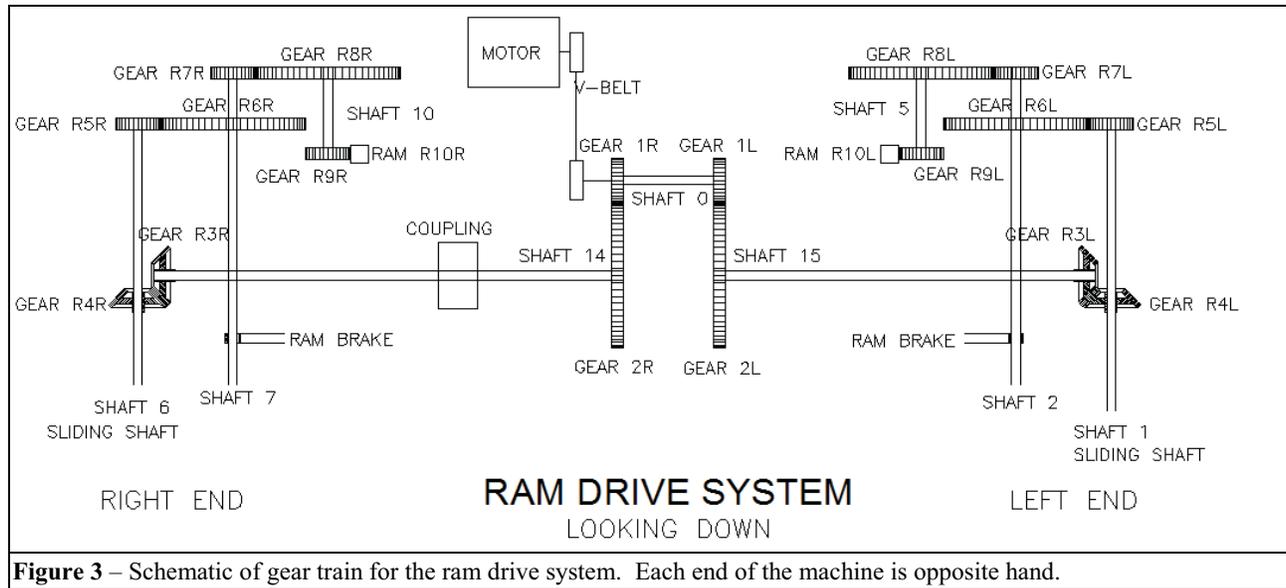


Figure 3 – Schematic of gear train for the ram drive system. Each end of the machine is opposite hand.



Figure 4 - Gear T9L (mate to Gear T10L, of which a few teeth are visible at lower left of photo).



Figure 5 - Gear T10L (mate to Gear T9L, of which a few teeth are visible at lower right of photo).



Figure 6 - Gear R3L (mate to Gear R4L). Gear R3R is identical, but located at opposite end of stoplog lifting machine.



Figure 7 – Detail of Gear R4L (mate to Gear R3L). Gear R4R is identical, but located at opposite end of stoplog lifting machine.



Figure 8 - Gear train at right end of stoplog lifting machine, showing R3R/R4R pair (not engaged in this photo). The gear pair R3L/R4L are mirror-image at the other end of the stoplog lifting machine.

Annex C
MANDATORY TECHNICAL EVALUATION CRITERIA
FABRICATION OF SPARE GEARS & WHEEL

Requirement	Proof of Compliance	Bid Reference
<p>The Contractor must have, at least, two (2) years of gear fabrication with the capability of both doing onsite measurement and fabricate replacements gears and wheels related to this requirement.</p>	<p>The Bidder must demonstrate past experience(s) in fabrication of casting and machine of gears, in accordance to this requirement and specify the type.</p>	
<p>Bidder must have an American Gear Manufacturers Association (AGMA) certification / membership or equivalent.</p>	<p>American Gear Manufacturers Association (AGMA) certification / membership or equivalency.</p>	
<p>The Contractor must provide suitable material, tolerance, durability, AGMA load class and service factors, backlash, etc. commensurate with the service these the gears and wheel.</p>	<p>The Bidder must: (1) provide documentation of the material and machining methods that will be use to fabricate the Gears and Wheel; (2) provide proof of the ability to produce parts that are the same form, fit, function, quality and performance to the previous gears and wheel.</p>	

<p>Company's Health & Safety Policy Statement meeting the requirement of the Ontario Occupational Health and Safety Act.</p> <p>This is usually 1 page, and is a clear, concise policy statement reflecting management's commitment, support, and attitude to the health and safety program for the protection of its workers.</p>	<p>The Bidder must demonstrate the company's Health & Safety Policy Statement meeting the requirement of the Ontario Occupational Health and Safety Act and must be signed by the employer at the highest level of management at the workplace.</p>	
<p>Company's Occupational Health and Safety Program, which must meet the requirements of the Ontario Occupational Health and Safety Act.</p> <p>This is usually 5 to 15 pages, describing in a general way how health and safety is handled at the company.</p>	<p>The Bidder must demonstrate an Occupational Health and Safety Program, which must meet the requirements of the Ontario Occupational Health and Safety Act plan.</p>	
<p>Company information. Names of all persons who will be present on-site during the course of this Contract, both employees and subcontractors.</p>	<p>The Bidder must provide the following information with the bid:</p> <p>Provide names and contact information all members of the Contractor's team (both staff and subcontractors) who will be on site for this Contract.</p>	

<p>Bidder must provide proof of health & safety training for all employees in a minimum of the following areas:</p> <p>Workplace Hazardous Materials Information System (WHMIS). Products currently anticipated to be used at the site include de-greasers.</p> <p>Whenever a crew is on site, at least one employee must be trained in first aid and CPR.</p> <p>Additional training as required to address other specific hazards associated with this Contract.</p>	<p>The Bidder must provide:</p> <p>Workplace Hazardous Materials Information System (WHMIS), all crewmembers on site must have this training;</p> <p>and</p> <p>First Aid and CPR Certification.</p>	
--	--	--

<p>Site-Specific Health and Safety Plan (SSHSP).</p> <p>The SSHSP must contain, but need not be limited to, the followings:</p> <p>Hazard identification, analysis, and mitigation measures. This must be list of Contract-specific activities to be undertaken at the site complete with the hazards associated with each activity and a series of procedures to be used to mitigate the hazard. This section is usually 3 to 5 pages long, depending on the number of hazards identified and may be in the form of a table. Mitigation measures may include a range of engineering controls, work practices, and personal protective equipment. Include activities to be undertaken by subcontractors. Currently-known hazards involved in the work of this contract include: working during inclement weather and slips, trips, and fall hazards on the dam deck such as tripping over crane rails.</p>	<p>The Bidder must demonstrate a Site-Specific Health and Safety Plan</p>	
--	---	--

<p>Emergency contacts. This is usually a list of names, roles, and phone numbers, and must include all subcontractors; Emergency response plan.</p>	<p>The Bidder must demonstrate, with the bid: An organizational chart of the project team showing the specific chain-of-command and specify the overall responsibilities of Contractor's employees at the work site in the case of emergencies. List emergencies that could perceptibly occur during the course of work and what steps you will take to respond.</p>	
<p>Site-Specific Environmental Protection Plan (SSEPP). This must discuss methods and procedures for the protection of environment during Work. Address topics at level of detail commensurate with Work. The intent is to prevent contamination of soil, water, and atmosphere with toxic substances and pollutants produced or released by Work. Currently known environmental hazards expected to be encountered in the course of this Work are as follows: cleaning and de-greasing products.</p>	<p>The Bidder must demonstrate a Site-Specific Environmental Protection Plan (SSEPP).</p>	