

**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 0B2 / Noyau 0B2
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 MODIFICAT. TO DAM STOPLOG LIFTERS		
Solicitation No. - N° de l'invitation EP168-151179/B		Date 2015-04-10
Client Reference No. - N° de référence du client 20151179		
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-044-25073		
File No. - N° de dossier 044ml.EP168-151179	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-28		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: Aussant, Marc		Buyer Id - Id de l'acheteur 044ml
Telephone No. - N° de téléphone (819) 934-1386 ()		FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

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

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
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

EP168-151179/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

044ml

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

20151179

File No. - N° du dossier

044mlEP168-151179

CCC No./N° CCC - FMS No/ N° VME

See Attached Request for Proposal

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement applicable to this procurement.

2. Requirement

- 2.1 Canada has a requirement to provide various modifications to the Stoplog Lifters of the Timiskaming Dam Complex all in accordance with the Statement of Work (SOW) Annex "A" Revision 1 to this RFP. The Timiskaming Dam Complex is located on each side of Sault Island where Lake Timiskaming empties into the Ottawa River.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Trade Agreements

The requirement is subject to the provisions of the, the North American Free Trade Agreement (NAFTA).

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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.

5. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) working days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

7. Site Visit

The Bidder or a representative of the Bidder may visit the work site upon request. To make arrangements for a site visit please contact:

Alain Prévost
Water Control Technologist
819-956-4049

or

Éric Potvin
Water Control Engineer
819-956-8535

Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation. It is the Bidder's responsibility to ensure that all questions and request for clarification are addressed in accordance with the RFP Part 2 clause 4 "Enquiries - Bid Solicitation" in order that they become contractual.

It is the Bidder's responsibility to ensure that all available, accessible or visible information has been seen, noted and validated. Canada will assume that Bidders are in possession of that information, that they validated it and will not consider any request for adjustment related to that information from the successful Contractor once in contract.

Canada will make non-compliant a proposal that will contain caveat(s) and/or assumption(s) that were not raised by the Bidders and accepted by Canada as being part of all Bidder's proposal.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid two (2) hard copies and one (1) soft copies on CD or memory stick,

Section II: Financial Bid one (1) hard copy and one (1) soft copy on CD or memory stick,

Section III: Certifications one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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.tml>). 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Bids shall follow all instructions, general terms, conditions and clauses identified herein by title, number and date. All references to descriptive material, technical manuals and brochures included as part of this Bid should be referenced accordingly.

The Technical Bid must include:

- (a) A statement of compliance to the SOW Annex "A' Revision 1'. The statement of compliance must address in writing each individual task and confirms that the bidder understands the requirement and that he will perform the work as required. In its Statement of compliance the bidder must provide all necessary information to demonstrate how he intends to perform the work;
- (b) Preliminary Working Schedule per Task;
- (c) Other Mandatory Deliverables as per Annex "E"

Section II Financial Bid

Bidders must submit their financial bid in accordance with the Annex F- Financial Bid Presentation Sheet and the Appendix 1 to Annex F- Pricing Data Sheet. The total amount of the applicable taxes must be excluded or shown separately.

1. Cost Breakdown

Bidders must include with their financial bid a complete cost breakdown of its bid price for the Work in accordance with the Appendix 1 to Annex F - Pricing Data Sheet and transfer the total to line item A of the Annex F Financial Bid Presentation Sheet. Once in contract the Pricing Data Sheet will be part of the Basis of Payment Annex B.

2. Hourly Rates and Overtime Premiums for Unscheduled Work.

- i. Bidders must provide hourly rates and if applicable overtime premiums in accordance with the line item B of the Annex F.
- ii. Hourly Rates and Overtime Premiums provides will be extended against predetermined amount of hours set out by Canada for evaluation purpose only. Once in contract these Hourly Rates and Premiums will be part of the Contract Basis of Payment Annex B.

3. Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III Certifications

Bidders must submit the certifications required under Part 5.

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 Mandatory Technical Criteria.

The Mandatory Deliverables required with any bid are described in the Annex "E".

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The Unscheduled Work, will be part of the Financial Evaluation. The level of effort used for evaluation will be as per Annex "F". The amount of person-hours used for the evaluation of the Unscheduled Work Hourly Rates and Overtime Premiums are based on historical experience and there is no minimum or maximum amount of hours for Unscheduled Work nor is there a guarantee of such Unscheduled Work.

2. Basis of Selection

- 2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest 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 Precedent to Contract Award and Certifications Required with the Bid

1.1 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.

1.1.1 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 \(2014-09-25\)](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 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_equity/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.

1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.2.1 Welding Certification

Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

CSA W47.1-03 (R2008) Certification for Companies for Fusion Welding of Steel Structures, any Division.

The Bidder must submit proof of a valid certification with its proposal. The certification must remain valid for the duration of the contract. If this information is not provided with the bid it will render the proposal non-responsive.

1.2.2 Electrical work Certification

Electrical work must be performed by an electrician holding a Certificate of Qualification for either the Province of Ontario or the Province of Quebec or an Interprovincial Red Seal, and in accordance with CSA C22.1-12 Canadian electrical code.

The Bidder must submit proof of a valid certification with its proposal. The certification must remain valid for the duration of the contract. If this information is not provided with the bid it will render the proposal non-responsive.

1.2.3 Workers' Compensation - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide with the proposal, a Certificate or a Letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account.

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PART 6 - OTHER REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive

PART 7 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

- 2.1 The Contractor shall perform the various modifications to the Stoplog Lifters of the Timiskaming Dam Complex all in accordance with the Statement of Work (SOW) Annex "A" Revision 1 to this RFP. The Timiskaming Dam Complex is located on each side of Sault Island where Lake Timiskaming empties into the Ottawa River.
- 2.2 The Contractor shall perform the authorized Unscheduled Work under the same terms and conditions of the Contract.

3. Standard 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

- 1 2010C (2014-09-25), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.
- 2 1031-2 (2012-07-16), Contract Cost Principles, apply to the Unscheduled Work and form part of the Contract

4. Term of Contract

4.1 Working Period

- 4.1.1 All the work in accordance with the SOW Annex "A" Revision 1 must be performed between June 15, 2015 to 28 August, 2015.

Due to operations it will not be possible to work on site during the period of 1 April, 2015 to 14 June, 2015. However the site will be available for inspection and measurements.

The above periods of work could change based on weather conditions.

4.2 Communications

- 4.2.1 Communications on financial and contractual matters must be made only to the Contracting Authority, who is the only person who can authorize amendment to the contract or to approve payments.
- 4.2.2 Communications regarding overall scope of work must be made to the Technical Authority, who will review requests for additional work or changes to existing scope of work.
- 4.2.3 Communications regarding how to implement the approved scope of work, ergonomic considerations, and practical needs may be made with the Damkeepers on site.

4.2.4 Communications of contractual, financial or technical nature have no contractual value unless they become a contract amendment authorized in writing by the Contracting Authority.

4.3 Hazardous Waste and Material

4.3.1 The stoplog lifting machine and the de-icing cart are new equipment (2012) and thus are not expected to contain any hazardous materials.

4.3.2 Ensure that all products used in Work (e.g. touch-up paint) are managed to requirements of the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the Occupational Health and Safety Act and Regulations. For all products used in Work, submit a copy of Material Safety Data Sheets (MSDS) to Technical Authority before starting work.

4.4 Health and Safety

4.4.1 Regulatory Requirements

- 1 Abide by, all relevant Legislation, Regulations, Codes, and Standards and to ensure that all work undertaken at the dam site on behalf of PWGSC is completed in a safe manner.
- 2 .Provide all necessary safety training and personnel protective equipment as required to effect the work of this Contract.
- 3 Ensure that sub-Contractors are equally compliant.

4.4.2. Safety Procedures

- 1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of work, immediately stop work and advise the Technical Authority verbally and in writing.
2. Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Technical Authority and provide Technical Authority with written report of action taken.
3. Technical Authority may stop work if non-compliance of health and safety regulations is not corrected.

4.4.3. Health & Safety Submittals.-PWGSC requires a variety of submittals proving Contractor compliance with legislated requirements. Hence, within three weeks of Contract Award, submit the following to the Technical Authority:

1. Company information (submit for sub-contractors as well):
 - a Clearance Certificate from the Workplace Safety Insurance Board (WSIB) and/or Commission de la Santé et de la Sécurité au Travail (CSST), or proof of disability insurance coverage from private company.
 - b. Contractors' General Liability Insurance Certificate.
 - c. Company's Health & Safety Policy Statement meeting the requirement of the Ontario Occupational Health and Safety Act. Usually 1 page, this 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. Statement must be signed by the employer at the highest level of management at the workplace.

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- d. Company's Occupational Health and Safety Program meeting the requirements of the Ontario Occupational Health and Safety Act. Usually 5 to 15 pages, describing, in a general way how health and safety is handled at the company.
 - e. Sub- contractor information - Provide names and contact information for all sub-contractors who will be working on site.
2. Employee information - for all members of the Contractor's team (both staff and sub-contractors) who will be on site for this Contract (in all cases, provide updates in case of employee changes during the course of the Contract):
- a. Names - of all persons who will be present on site during the course of this Contract, both employees and subcontractors.
 - b. Proof of health & safety training - for all employees in a minimum of the following areas:
 - i. Workplace Hazardous Materials Information System (WHMIS) Training;
 - ii. Fall Protection Training;
 - iii. First Aid Training; and,
 - iv. Additional training as required to address other specific hazards associated with this Contract.
3. Site-Specific Health and Safety Plan (SSHSP) - The SSHSP must contain, but need not be limited to, the following:
- a. Description of the project - a brief description of what the Contractor understands the work of the project to be, which will likely be about half a page.
 - b. Hazard identification, analysis, and mitigation measures -A list of Contract-specific activities to be undertaken at the site complete with the hazards associated with each activity, complete with a series of procedures to be used to manage the hazard. This section would likely be 1 to 2 pages long, depending on the number of hazards identified. Note that the hazards and mitigation measures may be presented in the form of a two-column table.
 - c. Emergency contacts - which is expected to be a list of names and phone numbers to call if an emergency happens on site (police, fire, ambulance, as well as company safety people who would be called).
 - d. Emergency response plan - List emergencies that could perceivably occur during the course of work and what steps you will take to respond. For example, provide first aid if a worker trips and injures himself.
 - e. Hazard communication plan - How you will inform workers, visitors, and other individuals about the hazards during work. This may include but need not be limited to signage, barriers, tailgate meetings. This section would likely be at most a half-page long.
 - f. Safety Orientation Checklist - PWGSC requires that when all persons have assembled on site but before starting work on the first day, the Contractor provide a short (15-minute) safety briefing for their employees and Sub-Contractors summarizing the hazards and hazard mitigations measures appropriate to the site. All persons are to sign-off as having received this briefing before starting Work, and a copy of the signed list be given to the Technical Authority.

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4. Currently known hazards involved in the work of this contract include but may not necessarily be limited to:
- a. working at heights;
 - b. working during inclement weather;
 - c. welding (possible depending on Contractor's selected solutions);
 - d. slips, trips, and fall hazards on the dam deck such as tripping over crane rails; and
 - e. Hot work procedure.

4.5 Housekeeping

- 1. Leave the dam and work areas clean upon completion of work each day.
- 2. In cases where tools or equipment must be left at the dam site overnight, PWGSC will allow the Contractor to store small items in the damkeepers' workshop.
- 3. Provide lockable storage for, and be responsible for the security of, items that cannot be stored in the building. Leave storage container in location designated by Damkeeper.
- 4. Dispose of rubbish and waste materials off-site in accordance with local municipal requirements for waste disposal.

4.6 Language of Work

- 1. Communications with the Contracting Authority or the Technical Authority may be in either English or French.
- 2. Communications with the Damkeepers shall be in French.

4.7 Parking.

Use the Damkeepers' parking lot near the workshop.

4.8 Utilities.

Under normal conditions, PWGSC will allow the Contractor to use the 120V - 15 Amps service available in the operator's cab. If this is insufficient, provide portable generators as required to affect the Work.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marc Aussant
Supply Team Leader
Public Works and Government Services Canada
11 Laurier St, Gatineau, Québec
K1A 0S5
Telephone: 819-934-1386
Facsimile : 819-956-7725
Email: marc.aussant@tpsgc-pwgsc.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 Project Authority

The Project Authority for the Contract is:

5.3 Contractor's Representative

Name : _____

Title : _____

Address : _____

Telephone : _____

Facsimile : _____

E-mail address : _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that his information will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice 2012-2 of the Treasury Board Secrerariat of Canada.

7. Payment

7.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Requirement in accordance with the payment provisions of the contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada; and
- the Work delivered has been accepted by Canada.

7.2 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in accordance with the Basis of Payment in Annex B, applicable Taxes extra. Payment for unscheduled work shall be in accordance with Annex B.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized in writing, by the Contracting Authority prior to their incorporation in the Work.

7.3 Payment for Unscheduled Work

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with Annex "B" and in accordance with Contract Cost Principles 1031-2, as determined by a government audit, plus a profit computed in accordance with Chapter 10, Cost and Profit, of the Supply Manual, Public Works and Government Services Canada. The results and findings of the government's audit will be conclusive.

7.4 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.5 Invoicing

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 in the invoice is completed.

Each invoice must be supported by:

- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices; and
- a copy of the monthly progress report.

Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the following address for certification and payment.

Nathalie Haineault
PFO for Timiskaming Dam
Place du Portage Phase III 9A1 #57
11 Laurier Street
Gatineau, Quebec
K1A 0S5

- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 SACC Manual Clauses

H4500C - Lien - Section 427 of the Bank Act, (2010-01-11)

7.7 Discretionary Audit for Unscheduled Work in the Scope of Work

1. The following are subject to government audit before or after payment is made:

-
- (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged;
 - (b) The accuracy of the Contractor's time recording system;
 - (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s); and
 - (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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 _____. (The contracting authority will insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

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) the general conditions 2010C (2014-09-25), General Conditions - Services (Medium Complexity);
- (c) the 1031-2 (2012-07-16), Contract Cost Principles;
- (d) Annex A Statement of Work Revision 1;
- (e) Annex B, Basis of Payment;
- (f) Annex C Procedure to Processing Unscheduled Work; and
- (g) the Contractor's bid dated _____

11. Project Schedule

The Contractor must revise the project Preliminary Schedule on an as required basis and submit to Canada weekly. If the revision is due to weather conditions, it must be stated. If the revision is due to authorized unscheduled work, the revision must include the unscheduled work, all related schedule impact on the work and impact to the delivery date of the requirement should it be the case.

12. Weekly Planning

The Contractor must provide the Technical Authority with his weekly planning schedule outlining the work to be performed each week. This must be revised if there are any changes to this schedule. The Contractor must notify the Dam Keeper 24 hours before the start of any work.

13. Post Contract Award Conference Call

A Post Contract Award Conference Call will be chaired by the Contracting Authority. The Contractor will identify the project manager and Canada will introduce the Authorities of the Contract. A review of the term and conditions of the Contract will be conducted by the Contracting Authority.

14. Progress Report

1. The Contractor must submit weekly with this schedule a progress statement to Technical Authority and to the Contracting Authority.
2. The progress statement will address the following:
 - (i) is the project schedule being impacted and if impacted why?
 - (ii) is the project delivery date being impacted and if impacted why?
 - (iii) is the project within budget?
 - (iv) is the project free of any areas of concern in which the assistance or guidance of Canada may be required?
3. On an as required basis either the Contractor, the Technical Authority or the Contracting Authority could request a conference call to address any concerns regarding the project.

15. Outstanding Work and Acceptance

1. The Project Authority, in conjunction with the Contractor, will prepare a list of outstanding work at the end of the work period. This list will form the annex to the Work Acceptance form PWGSC-TPSGC1205. A Work Acceptance Meeting will be convened by the Contracting Authority on the work completion date to review and sign off the Acceptance form.

A holdback of twice the estimated value of outstanding work will be held until its completion. The estimated value and the completion date of each outstanding work item will be determined by Canada, at its sole discretion. The Goods and Services Tax or Harmonized Sales Tax, as applicable, will be calculated on this outstanding work holdback amount and paid at the time that the outstanding work holdback is released.

However, at any time after acceptance of the Work, Canada may in its sole discretion decide that one or more of the outstanding work items will not be completed by the Contractor. The Contracting Authority will provide written notice to the Contractor of such a decision. In the event that Canada decides that any outstanding work items will not be completed by the Contractor, the holdback of twice the estimated value of the outstanding work not completed by the Contractor will not be paid to the Contractor and the contract value will be amended accordingly.

2. The Contractor must complete the above form and annex in three (3) copies, which will be distributed by the Inspection Authority as follows:

- (a) original to the Contracting Authority;
- (b) one copy to the Technical Authority; and
- (c) one copy to the Contractor.

16. Dispute Resolution

The parties agree to follow the procedures below for the settlement of any disputes which may arise throughout the life of this Contract prior to seeking redress through court procedures:

- (a) Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within (15) working days or such additional time as may be agreed to by both parties.
- (b) Failing resolution under (a) above, the Manager of the Machinery and Logistic Support Division of the Marine Systems Directorate at PWGSC and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- (c) Failing resolution under (a) or (b) above, the Senior Director of the Marine Systems Directorate at PWGSC, and the Contractor's Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.
- (d) Notwithstanding the above procedure, either party may seek a decision through the courts at any time during the dispute.

17. Failure to Deliver

Time is of the essence of the Contract. Changes in the Completion date not caused by Canada are Contractor defaults, will prejudice Canada and are at the Contractor's expense. The Completion date will not be extended without consideration being provided by the Contractor acceptable to Canada in the form of adjustment to the price, warranty or services to be provided.

18. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"
STATEMENT OF WORK – REVISION 1

A1. DAM AND EXISTING EQUIPMENT

1. The Timiskaming Dam Complex consists of two dams, one on each side of Sault Island, where Lake Timiskaming empties into the Ottawa River. The dams on the Ontario and Quebec sides of Sault Island are called the Ontario and Quebec Dams respectively.
2. Water discharge through both dams is controlled by timber stop logs which are stacked and with a hydraulic powered stop log lifting machine that travels on rails on the operating deck.
3. The machines are new as of 2012 and were built using ordinary CSA G40.21 structural steel.
4. **Environmental requirement.**—The equipment installed as part of this Work must be selected or designed for relative humidity up to 100% and temperatures from -40°C to +40°C.

A2. SCOPE OF WORK

A2.1. TASK 1 – Provide Roof Extensions on 2 Stoplog Lifters

a. Problem

- i. The stoplog lifting machines have a Plexiglas window through which the Damkeeper in the cab can see out onto the dam deck (see Figures 1 & 2 for exterior view, Figures 12, 13, and 14 for interior view). In rain or icy conditions, this window can become difficult to see through.
- ii. The original equipment manufacturer does not recommend adding a windshield wiper, because the Plexiglas is not flat and the windshield wiper would not work well. Furthermore, the Plexiglas could be scratched relatively easily.
- iii. The original equipment manufacturer does not recommend a solid glass window because the surrounding support structure is not designed for that weight.
- iv. PWGSC feels that a roof extension would help reduce the amount of precipitation on the window.

b. Requirement

- i. Design a roof extension that could be connected to the machines with minimal interference to the existing structure. Required characteristics:
 - 1) Dimensions: approximately 300mm to 500mm length of additional projection (exact dimensions to be determined in discussion with the Damkeepers), and the full width of the stoplog lifter window.

- 2) Material: new structural steel sections attached by bolting or welding to the existing structural elements of the roof of the stoplog lifter (shown on Drawings No. 1958-21104-02 Sheets 1/2 and 2/2 of the As-Built Drawings). These extensions will support an extension to the roofing materials.
- 3) Roofing: finished with the same roofing system as existing (as per as-built drawings), taking care that new waterproofing membrane overlaps the old by a minimum of 100mm to ensure water-tightness.
- ii. Prepare shopdrawings of proposed system, signed and sealed by a Professional Engineer, and submit to Technical Authority for review. Technical Authority will be looking at the proposed solution mostly for ergonomics with stoplog lifter operations and for longevity of the details (particularly water-tightness and corrosion-resistance), and may require some modifications before finalizing.
- iii. Upon approval of proposed scheme, install roof extension to approved shopdrawings.
- iv. After installation, touch up existing paint films wherever this was damaged during Work.

A2.2. TASK 2 – Provide System to Indicate Boom Extension on 2 Stoplog Lifters

a. Problem

- i. The stoplog lifters have two lifting arms, called “booms,” that each hook into one end of a stoplog (Figure 1 shows these booms lifting a sluice grate). The booms are telescopic, pivoting, and hydraulically operated. Although they are intended to move together, they have separate controls and even at the best of times the booms move somewhat independently. This is problematic because if one of them extends much faster than the other, this could damage the spreader bar that ties the two booms together with the intent of keeping them from vibrating too much (spreader bar visible in Figures 1, 2 and 3).
- ii. The light on the operator display indicates when the booms have reached maximum extension in the sluice and are touching bottom or touching the stoplog. However, when the booms are moving underwater, the Damkeepers cannot tell the exact position of the booms and if one of them has extended too far with respect to the other.
- iii. The Damkeepers have requested a type of extension indicator for the two booms on each machine that would let them know how far each boom has extended.

b. Requirement

- i. Design a system to display the extension of each boom. Connect system to stoplog lifters with minimal interference to existing structure. In general, PWGSC's priority is on simplicity and longevity; hence, only Gray code digital devices are permitted.

- ii. Design system for the deepest sluices, which are on the Quebec dam and are slightly under 29 feet total depth from deck to sill.
- iii. Although alternative solutions may be acceptable as well, PWGSC currently envisions some acceptable solutions could involve variations on the following on each boom:

1) Alternative 1

- a) a length of robust, non-stretching, non-corroding, stainless steel wire rope with one end fixed approximately at the compaction plates and the other end to a spool or drum, the system complete with all suitable re-direct sheaves;
- b) a spring-tensioned spool or drum of wire or wire rope, located in the Reel Hood Assembly box on top of the booms of stoplog lifting machine (see Figure 9 and As-Built Drawing 11401-21104) or other convenient and protected location;
- c) a rotary position encoder (e.g. multi-turn absolute-type rotary encoder, brushless transmitter resolver, rotary analog encoder, rotary variable differential transformer, etc.), attached to the spool or drum to count rotations thereof as the wire or wire rope spools on and off; and,
- d) a suitably calibrated extension display for each boom, fed with information from the encoders, processed through a microcontroller if necessary, visible to the operator at the control station of the stoplog lifting machine, and showing extension length in metres to within $\pm 0.01\text{m}$.
- e) Other constraints:
 - i) Connections of re-direct sheaves and all other fittings to the stoplog lifting machine must be by welding.
 - ii) Have the wire rope running along the inside surface of the boom for protection (see Figure 8 for a view up the inside of the ram).

2) Alternative 2

- a) Similar to Alternative 1, but it may be possible for a rotary position encoder to read the rotations of electric cable reel or hydraulic hose reel within the Reel Hood Assembly (As-Built Drawing 11401-21104) if arrangement of shafts allows and sufficient accuracy can be achieved.
- iv. Source possible makes and models of suitably simple, rugged, industrial-quality equipment, designed for the weather conditions at the dam, and submit product information, proposed general arrangement, and connection details to Technical Authority for discussion before purchase. Technical Authority will review, and may request various changes for improved robustness or to suit operational requirements.

- v. Upon Technical Authority's approval of proposed extension indication system, purchase and install, on each of the two stoplog lifting machines, a system for each boom.
- vi. After installation, touch up existing paint films wherever this was damaged during Work.

A2.3. TASK 3 – Provide Window Fans and Heaters Inside 2 Stoplog Lifters

a. Problem

- i. The stoplog lifting machines have a Plexiglas window through which the Damkeeper in the cab can see out onto the dam deck (see Figures 1 & 2 for exterior view, Figures 11, 12, and 13 for interior view). Under certain weather conditions, fog or frost accumulates inside the window and it difficult to see through.
- ii. Currently, there is one 200W "BioSmart" interior panel heater in the cab of the stoplog lifter. There are no fans. The Damkeepers have found this insufficient. In an attempt to improve the situation, they have tried to install additional space heaters in the 120V outlets, but found that this draws too much current and the 15A fuse blows.

b. Requirement

- i. Design an improved heating and ventilating system for the stoplog lifter cabs that would be fed from new and separate circuit in stoplog lifting machines. Do this both by observations of the stoplog lifters themselves and by review of electrical as-built drawings.
- ii. The as-built drawings indicate a 100 A main breaker panel services the Operator's cabin (see Figures 10 and 11). Identify and quantify the electrical loads from equipment connected to the existing breaker panel. Determine if there is sufficient spare load capacity to accommodate additional equipment, or if a separate feed with new breakers would be required. For the purposes of bidding: assume sufficient capacity exists and that spare space for breakers are available.
- iii. Although alternative solutions may be acceptable as well, PWGSC currently envisions one acceptable solution could involve the following:
 - 1) Install dedicated circuits for space heaters in the existing panel. Do not install other types of equipment connected to those specific breakers.
 - 2) Provide somewhere between two to four separate 1500 W electrical space heaters rated at 240 V with a thermostat control. Provide two additional circulating fans whose direction is adjustable.
 - a) Heaters:
 - i) Capacity: 1500 W each.

- ii) Number: Sufficient to maintain +10°C inside cabin when outside temperature is -25°C (submit calculations). For the purpose of bidding: estimate 2.
 - iii) Mounting location: on floor, behind Damkeeper as he stands at the controls.
- b) Circulating fans:
 - i) Capacity: minimum 65 CFM or more.
 - ii) Number: Two.
 - iii) Mounting location: on bar at the ceiling (visible Figures 12, 13, and 14), close to the walls so as not to impede the Damkeeper's view. Damkeeper should be able to reach up and adjust the direction the fan is blowing in to different spots on the window.
- iv. Submit product data on proposed equipment and detail drawings showing proposed connections. Technical Authority will review, and may request various changes (e.g. of fan location) to suit operational requirements.
- v. Install system after Technical Authority has given approval.
- vi. Obtain all required permits and pay all required fees. Provide certification from Electrical Safety Authority that installation is acceptable.

A3. PROJECT CONSTRAINTS

- a. **Water control.**—The amount of water the dams have to pass depends on the weather and cannot be predicted at time of bidding. PWGSC Damkeepers may have to interrupt Contractor in order to use the stoplog lifters for water control operations during the course of Work. PWGSC will give 4 hours notice before water control operations are required; be prepared to close up Work and render the machine suitable for use within that period.
- b. **Location of machines.**—Both stoplog lifters must be located on the right (when looking downstream) abutments of their respective dams when the Contractor is working on them. PWGSC Damkeepers will move the machine to correct positions.
- c. **Other projects.**—Another project at the Timiskaming Ontario Dam will be underway at the time the Contractor will have to go on site. PWGSC will make provisions for the two Contractors to be separated in space. Respect the directions provided by the Technical Authority in this regard.

A4. PHOTOGRAPHS



Figure 1 - Stoplog lifter, downstream side, with booms in the process of lifting out a sluice grate. Note lack of any overhang above the window.



Figure 2 - Stoplog lifter, downstream side, with booms in vertical and raised position. Note lack of overhang protecting the window.



Figure 3 – Ontario dam's stoplog lifter, left end and downstream side.



Figure 4 - Right end of Quebec Dam's stoplog lifter.



Figure 5 - Ontario dam's stoplog lifter, upstream side.



Figure 6 - Ontario dam's stoplog lifter showing angle of booms when picking up stoplog from the stack on the operations deck.



Figure 7 – Stoplog lifter, typical detail of boom end showing harpoon hook.



Figure 8 - Stoplog lifter, looking up inside boom from just above the harpoon hooks.



Figure 9 – Stoplog lifter, detail of enclosure for Reel Hood Assembly on top of booms.



Figure 10 - Stoplog lifter control cabin, interior, general view. Note location of breaker panel the detail of which is given in Figure 11.



Figure 11 - Stoplog lifter, detail of breaker panel on upstream wall. General location of this panel is shown in Figure 10.



Figure 12 - Stoplog lifter, control cabin interior, ceiling looking left. Note bar on ceiling between fluorescent lights to which small adjustable circulating fans may be mounted to blow air onto window.



Figure 13 – Plexiglas window in Quebec dam's stoplog lifter interior, looking left.



Figure 14 – Plexiglas window in Quebec dam's stoplog lifter interior, looking right.



Figure 15 - Right abutment area of Quebec Dam. Work to the stoplog lifter must take place with it parked in this area.



Figure 16 - Right abutment area of Ontario Dam. Work to the stoplog lifter must be done with it parked in this area, which would be just ahead of the de-icing cart in this photo.

ANNEX B - BASIS OF PAYMENT - FIRM PRICE

Annex B will form the Basis of Payment for the resulting Contract and must not be filled in at the bid submission stage.

B1 Contract Firm Price

A)	Known Work For work as stated in Article 2 Requirement, Specified in Annex "A" Revision 1 SOW and detailed in the attached Pricing Data Sheets, Appendix 1 to Annex "F" for a FIRM PRICE of:	\$
B)	Tx as applicable	\$
C))	Total Firm Price applicable Tx included	\$

B2 Unscheduled Work

The Contractor will be paid for unscheduled work arising authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours negotiated in accordance with the Annex "C" X \$_____ being the Contractor's firm hourly charge-out labour rate which includes overhead, consumable, and profit, plus net laid-down cost of materials to which will be added a markup of 10%, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material markup will remain firm for the duration of the Contract and any subsequent amendments."

B2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating hours for unscheduled work, PWGSC will consider only those hours of labor directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in B2.2 below, will not be negotiated, but will be compensated for in accordance with B2.2.

B2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, Estimating and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

B2.3: The 10% markup rate for materials will also apply to subcontracted costs. The markup rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

Prorated Prices Unscheduled Work

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by prorating the quoted Work costs in the Contract when similar to the quoted Work costs in the Contract.

B3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate plus the following **premium** rates:

For Time and one half: \$_____ per hour; or,

For Double time \$_____ per hour

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

B4 Pricing Data Sheets

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

ANNEX C - PROCEDURE FOR PROCESSING UNSCHEDULED WORK

1. Purpose

The Unscheduled Work Procedure has been instituted for the following purposes:

- A) To establish a uniform method of dealing with requests for Unscheduled Work;
- B) To obtain the necessary Technical Authority approval and Contracting Authority authorization before Unscheduled Work commences;
- C) To provide a means of maintaining a record of Unscheduled Work requirements including Serial Numbers, dates, and accumulated cost the Contractor shall have a cost accounting system that is capable of assigning job numbers for each Unscheduled Work requirement so that each requirement can be audited individually.

2. Definitions and Particulars

- A) An Unscheduled Work Procedure is a contractual procedure whereby changes to the scope of Work under the Contract may be defined, priced and contractually agreed to. Such changes may arise from;
 - i."Work Arising" from opening up of machinery and/or surveys of equipment and material, or
 - ii."New Work" not initially specified but required on the Vessel.
- B) The procedure does not allow for the correction of deficiencies in the Contractor's Proposal.
- C) No unscheduled work may be undertaken by the Contractor without written authorization of the Contracting Authority except under emergency circumstances described in Sub. Paragraph 3(b). Unscheduled Work.
- D) Work undertaken without written Contracting Authority authorization will be considered the Contractor's responsibility and cost.
- E) The appropriate PWGSC form is the final summary of the definition of the Unscheduled Work requirement, and the costs negotiated and agreed to.

3. Procedures

- A) The procedure involves the electronic form PWGSC-TPSGC 1379 (10/2011) for refit and repair and will be the only form for authorizing all Unscheduled Work.
- B) Emergency measures required to prevent loss or damage to the Vessel which would occur if this procedure were followed, shall be taken by the Contractor on its own authority. The responsibility for the cost of such measures shall be determined in accordance with the terms and conditions of the Contract.
- C) The Technical Authority will initiate a work estimate request by defining the Unscheduled Work requirement. It will attach drawings, sketches, additional specifications, other clarifying details as appropriate, and allocate their Serial Number for the request.
- D) Notwithstanding the foregoing, the Contractor may propose to the Technical Authority in writing, either by letter or some type of Defect Advice Form (this is the Contractor's own form) that certain Unscheduled Work should be carried out.

- E) The Technical Authority will either reject or accept such Proposal, and advise the Contractor and Contracting Authority. Acceptance of the Proposal is not to be construed as authorization for the work to proceed. If required, the Technical Authority will then define the Unscheduled Work requirement in accordance with Sub. Paragraph 3.(c).
- F) The Contractor will electronically submit its Proposal to the Contracting Authority together with all price support, any qualifications, remarks or other information requested.

The price support shall demonstrate the relationship between the scope of work, the Contractor's estimated costs and its selling price. It is a breakdown of the Contractor's unit rates, estimates of person hours by trade, estimate of material cost per item, for both the contractor and all of its subcontractors, estimates of any related impact and an evaluation of the contractor's time required to perform the Unscheduled Work.

- G) The Contractor shall provide copies of purchase orders and paid invoices for Subcontracts and/or materials, including stocked items, in either case. The Contractor shall provide a minimum of two quotations for Subcontracts or materials. If other than the lowest, or sole source is being recommended for quality and/or delivery considerations, this shall be noted. On request to the Contractor, the Contracting Authority shall be permitted, to meet with any proposed Subcontractor or material supplier for discussion of the price and always with the Contractor's representative present.
- H) After discussion between the Contracting Authority and the Contractor and if no negotiation is required, the Contracting Authority will seek Technical Authority confirmation to proceed by signing the form. The Contracting Authority will then sign and authorize the Unscheduled Work to proceed.
- I) In the event the Technical Authority does not wish to proceed with the work, it will cancel the proposed Unscheduled Work through the Contracting Authority in writing.
- J) In the event the negotiation involves a Credit, the appropriate PWGSC form will be noted as "credit" accordingly.
- K) In the event that the Technical Authority requires Unscheduled Work of an urgent nature or an impasse has occurred in negotiations, the commencement of the Unscheduled Work should not be unduly delayed and should be processed as follows, in either case. The Contractor will complete the appropriate PWGSC 1379 form indicating the offered cost and pass it to the Contracting Authority. If the Technical Authority wishes to proceed, the Technical Authority and the Contracting Authority will sign the completed PWGSC form with the notation, "CEILING PRICE SUBJECT TO DOWNWARD ADJUSTMENT", and allocate a Serial Number having the suffix "A". The work will proceed with the understanding that following an audit of the Contractor's actual costs for completing the described work, the cost will be finalized at the ceiling price or lower, if justified by the audit. A new PWGSC form will then be completed with the finalized costs, signed and issued with the same Serial Number without the suffix "A", and bearing a notation that this form is replacing and cancelling the form having the same Serial Number with the suffix "A".

NOTE: PWGSC forms bearing Serial Numbers with a suffix "A" shall not to be included in any contract amendments, and therefore no payment shall be made until final resolution of the price and incorporation into the contract.

4. Amendment to Contract or Formal Agreement.

The Contract will be amended from time to time in accordance with the Contract terms to incorporate the costs authorized on the appropriate PWGSC forms.

ANNEX D - INSURANCE REQUIREMENTS

D.1 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.
2. The Commercial General Liability Insurance 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 Insured: 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.
 - (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.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "E"

Mandatory Deliverables

Item #	Deliverables	Compliant		Reference to applicable page and paragraph of Proposal
		Yes	No	
1	A Technical Bid that includes a statement of compliance to the SOW Annex "A" Revision 1. as per RFP Part 3 – Section I (a) The statement of compliance must for each individual task; - confirm that the bidder understands the requirement ; - that the bidder will perform the work as required and; - provide necessary information to demonstrate how the bidder intends to perform the work			
2	RFP - Part 3 – Section I (b) Preliminary Working Schedule			
3	RFP - Part 5, Article 1.2.1 - Welding certification - Proof of a valid certification.			
5	RFP - Part 5, Article 1.2.2 Electrical Work Certification - Proof of a valid certification.			
6	RFP - Part 5, Article 1.2.3 Workers' Compensation – Letter of Good Standing - Certificate or a Letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account			
7	RFP - Part 6 Other Requirements - A letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D"			

ANNEX F - FINANCIAL BID PRESENTATION SHEET

F1 Price for Evaluation

A)	Known Work For work as stated in Part 1 Clause 2 Requirement, Specified in Annex "A" Revision 1 SOW and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "F", for a FIRM PRICE of:	\$
B)	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 100 person hours X \$_____ per hour for a PRICE of: See Article F2.1 and F2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 40 person hours X \$_____ per hour for a PRICE of: See Article F3 below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 24 person hours X \$_____ per hour for a PRICE of: See Article F3 below.</p>	<p>\$</p> <p>\$</p> <p>\$</p>
C)	<p>EVALUATION PRICE TX EXCLUDED,</p> <p>(A + B):</p> <p>For an EVALUATION PRICE of (Tx excluded):</p>	\$

F2 Unscheduled Work

The Contractor will be paid for unscheduled work arising authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours (to be negotiated) X \$_____, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumable, and profit, plus net laid-down cost of materials to which will be added a markup of 10 %, plus Goods and Services Tax or Harmonized Sales Tax, if applicable, of the total cost of material and labour. The firm hourly charge-out labour rate and the material markup will remain firm for the duration of the Contract and any subsequent amendments."

F2.1: Notwithstanding definitions or usage elsewhere in this document, or in the Contractor's Cost Management System, when negotiating Hours for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of Related Labour Costs identified in F2.2 below, will not be negotiated, but will be compensated for in accordance with Note F2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

F2.2: Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, Estimating and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line F2 above.

F2.3: The 10% markup rate for materials will also apply to subcontracted costs. The markup rate includes any allowance for material and subcontract management not allowed for in the Charge out Labour Rate. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

Prorated Prices Unscheduled Work

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by prorating the quoted Work costs in the Contract when similar to the quoted work.

F3 Overtime

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate plus the following **premium** rates:

For Time and one half: \$ _____ per hour; or,

For Double time \$ _____ per hour

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

C4 Pricing Data Sheets

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

(Signature)

(Date)

**APPENDIX 1 TO ANNEX F - PRICING DATA SHEET -TIMISKAMING DAM
MODIFICATIONS TO STOP LOG LIFTERS RFP # EP168 15 1179**

		A	B	C	D	E
Pricing Data Sheet Item No.	Description	Total Hours	Total Labour Profit Included - \$CAD - Tax Excluded	Total Material Profit Included - \$CAD - Tax Excluded	Total Sub-Contractor Profit Included - \$CAD - Tax Excluded	Total Cost Profit Included - \$CAD - Tax Excluded = (B+C+D)
1	TASK 1 – Provide Roof Extensions on 2 Stoplog Lifters					\$0
2	TASK 2 – Provide System to Indicate Boom Extension on 2 Stoplog Lifters					\$0
3	TASK 3 – Provide Window Fans and Heaters Inside 2 Stoplog Lifters					\$0
	TOTAL KNOWN WORK Item 1 to 3 - (To be reported to the line A of the Annex F)					\$0