



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet Penstock Gate	
Solicitation No. - N° de l'invitation EZ108-172139/A	Date 2016-12-01
Client Reference No. - N° de référence du client EZ108-172139	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-176-7131
File No. - N° de dossier XLV-6-39183 (176)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-11	
Time Zone Fuseau horaire Pacific Standard Time PST	
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: Godin, Andre	Buyer Id - Id de l'acheteur xlv176
Telephone No. - N° de téléphone (250) 216-2504 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Public Works and Government Services Canada See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Department of Public Works and Government Services Canada as a requirement to fabricate and deliver a Penstock steel gate leaf for the Esquimalt Graving Dock in accordance with Annex "A", Statement of work and delivered to Victoria, British Columbia, Canada **on or before March 31, 2017.**

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). Excluded of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the North American Free Trade Agreement (NAFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 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) (<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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.4 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid – one hard copy
Section II: Financial Bid – one hard copy
Section III: Certifications – one hard 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.html) (<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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The Statement of requirement, Annex A, is entirely mandatory. 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with **Annex C- Financial evaluation sheet**. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5,

3.1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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3.1.2 Mandatory Tender Deliverable Check List

Notwithstanding deliverable requirements specified anywhere else within this bid solicitation and its associated Requirement (Annex A), mandatory deliverables that must be submitted with the Bidder's tender to be deemed responsive are describe below.

For details and to complete please refer to Annex D – Mandatory Deliverables Table D.1

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

Welding Certification – Bid

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel division level 2

For details and to complete please refer to Annex D – Mandatory Deliverables Table D.1

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

For details and to complete please refer to Annex D

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.esdc.gc.ca) website.

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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.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Department of Public Works and Government Services Canada as a requirement to fabricate and deliver a Penstock steel gate leaf for the Esquimalt Graving Dock in accordance with Annex "A", Statement of Work and delivered to Sidney, British Columbia, Canada **on or before March 31, 2017.**

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **March 31, 2017**

6.4.2 Delivery Point (INCOTERM 2000 DDP)

PWGSC/TPSGC

Engineering Assets

Esquimalt Graving Dock

825 Admiral Road

Victoria, British Columbia, Canada

V9A 2P1

Attn: Jon Siska, 250-216-5073

The Contractor shall give the Departmental Representative at least two weeks' notice before the delivery of the modules to site.

6.4.3 Preparation for Delivery

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

6.4.4 Shipping Instructions – Delivered Duty Paid (DDP)

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to Edmonton, AB, Canada.

6.4.5 Failure to keep the Contracting Authority informed

As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 06 (Time of Essence) of 2010A, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:

a. Contract Termination in accordance with General Conditions 2010A Article 06 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source; or

b. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andre Godin
Title: Manager
Acquisitions, Marine
Public Works and Government Services Canada
Address: 1230 Government Street, Suite 401
Victoria, BC | Victoria, CB V8W 3X4 Canada
Telephone: 250-216-2504
Facsimile: 250-363-3960
Email: andre.godin3@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.

6.5.2 Technical Authority

The Technical Authority will be identified in the Contract.

Name: TBD
Title: TBD
Organization: TBD
Address: TBD
Telephone: TBD
Facsimile: TBD
E-mail: TBD

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.

6.5.3 Contractor's Representative

The bidder is to provide a list of representatives responsible for the completion of the work.

For details and to complete please refer to Annex D

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

C0100C	2010-01-11	Discretionary Audit – Commercial Goods and/or Services
C0711C	2008-05-12	Time Verification

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled Invoice Submission.

Invoice is to be made out to:

PWGSC/TPSGC
Engineering Assets
Esquimalt Graving Dock
825 Admiral Road
Victoria, British Columbia, Canada
V9A 2P1

Original invoice is to be sent for verification to:

Public Works and Government Services Canada
Acquisitions, Marine
401 - 1230 Government Street
Victoria, B.C., V8W 3X4
Attention: Andre Godin

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.8.3 Welding Certification – Contract

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):
 - a. CSA W47.1 (current version), Certification of Companies for Fusion Welding of Steel division level 2;
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the *Technical Authority*, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) The Contractor's bid dated _____.

6.11 Insurance

6.11.1 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 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.
 - 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - n. 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.

6.11.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

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2. 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.
 3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX A - STATEMENT OF WORK

REQUIREMENT

Penstock gate leaf Replacement, Esquimalt Graving Dock

A1. Requirement

Public Works and Government Services Canada (PWGSC), Esquimalt Graving Dock (EGD), Victoria, BC has a requirement to replace the Main Penstock Gate.

This Requirement is for the supply and delivery of one (1) penstock gate leaf meeting the requirements and specifications detailed in the section of this Document.

This requirement includes the delivery of shop drawings, test reports, installation instructions and any applicable standard manufacturer warranties.

A2. Background

The EGD is a deep-sea shipbuilding and repair facility on Canada's Pacific Coast and is the largest solid foundation graving dock on the West Coast of the Americas. Located on the southern end of Vancouver Island in Greater Victoria, British Columbia, the EGD has direct vessel access from the Strait of Juan de Fuca, the main shipping channel for Southern British Columbia and the Puget Sound in the United States. The EGD is Crown-owned and has been operated by PWGSC since 1927 providing common services (on a fee-for-service basis) and multi-user access to the dry dock infrastructure for any qualified private sector ship repair company.

The dry dock is comprised of three (3) sections that can be separated with the use of floating caissons. The PWGSC Pumphouse controls the flow of water in and out of the dry dock with hydraulically controlled penstock gates which control water to each individual section of the dry dock.

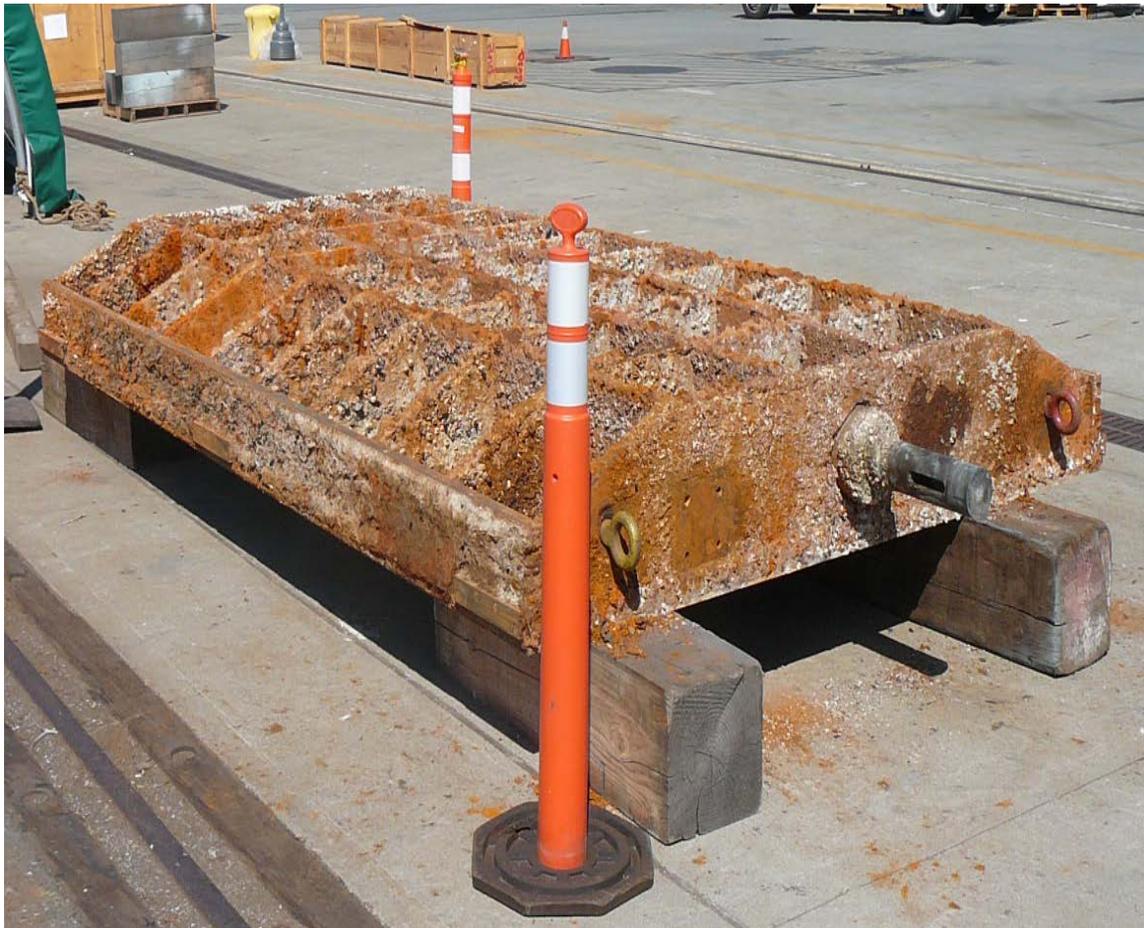
The Penstocks are comprised of a one (1) Main Penstock Gate and three (3) pairs of Middle Penstock Gates.

MINIMUM PERFORMANCE SPECIFICATIONS

Supply and deliver one (1) main penstock gate leaf meeting the requirements and specifications as set out below:

1. Specification Section 21 05 01.01 Supply of Gate Leaf, attached.
2. Drawings 00 through 04, attached

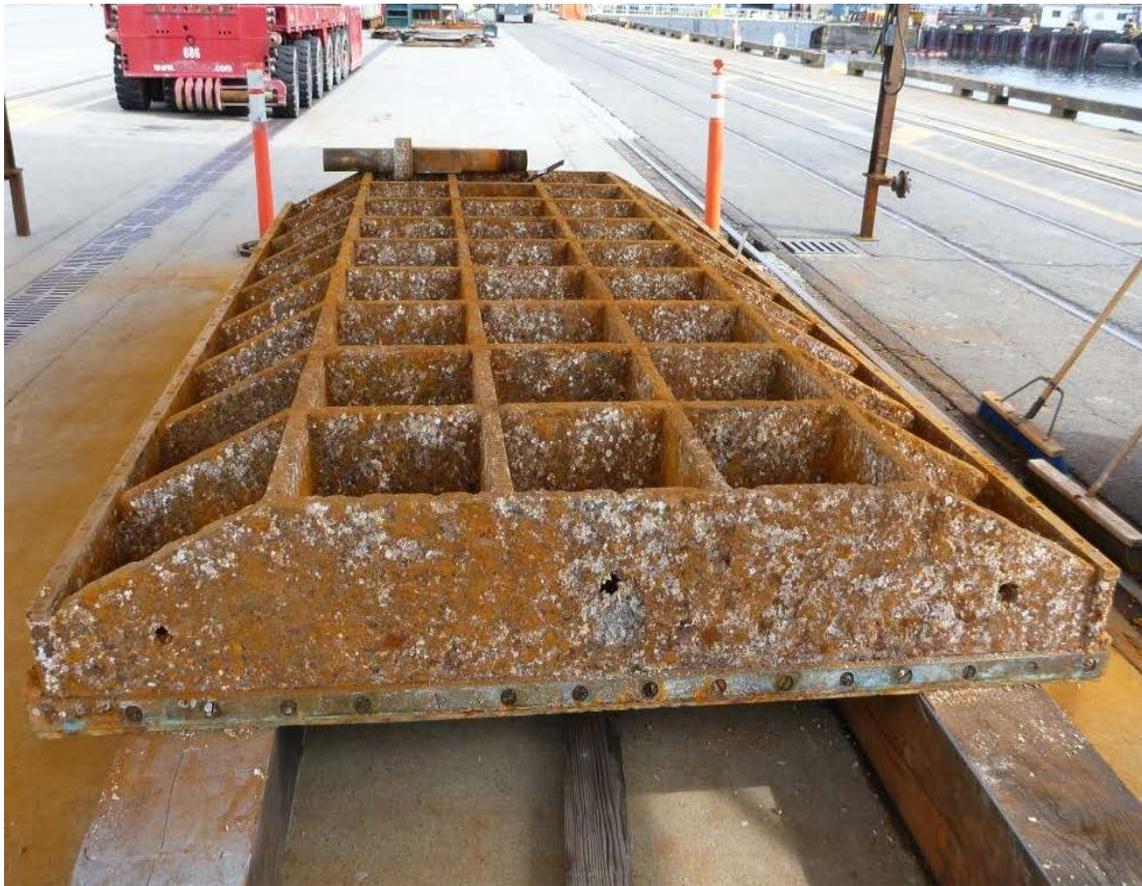
Figure 1. Existing Main Penstock Gate with attachment pin shown below and is provided for reference purposes only.



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Client Ref. No. - N° de réf. du client
EZ108-172139

Amd. No. - N° de la modif.
File No. - N° du dossier
XLV-6-39183

Buyer ID - Id de l'acheteur
xlv176
CCC No./N° CCC - FMS No./N° VME



Specification Section 21 05 01.01 Supply of Gate Leaf

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this contract includes supply of one penstock sluice gate constructed in conformance with the design drawings and technical specifications, as well as various accessories as described herein and on the drawings.

1.2 RELATED REQUIREMENTS

- .1 None

1.3 REFERENCES

- .1 ASTM International
 - .1 ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
 - .2 ASTM A564 / A564M - Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
 - .3 ASTM F593 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
 - .4 ASTM F594 - Standard Specification for Stainless Steel Nuts.
- .2 Canadian Standards Agency
 - .1 CSA G40.20/G40.21 - General Requirements for Rolled or Welded Structural Quality Steel.
 - .2 CSA W47.1 - Certification of companies for fusion welding of steel.
 - .3 CSA W59 - Welded steel construction (metal arc welding).
 - .4 W178.2-14 - Certification of welding inspectors.
- .3 American Welding Society
 - .1 AWS D1.1 - Structural Welding Code – Steel

1.4 SUBMITTALS

- .1 Provide submittals in accordance with requirements.
 - .1 Shop drawings shall be provided for all fabricated components.
 - .2 The manufacturer, technical data, and part numbers shall be provided for all purchased components.
 - .3 Provide 1 shop drawing per sheet on ANSI D size sheets.
 - .4 Submit 1 electronic copy in PDF format, 1 electronic copy in DWG format and 1 printed copy of shop drawings complete with Bill of Materials indicating manufacturers and part numbers of purchased components.
 - .5 Shop drawings shall be certified by a Professional Engineer.
- .2 Prior to beginning fabrication work, submit to Departmental Representative:
 - .1 Shop drawings and proposed specifications of components.
 - .2 Proof of certification to CSA W47.1 and W59.
 - .3 Mill Certificates for all raw materials to be used in fabrication.
 - .4 Certification of third party CSA W178.2 Level 2 certified welding inspector.
- .3 Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submissions.

- .4 Notify Departmental Representatives in writing at time of submission, identifying deviations from requirements of Contract documents and stating reasons for deviations.
- .5 Departmental Representatives will review shop drawings within 10 business days.
- .6 Make any changes in submissions which Departmental Representative may require consistent with Contract documents and resubmit as directed by Departmental Representative.
- .7 Reviews of shop drawings by the Departmental Representative is for the sole purpose of ascertaining conformance with the requirements.
- .8 Contractor's responsibility for deviations in submission from requirements of Contract documents is not relieved by Departmental Representative's review of submission unless Departmental Representative gives written acceptance of specific deviations.
- .9 Reviews by the Departmental Representative does not mean that the Departmental Representative approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor.
- .10 Reviews by the Departmental Representative shall not relieve the Contractor of responsibility for errors and omissions in the shop drawings or of the responsibility for meeting all requirements of the Contract documents.

1.5 QUALITY ASSURANCE

- .1 All welds shall be inspected or tested by non-destructive means as required by a third party weld inspector engaged by the Contractor. The weld inspector shall be certified in accordance with CSA W178.2 to level 2.
 - .1 100% of fillet welds shall be visually inspected.
 - .2 50% of groove welds and 100% of full penetration welds shall be inspected by ultrasonic or radiographic methods.
 - .3 Submit all weld test results to the Departmental Representative prior to delivery.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 All materials used in construction shall be transported and stored in accordance with the manufacturer's written instructions.
- .2 Completed gate shall be handled in a manner to prevent damage at all times.
- .3 Completed gate shall be shipped in a crate.
 - .1 Crate shall have provisions for lifting by crane.
 - .1 Crate shall have designated sling locations approximately at the ¼ points of its length.
 - .2 Crate shall be self-supporting and structurally stable (ie. No requirement for a spreader bar within the crane rigging) when lifted by 2 slings at angles of 25° or less from vertical.
 - .2 Gate shall be secured against movement within the crate.
 - .3 Gate shall be prepared such that it may be stored outside in the crate in a marine environment for up to 1 year without risk of damage or deterioration.

Part 2 Products

2.1 MATERIAL SPECIFICATIONS

- .1 Gate material shall be in accordance with ASTM A240 Gr. 2205.

- .2 Naval brass wear strips shall be in accordance with ASTM B21 Alloy C46400
- .3 Stainless fasteners for wear strips shall be in accordance with ASTM A193 Gr. 2205.
- .4 Attaching pin and nut shall be one of the following:
 - .1 Machined from material in accordance with ASTM A276 Gr. 2205
 - .2 Cast from material in accordance with ASTM A890 Gr. 2205

Part 3 Execution

3.1 GENERAL

- .1 The new gate will replace an existing cast iron gate of equal dimensions as shown. The new gate shall fit within an existing frame as shown. The new gate shall be fully interchangeable with the existing gate. The attached schematics and drawings represent a general reference design to indicate the preferred configuration of finished components and structures and are to be read in conjunction with the included detailed requirements below.
- .2 Penstock gate manufacture - Gate and associated components shall be manufactured in accordance with the approved shop drawings.

3.2 GATE ASSEMBLY

- .1 Gate Leaf
 - .1 The gate leaf shall be of fabricated stainless steel construction
 - .2 The gate leaf shall include an attachment point at the top of the leaf for connection of the leaf to a link rod above.

3.3 RECORD DRAWINGS

- .1 The contractor shall provide an "As-Built" drawing set, including:
 - .1 A complete "As-Built" shop drawing set, including complete list of materials and fasteners used for all gate components.
 - .2 Drawings shall be submitted in hard copy on ANSI D size sheets.
 - .3 Drawings shall be submitted electronically in PDF and DWG format compatible with AutoCAD 2013.
 - .4 As-Built drawings shall be stamped by a Professional Engineer.
- .2 The Contractor shall supply 2 copies of an Operations and Maintenance Manual, bound in three-ring binders, including:
 - .1 Complete list of all components, manufacturers, part numbers, mill certificates, and sources of materials.
 - .2 One copy of P.Eng-stamped drawings, folded neatly to fit within the binders.
- .3 All Contents of the Operations and Maintenance Manual as well as all drawing files shall be provided electronically on a single CD.

END OF SECTION

ANNEX B - BASIS OF PAYMENT

Remark to Bidder: Annex B will form the Basis of Payment for the resulting contract and should not be filled in at the bid submission stage.

B1. Contract Price

ITEM	DESCRIPTION –	UNIT PRICE
A	Fabricate and deliver steel gate leaf in accordance with the SOW Annex A and relating drawing for a FIRM PRICE of (\$CAD):	\$
B	Preparation and Delivery – Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	\$
C	Contract Price GST/HST Excluded [A+B]: for a FIRM PRICE of (\$CAD):	\$
DELIVERY OFFERED FROM RECEIPT OF ORDER on or before March 31, 2017		

ANNEX C - FINANCIAL EVALUATION SHEET

Bidder's Instructions

The bidder is to enter their pricing in the pricing schedule below.
The bidder should NOT include their terms and conditions with their financial bid submission as it may result in the bid being non-responsive.

C.1 Pricing Schedule

ITEM	DESCRIPTION –	UNIT PRICE
A	Fabricate and deliver steel gate leaf in accordance with the SOW Annex A and relating drawing for a FIRM PRICE of (\$CAD):	\$
B	Preparation and Delivery – Incoterms 2000 "DDP Delivered Duty Paid" to Sidney, British Columbia, Canada. for a FIRM PRICE of (\$CAD):	\$
C	Contract Price GST/HST Excluded [A+B]: for a FIRM PRICE of (\$CAD):	\$

DELIVERY OFFERED FROM RECEIPT OF ORDER on or before March 31, 2017

ANNEX D - TENDER DELIVERABLES

D.1 Mandatory Tender Deliverables Checklist

The following are mandatory with the bid and the Bidder's submission will be evaluated against the requirement as defined herein. The Bidder must be determined to be compliant on each item to be considered responsive.

No	Solicitation Part	Reference	Description	Document provided
1	Front page	Front page	<u>Request for Proposal</u> document part 1 page 1 completed and signed;	<input type="checkbox"/>
2	3	Article 3.1 Section I	Technical Bid Submission	<input type="checkbox"/>
3	3	Article 3.1 Section II, Annex C	Financial Evaluation Sheet, completed	<input type="checkbox"/>
4	5	Articles 5.2.	Welding Certification – Bid	<input type="checkbox"/>
6	6	Articles 6.5.3, Annex D.1.3	Contractor's Representatives, table completed	<input type="checkbox"/>

D.1.2 Integrity Provisions – List of Names

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person

D.1.3 Contractor's Representatives

The bidder is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

D.1.4 Applicable Laws

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

PUBLIC WORKS & GOVERNMENT SERVICES CANADA

PENSTOCK GATE REPLACEMENT - PROJECT NO. R.016116.146

DRAWING LIST

<u>SHEET #</u>	<u>DESCRIPTION</u>
00	COVER SHEET
01	EXISTING LOCATION, PLAN AND DETAILS – FOR REFERENCE
02	PENSTOCK GATE TRACK FRAME ELEVATIONS AND SECTIONS – FOR REFERENCE
03	PENSTOCK GATE – DETAILS AND SECTIONS
04	PENSTOCK GATE ATTACHMENT PIN AND SLEEVE – DETAILS

5		
4		
3		
2	ISSUED FOR TENDER	2016/09/02
1	ISSUED FOR PWA REVIEW	2016/08/19
0	ISSUED FOR I&E REVIEW	2016/08/02
Revision/Description	Issued/Description	Date/Date

**ESQUIMALT
GRAVING DOCK**

825 ADMIRALS ROAD
ESQUIMALT, B.C., V9A 2P1

Project Title/Titre du projet

**PENSTOCK GATE
REPLACEMENT**

Consultant Signature Only

Prepared by/Préparé par
KJ/MGCS/LMW

Drawn by/Dessiné par
BOB/PU

PWSGC Project Manager/Administrateur de Projet: TFSGC
JON SIRKA

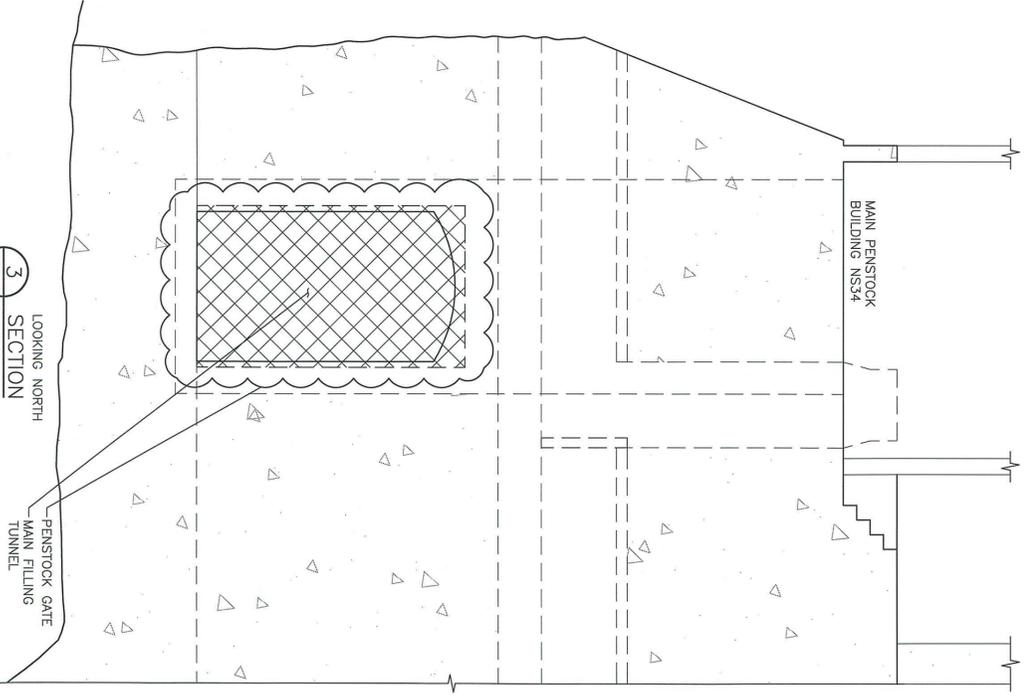
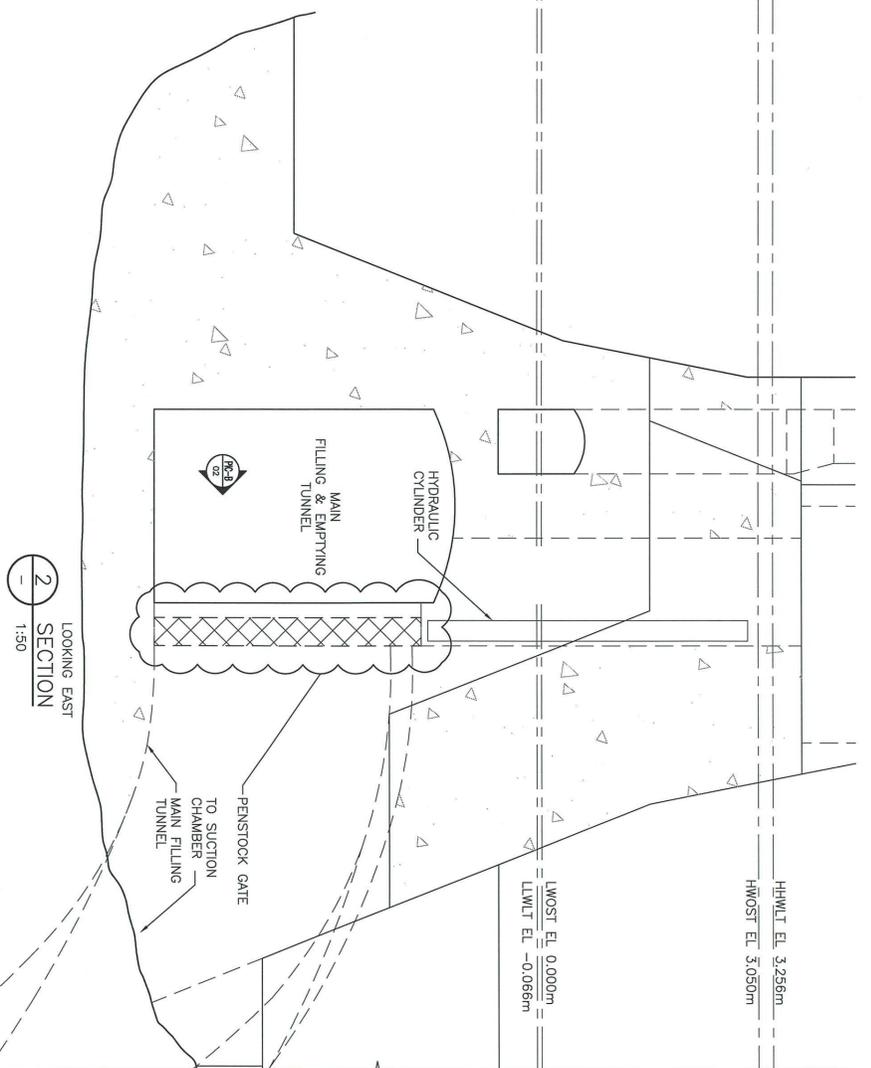
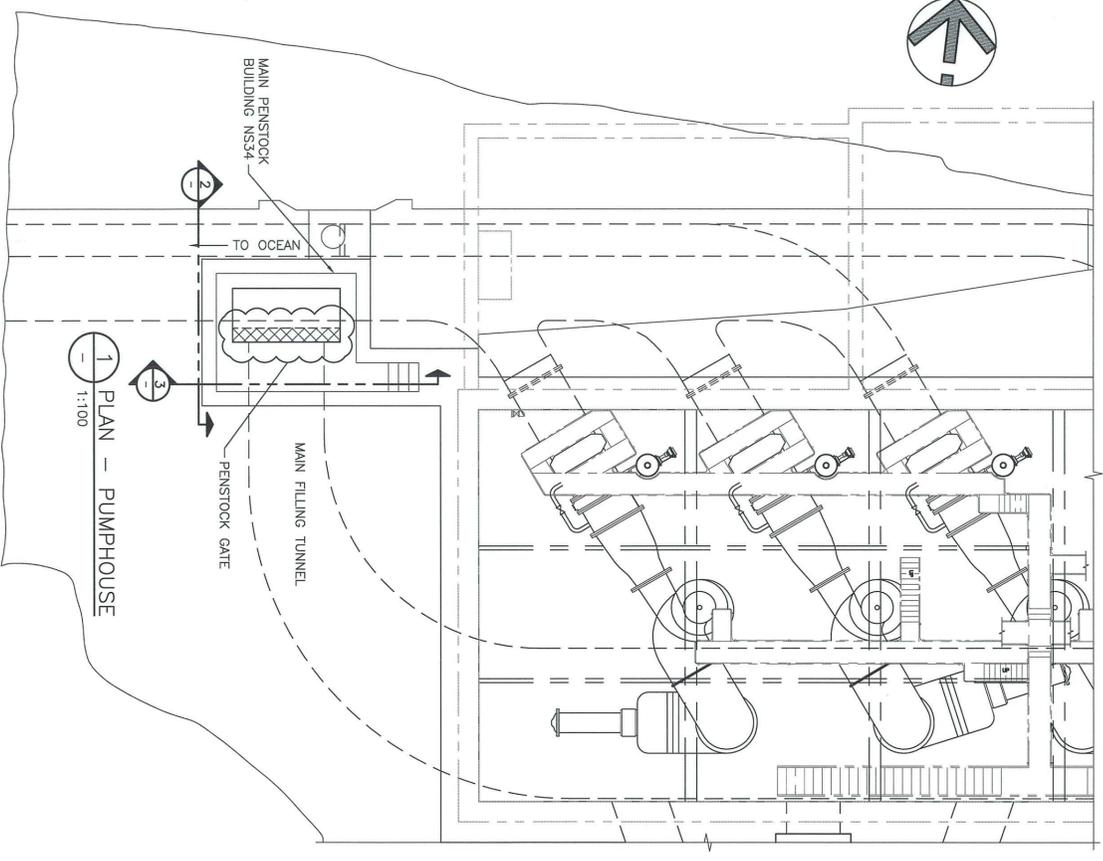
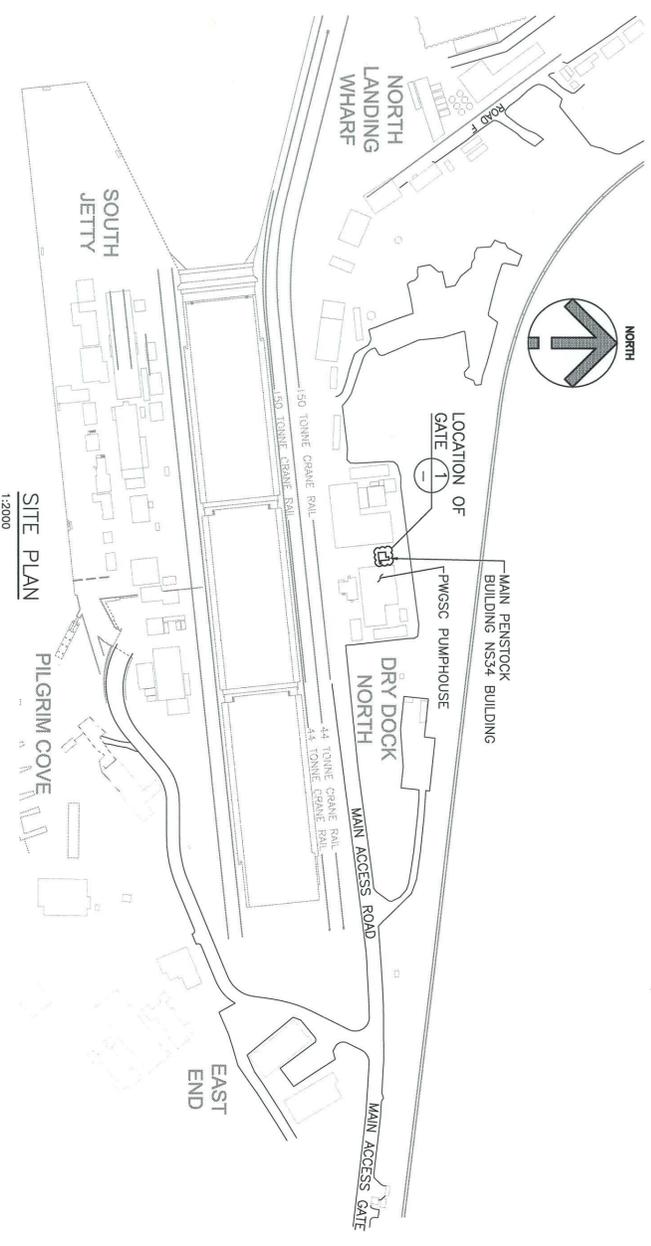
Regional Manager, Architecture and Engineering Services
Directeur régional, Services d'architecture et de génie, TFSGC

Drawing Title/Titre du dessin

COVER SHEET



Project No./No. du projet	Sheet/Feuille	Revision no./no. de révision
R.016116.146	00	2
	OF 04	



TRW50C - A1 - 8/15/2014



Public Works and
Government Services
Canada
Services publics et
Services gouvernementaux
Canada
REAL PROPERTY SERVICES
Pacific Region
SERVICES IMMOBILIERS
Région de Pacifique



HEL JOB #: 3191-004

3		
4		
2	ISSUED FOR TENDER	2010/02/20
1	ISSUED FOR PER REVIEW	2010/08/19
0	ISSUED FOR BAA REVIEW	2010/06/30
	Revision/ Description/Description	Date/Date

ESQUIMALT
GRAVING DOCK

825 ADMIRALS ROAD
ESQUIMALT, B.C., V9A 2P1

PENSTOCK GATE
REPLACEMENT

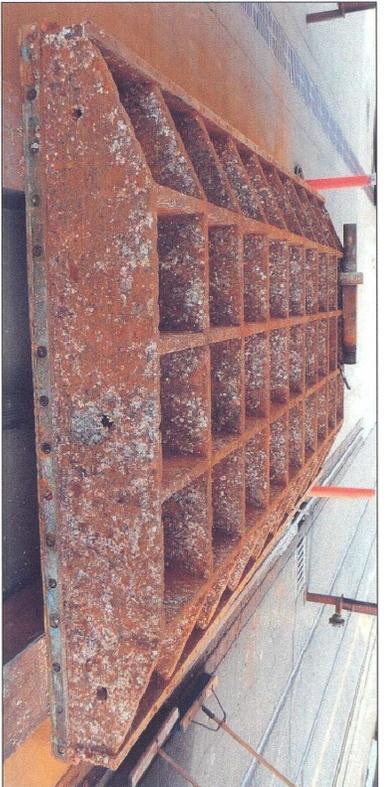
Project title/Titre du projet
Consultant signature Only
Prepared by/Préparé par
KJ/MGCS/TJW
Drawn by/Dessiné par
BOB PU
JON SISKA
Project Manager/Administrateur de Projets TRW50C
PWGSC
Regional Manager/Administrateur de Projets TRW50C
PWGSC
Regional Manager/Administrateur de Projets TRW50C
PWGSC
Regional Manager/Administrateur de Projets TRW50C
PWGSC



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R.016116.146

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01
OF 04
Revision no./
Révision
2

DMSXXXXX




PC-C
 EXISTING GATE REMOVED
 PENNSTOCK GATE & PIN



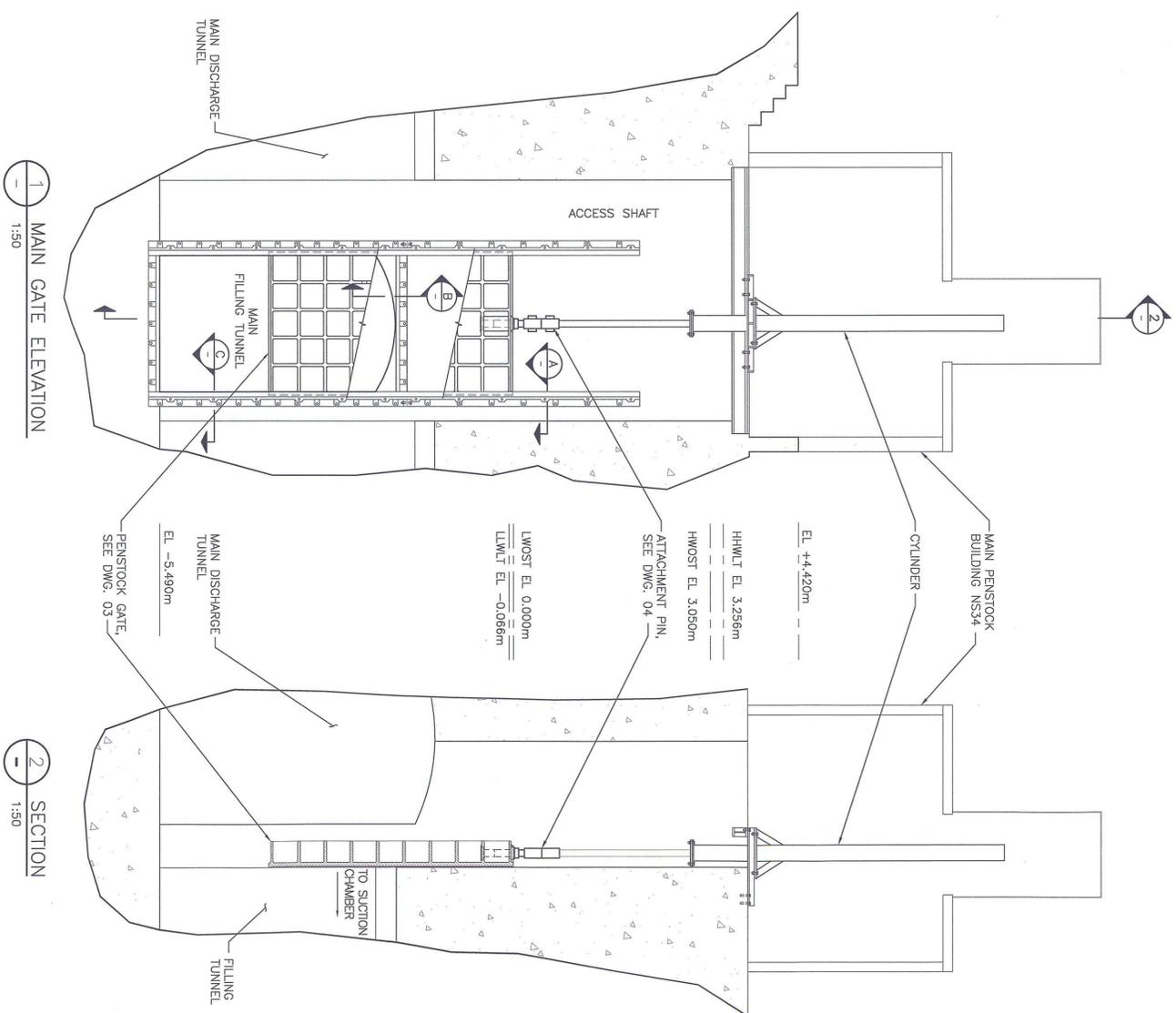
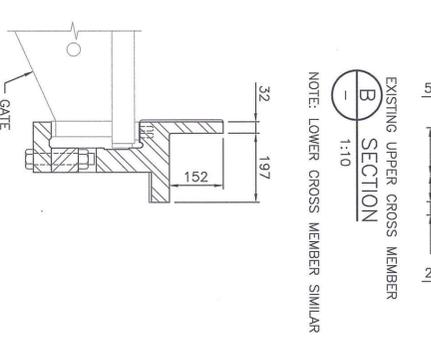
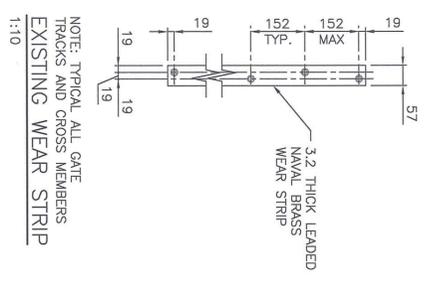

PC-B
 EXISTING GATE IN-SITU
 PENNSTOCK GATE




PC-A
 EXISTING GATE REMOVED
 PENNSTOCK GATE




PC-D
 EXISTING GATE REMOVED
 PENNSTOCK GATE



Revision/Description	Date/Drawn
0	2010/06/09
1	2010/06/19
2	2010/06/19

ESQUIMALT GRAVING DOCK
PENNSTOCK GATE REPLACEMENT
 825 ADMIRALS ROAD
 ESQUIMALT, B.C., V9A 2P1

Client/Client
 Designer/Concept par
 KJ/INCO/THW
 Drawn by/ Dessiné par
 BOB/PU
 Project Manager/Administrateur de projets TRSC
 JON/SRKA
 Drawing Title/Titre du dessin
PENNSTOCK GATE REPLACEMENT
ELEVATIONS AND SECTIONS - FOR REFERENCE

Project No./No. du projet
R.016116.146
 Sheet/Feuille
02
 OF 04
 Revision no./Révision no.
2

1	ISSUED FOR TENDER	20/06/2019
2	ISSUED FOR PERMIT	29/06/2019
3	ISSUED FOR PERMIT	29/06/2019
4	ISSUED FOR PERMIT	29/06/2019
5	ISSUED FOR PERMIT	29/06/2019

**ESQUIMALT
GRAVING DOCK**

825 ADMIRAL'S ROAD
ESQUIMALT, B.C., V9A 2P1

**PENSTOCK MAIN GATE
REPLACEMENT**

Consultant Signature Only
Designed by/Conseillé par
Drawn by/Dessiné par
BOB LUMC
Project Manager/Administrateur de Projets
JON SISKIA

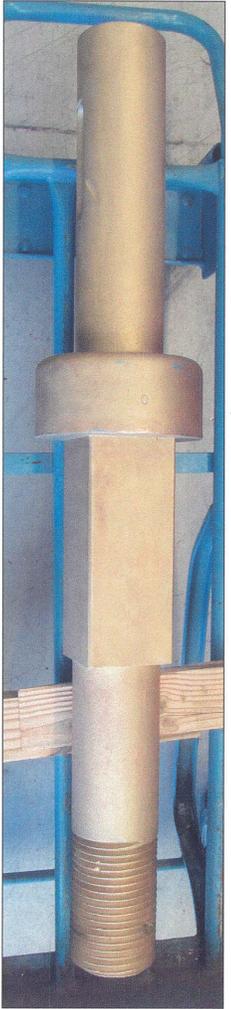
**GATE ATTACHMENT PIN AND
SLEEVE - DETAILS**



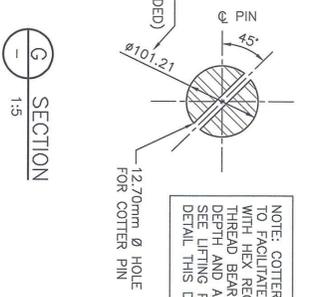
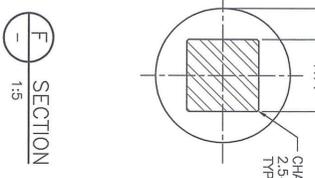
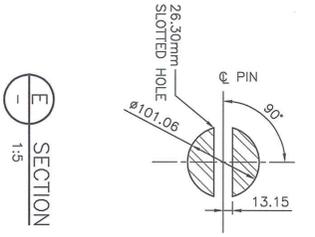
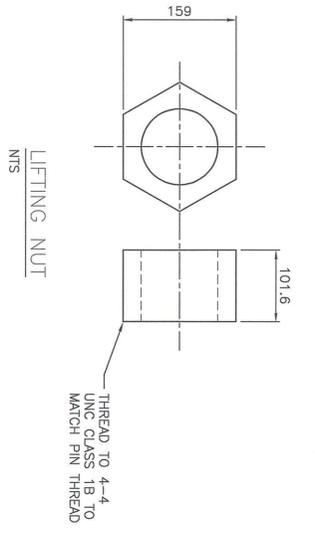
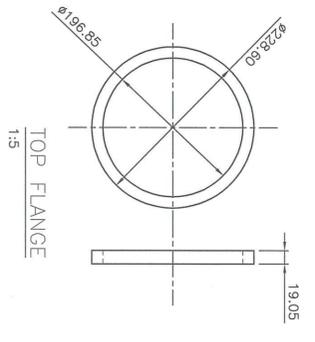
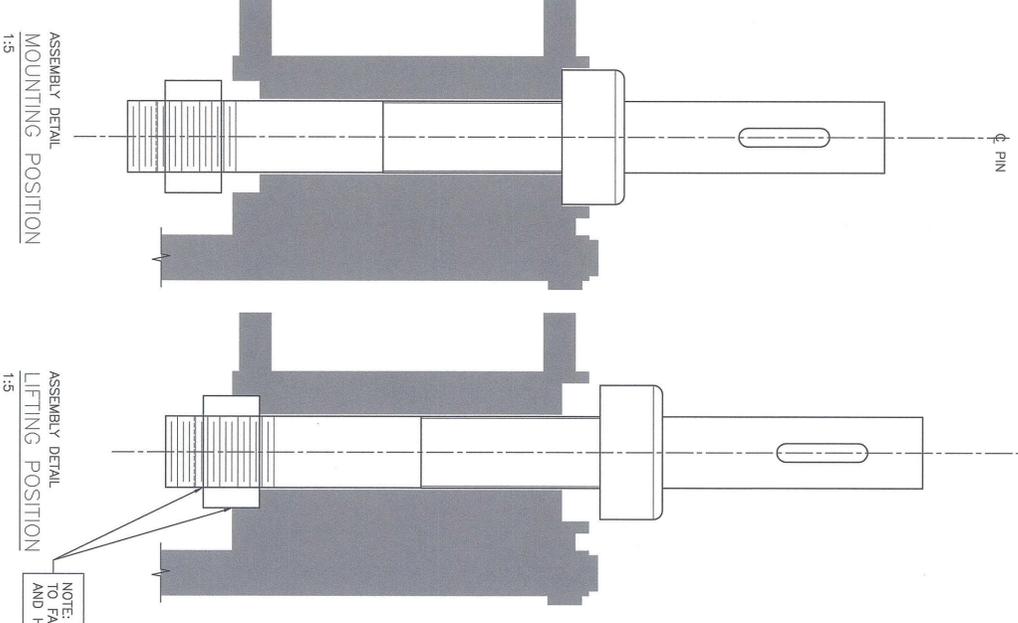
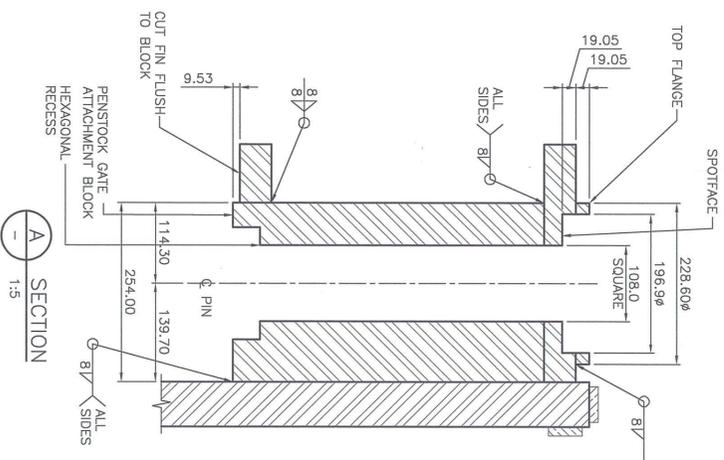
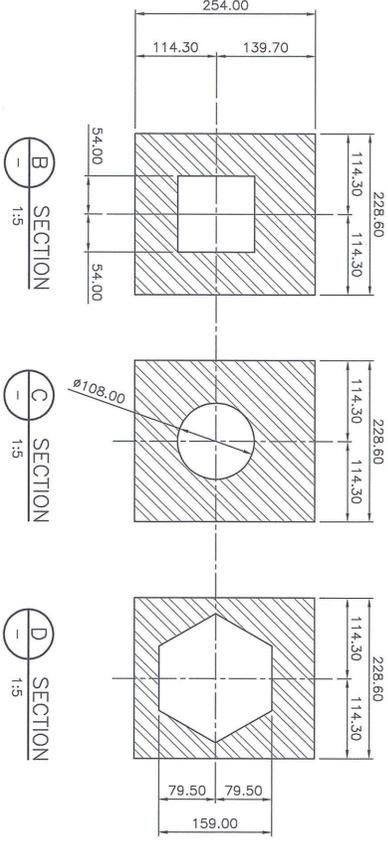
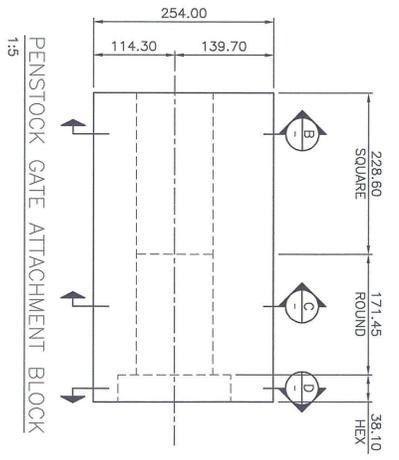
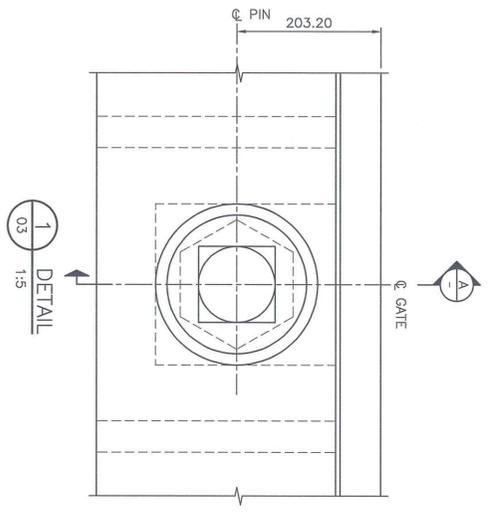
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2



**FIG-A
EXISTING PIN REMOVED
PENSTOCK GATE ATTACHMENT PIN**



NOTE: COTTER PIN TO BE LOCATED TO FACILITATE ALIGNMENT OF NUT WITH THREAD BEARING SURFACES. SEE LIFTING AND ANY OTHER FACTORS. DETAIL THIS DRAWING.

NOTE: PIN TO BE STAINLESS STEEL.

THREAD TO 4-4 UNC CLASS 1B TO MATCH PIN THREAD

1	ISSUED FOR TENDER	20/06/2019
2	ISSUED FOR PERMIT	29/06/2019
3	ISSUED FOR PERMIT	29/06/2019
4	ISSUED FOR PERMIT	29/06/2019
5	ISSUED FOR PERMIT	29/06/2019

**ESQUIMALT
GRAVING DOCK**

825 ADMIRAL'S ROAD
ESQUIMALT, B.C., V9A 2P1

**PENSTOCK MAIN GATE
REPLACEMENT**

Consultant Signature Only
Designed by/Conseillé par
Drawn by/Dessiné par
BOB LUMC
Project Manager/Administrateur de Projets
JON SISKIA

**GATE ATTACHMENT PIN AND
SLEEVE - DETAILS**



Project No./No. du
R016116.146

Sheet/Feuille
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