



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095

**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

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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Log Lifter	
Solicitation No. - N° de l'invitation EQ754-190827/B	Date 2019-02-08
Client Reference No. - N° de référence du client EQ754-190827	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-215-7733	
File No. - N° de dossier TOR-8-41106 (215)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lopez, Maria	Buyer Id - Id de l'acheteur tor215
Telephone No. - N° de téléphone (905) 615-2071 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 11th Floor, 4900 Yonge Street Toronto Ontario M2N6A6 Canada	

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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This bid solicitation cancels and supersedes previous bid solicitation number EQ754-190827/A dated 2019-11-08 with a closing of 2018-12-20 at 2:00pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, Task Authorization Form 572, Task Authorization Usage Report and the Technical Evaluation Criteria.

1.2 Summary

1.2.1 The objective is to remove the existing log lifters from the dams mentioned below, transport them to the contractor's facility, rehabilitate and deliver them to the Trent-Severn Waterways Headquarters (TSW) in Peterborough. The rehabilitation includes, but is not limited to, the redesign and improvements to capability.

Period of Services: The contract period will be for twenty-four (24) months from contract award.

Log Lifters locations

Log lifter Number	Location of Existing Log Lifter	Address (where possible)
1	TSW Headquarters (Peterborough, Ontario);	2155 Ashburnham Drive, Peterborough, ON, K9J 6Z6
2	Dam at Lock 34 (Fenelon Falls, Ontario);	44°32'08.2"N 78°44'17.0"W
3	Dam at Lock 24 (Douro, Ontario);	44°23'26.3"N 78°16'12.8"W
4	Dam at Lock 1 (Trenton, Ontario);	44°07'13.9"N 77°35'20.1"W

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5	Lovesick Lake Dam (Burleigh Falls, Ontario)	44°33'10.2"N 78°14'25.1"W (no road access)
6	Pretty Channel Dam (Big Chute, Ontario)	44°53'45.0"N 79°40'25.4"W (no road access)

7	Dam at Lock 10 (Campbellford, Ontario)	44°16'40.1"N 77°47'47.5"W (no road access)
8	Dam at Lock 23 (Peterborough, Ontario)	44°22'24.6"N 78°17'20.9"W
9	Dam at Lock 25 (Lakefield, Ontario)	44°24'02.7"N 78°15'45.8"W
10	Dam at Lock 13 (Campbellford, Ontario)	44°19'25.6"N 77°46'49.1"W

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.3 There is an optional site visit associated with this requirement. *For additional information see Part 2 – Bidder Instructions.*

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification

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 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.5 EPost Connect Services

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information

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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

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 in the bid solicitation.

2.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

2.5 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.

2.6 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at:

Parks Canada – Trent-Severn
Waterway 2155 Ashburnham Drive
Peterborough,
Ontario K9J 6Z6

On 22 February 2019, the site visit will begin at 11:00 EST, in the designated visitor parking area.

Bidders are requested to communicate with the Contracting Authority to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Bidders must dress according to outdoor weather conditions and wear safety boots, high visibility vests, safety glasses and hardhat as a minimum Personal Protective Equipment (PPE).

2.7 Basis for Canada's Ownership of Intellectual Property

The Parks Canada Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as

set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#); the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
 Section II: Financial Bid
 Section III: Certifications
 Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
 Section II: Financial Bid (1 hard copies)
 Section III: Certifications (1 hard copies)
 Section IV: Additional Information (1 hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly

provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

-
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

Point rated technical evaluation criteria are included in Annex H

4.1.2.1 (2017-07-31) Technical Criteria

The Phased Bid Compliance Process will apply to all technical criteria.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 *SACC Manual* Clause [A0027T](#), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. obtain the required minimum points specified for each criterion for the technical evaluation, and
- c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points

2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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. Unless specified otherwise, 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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File No. - N° du dossier
TOR-8-41106

Buyer ID - Id de l'acheteur
tor215
CCC No./N° CCC - FMS No./N° VME

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture (Annex D).

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

5.2.3.1.1 SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance - Proof of Availability Prior to Contract Award

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 E

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.

6.2 Workers Compensation Certification- 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, within 10 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

1.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

1.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.1.1.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Departmental Representative will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Departmental Representative, within 14 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Departmental Representative has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$100,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

1.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex G. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

1.2 Standard Clauses and Conditions

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

1.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

1.2.2 Supplementary General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

1.3 Security Requirements

1.3.1 There is no security requirement applicable to the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to 24 months inclusive

1.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Maria Lopez

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Acquisition Ontario Region

Address: 33 City Centre Drive, 4th Floor, Suite 480C

Mississauga, Ontario L5B 2N5

Telephone: 905-615-2071

Facsimile: 905-905-2060

E-mail address: maria.lopez@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.

1.5.2 Departmental Representative

The Departmental Representative for the Contract is: *(to be inserted at contract award)*

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EQ754-190827

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File No. - N° du dossier
TOR-8-41106

Buyer ID - Id de l'acheteur
tor215
CCC No./N° CCC - FMS No./N° VME

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _-_-_-
Facsimile: _-_-
E-mail address: _____

The Departmental Representative 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 Project Authority; however, the Project 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.

1.5.3 Contractor's Representative (to be filled out by Bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _-_-_-
Facsimile: _-_-
E-mail address: _____

1.6 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 this 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 Secretariat of Canada.

1.7 Payment

1.7.1 Basis of Payment – Firm

For the Work described in Annex B Table A.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _ _ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

1.7.2 Basis of Payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

1.7.3 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

1.7.4 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ *(insert the amount at contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.7.5 Method of Payment – Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 10 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;

- c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

1.7.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

1.7.7 Discretionary Audit

SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

1.7.8 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

1.8 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;
 - d. expenditures plus pro-rated profit or fee;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Departmental Representative identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Departmental Representative will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed.

1.9 Certifications and Additional Information

1.9.1 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.

1.9.2 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.

1.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

1.11 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 supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex E, Insurance Requirements;
- (g) Annex F, Task Authorization Form;
- (h) the signed Task Authorizations (including all of its annexes, if any) ;
- (i) the Contractor's bid dated ____ , (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

1.12 Foreign Nationals

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

1.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

1.13.1 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

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ANNEX A

Statement of Work (SOW)

Log Lifter Rehabilitation Parks Canada Agency Trent-Severn Waterway - National Historic Site of Canada

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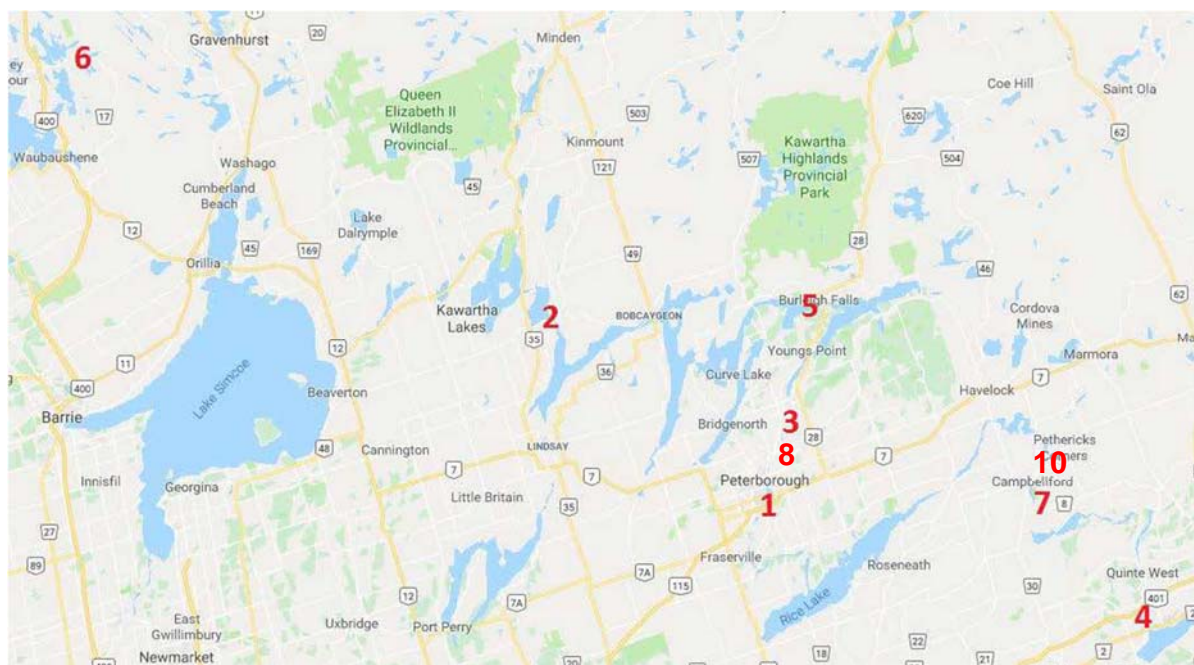
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1 SCOPE

1.1 Purpose

1. This Technical Statement of Requirements defines the work and the technical performance requirements for the rehabilitation of ten (10) log lifters on the Trent-Severn Waterway, Parks Canada, in Ontario.
2. As the dams do not have street addresses, GPS coordinates have been provided. The subject log lifters are located at the following locations:

Loglifter Number	Location of Existing Log Lifter	Address (where possible)
1	TSW Headquarters (Peterborough, Ontario);	2155 Ashburnham Drive, Peterborough, ON, K9J 6Z6
2	Dam at Lock 34 (Fenelon Falls, Ontario);	44°32'08.2"N 78°44'17.0"W
3	Dam at Lock 24 (Douro, Ontario);	44°23'26.3"N 78°16'12.8"W
4	Dam at Lock 1 (Trenton, Ontario);	44°07'13.9"N 77°35'20.1"W
5	Lovesick Lake Dam (Burleigh Falls, Ontario)	44°33'10.2"N 78°14'25.1"W (no road access)
6	Pretty Channel Dam (Big Chute, Ontario)	44°53'45.0"N 79°40'25.4"W (no road access)
7	Dam at Lock 10 (Campbellford, Ontario)	44°16'40.1"N 77°47'47.5"W (no road access)
8	Dam at Lock 23 (Peterborough, Ontario)	44°22'24.6"N 78°17'20.9"W
9	Dam at Lock 25 (Lakefield, Ontario)	44°24'02.7"N 78°15'45.8"W
10	Dam at Lock 13 (Campbellford, Ontario)	44°19'25.6"N 77°46'49.1"W



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1.2 Background

1. The Trent-Severn Waterway runs from Trenton on Lake Ontario to Port Severn on Georgian Bay in Ontario. Built in stages between 1833 and 1920, it was originally used for commercial shipping but since the construction of the Welland Canal in 1932 it has been used for recreational purposes only.
2. The Waterway is 386 km long and contains 36 conventional locks, two sets of flight locks, two hydraulic lift locks, one marine railway, and 102 operable dams; 18 of these dams are currently operated with log lifters to raise and lower wooden stoplogs in control dam sluices.
3. All sites are open to the public and can be accessed at any time for viewing.

1.3 Project Objective

1. The objective is to remove the existing loglifters from the dams mentioned above, transport them to the contractor's facility, rehabilitate and deliver them to the Trent-Severn Waterways Headquarters in Peterborough.

2 EXISTING LOG LIFTERS AND DAMS

2.1 Information on Existing Loglifters

1. The functions of the existing log lifters are:
 - a. Removing stoplogs from sluices and stacking them on dam deck;
 - b. Retrieving stoplogs from stacked position and placing them in sluices, jacking-down each stoplog into position against stoplog below in order to minimize leakage between stoplogs; and,
 - c. Moving stoplogs between sluices along dam deck.

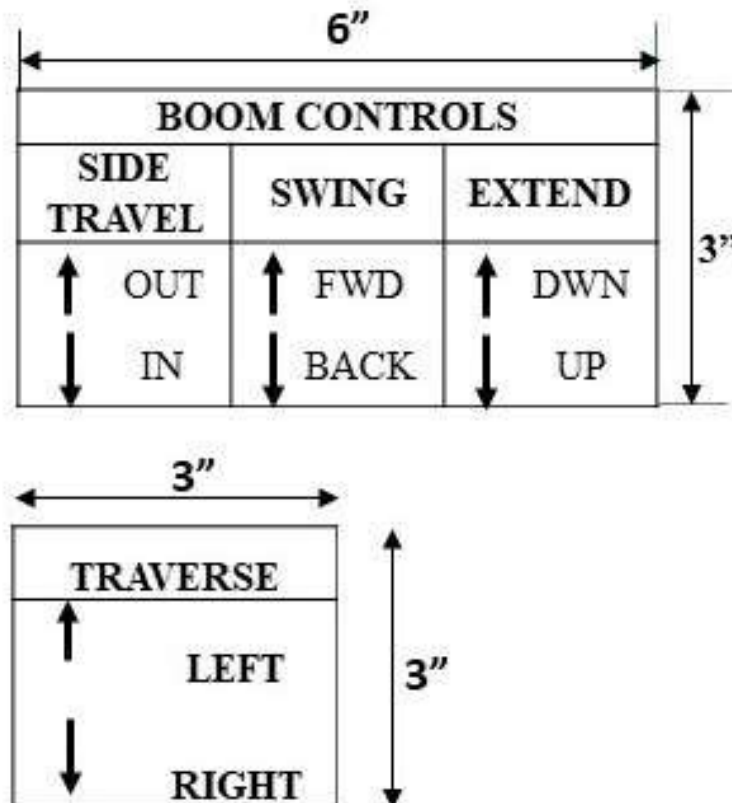
2.1.1 Data on Existing Log lifters

1. **Engines** - Wisconsin VH4D Four Cylinder Engine 30 HP @ 2800RPM
2. **Battery** - 12V "dual duty" starter battery
3. **Weight** – loglifter weighs approximately 18,000 lbs
4. **Engine control** - Current log lifters use Hydro-Throttle Control "Series 90" by Muncie Power Products, driven by pump discharge line in hydraulic system.
5. **Hydraulic pump** - Volvo Flygmotr Series F11-C19 delivering 7.5 gpm @ 3000 PSI
6. **Hydraulic oil** - Esso Unavis N-22. Alternative: Gulf HVI 43.

7. **Traversing motor (X-axis motion)** - Some models: Char-Lynn foot mounted Type H (high torque low speed) hydraulic motor 101-1024-007-123-1007. Other models: Char-Lynn Type CP hydraulic motor. Displacement: 19 cm³/rev. Max continuous pressure 250 kg/cm², peak pressure 320 kg/cm². Max continuous operating speed: 4000 rpm. 34 HP max continuous power.
8. **Hydraulic circuits**
 - a. Chassis Traversing: Circuit relief set at 1200 PSI (varies).
 - b. Trunnion Traversing: Circuit relief set at 800 to 1200 PSI (varies).
 - c. Luffing: Circuit relief set at 300 to 500 PSI (varies).
 - d. Hoisting Up (booms): Full system pressure
 - e. Hoisting Down (booms): Circuit relief set at 1000 to 1500 PSI (varies).
9. **Widths** - The current log lifters use different bolt adjustments to enable them to operate at dams with sluice widths of either 22 feet or 27 feet to the back of the gain. Pier to pier clear span is 20 feet to 25 feet respectively.

2.1.2 Existing Operator Controls Layout

Figure 2: Existing Control Layout. NOTE: emergency stop button not shown in this drawing



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2.1.3 Photos of Existing Log Lifters

Figure 3: Upstream and Downstream Photos (Loglifter Number 1)

Note: this log lifter has been dismantled and is missing its hydraulics, booms, and engine.



Figure 4: Upstream and Downstream Photos (Loglifter Number 2)



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Figure 6: Upstream and Downstream Photos (Loglifter Number 4)



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Figure 8: Upstream and Downstream Photos (Loglifter Number 6)



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Figure 10: Upstream and Downstream Photos (Loglifter Number 8)



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Figure 11: Upstream and Downstream Photos (Loglifter Number 9)



Figure 12: Upstream and Downstream Photos (Loglifter Number 10)



2.1.4 Existing Emergency Controls

1. E-stop at operator's controls (several log lifters are missing this control).

2.1.5 Frequency of Use of Existing Log lifters (Duty)

1. Current duty is generally short (operating for 15 to 30 minutes continuously), but during freshet operation may be continuous for up to 4 hours for a few days in a row (although this is rare).
2. Motion along dam deck (X-axis direction) will be inching or jogging about 50% of the time to allow for exact positioning over a sluice.
3. Log lifters will also see extended periods of idle time, both summer and winter, when no operations are required for up to 20 weeks at a time.

2.1.6 Special Time of Year Requirements

1. In the winter, open flame (tiger torches) are used to de-ice log lifters before use.

3 GENERAL REQUIREMENTS

3.1 Contractor Responsibility

3.1.1 General Responsibility

- a. Appoint a Project Manager responsible for Work, including coordination with subcontractors, and to be main point of contact with Canada.
- b. Visit the dam sites and take measurements of approaches, deck, sluice openings, crane rail, and all other measurements required for design and delivery, including measuring the speed of motions of existing log lifters. During this process the maximum load experience during stoplog removals must be recorded.
- c. Design and rehabilitate the log lifters. Design and fabrication must be certified by Professional Engineer(s) licensed to practice in the province of fabrication and in Ontario. This Professional Engineer must be available for site visits from Departmental Representative to fabrication shop during fabrication period and to witness the dry commissioning prior to shipping.
- d. Procure all materials, supplies, suppliers, or subcontractors for the complete rehabilitation of the loglifters providing three (3) quotes for the Departmental Representative's authorization. The quotes must contain a breakdown including labour, materials, and mark-up.
- e. Should the Contractor choose to self-perform any work, they must provide a quotation using the hourly bid rates. This quotation will be compare to two other external quotes received by the Contractor and the task authorization will be granted for the lowest quote.
- f. All structural components, assemblies, engine(s) or engine parts, and all finishing items required to complete the rehabilitation are to be purchased as per options analysis and design approved by the Departmental Representative.
- g. Following delivery, assembly must be certified by a licensed Professional Engineer.

- h. Provide a 5-hour training session in English to Parks Canada staff on rehabilitated log lifters in Peterborough at the Trent-Severn Waterway Headquarters.
- i. Workers' Compensation - Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder. At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.
- j. Errors and omissions - The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.
- k. Construction safety - The Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property. Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.
- l. Precautions Against Damage, Infringement of Rights, Fire and Other Hazards - The Contractor shall do whatever is necessary to ensure that:
 - a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
 - b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
 - c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
 - d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
 - e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
 - f) adequate sanitation measures are taken in respect of the Work and its site; and

- g) all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.
- m. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

3.1.2 Project Management

- a. The Contractor shall prepare and deliver Project Schedule, a Risk Management Plan, a Quality Control Plan, and Commissioning Plan that describe how they intend to fulfil the requirements of the project.
 - i. Project Schedule must incorporate a Work Breakdown Structure and be provided within one month of contract award.
 - ii. Risk Management Plan must describe how risks will be identified and mitigated during all project stages. Provided within one month of contract award.
 - iii. Quality Control Plan must be provided within one month of contract award and must encompass rehabilitation, design, fabrication, and delivery stages of the work. The Contractor must describe Quality Control Testing to be done during fabrication and must submit results of these tests proving achievement of acceptance criteria.
Contractor is responsible for quality control which must include, but is not limited to, coordinating work of suppliers and subcontractors, fabrication quality control procedures, and factory acceptance tests, along with acceptance criteria for each test. The Departmental Representative may elect to make some checks and 3rd party tests for quality assurance purposes on a random sampling basis. Contractor must provide access to Work wherever it is located and cooperate in this process whenever it occurs.
 - iv. Commissioning Plan must be completed in order to ensure the full functionality of the log lifter. Dry commissioning shall be carried out by the contractor in a facility of their choosing, not on Parks Canada land. The log lifter must also be fully tested by removing and installing a full spillway. A mock dam must be constructed by the contractor, containing 12 stoplogs, 26'9" in length stacked on top of each other.
- b. The Contractor shall make Monthly Progress Reports on the work and shall hold Monthly Progress Teleconferences on dates agreed-to with Departmental Representative. The Contractor shall be responsible for preparing the meeting agendas and writing meeting minutes. The meetings must be attended by the entire project team including Project Manager and design engineers.

3.1.3 Engineering Program

- a. The Contractor shall implement an Engineering Program to ensure that log lifters conform to the project requirements.

It will be necessary for the Contractor to undertake equipment conditions review and assessment in collaboration with the Departmental Representative in order to fully define equipment conditions and establish the extent and nature of the repair and overhaul program including implementation strategies.

- b. The Contractor shall, in collaboration with the Departmental Representative, conduct Options Analysis including conditions assessment and determine whether machine component(s) should undergo either rehabilitation or replacement.

For machine components recommended for replacement, at least three (3) options shall be presented to the Departmental Representative, including costs and specifications, for review and approval.

- c. Upon approval of the most desirable options, the Contractor will proceed to the 66% Design. The 66% Design package shall also include an Estimated Cost, and upon approval by the Departmental Representative, shall be developed to 99%. The 99% Design package, with final estimates must be submitted for final review and approval by the DR and shall be approved, and upon review comments and approval, the 99% Design shall be revised and submitted as the Issued for Construction (IFC) version and Issued for Tender (IFT), ready for implementation.

- d. The Contractor shall furnish all Design Drawings (AutoCAD format) showing overall size of log lifters in their as-built showing and the machine's full range of motion. Purpose of these drawings are so that, when moving a log lifter to a new dam, Parks Canada may check for interference between log lifter and railings and other appurtenances on a new dam so that modifications to the dam can be made to avoid collisions.

3.2 Removal, Transportation and Delivery

3.2.1 General Requirements for Removal Works at Dam Site

The repair and overhaul shall not be carried out on site. For safety and environmental protection reasons, the successful bidder will be expected to have its own warehousing facilities where the machine is to be stored and rehabilitated.

1. Protect surrounding private and public property from damage during performance of Work. Repair, restore, or replace at no cost to Crown all damage to surroundings due to Work.
2. During delivery of log lifter, regulate road traffic around crane, float and support vehicles in accordance with *Manual of Uniform Traffic Control Devices for Canada*.
3. Health and Safety Plan - Be responsible for health & safety of employees and subcontractors working at dam site. Provide all necessary safety training and personnel protective equipment as required to undertake the Work. The Health and Safety Plan must be applicable to all persons entering the defined work area including federal staff and authorized visitors and shall be administered and enforced by the Contractor. The Health and Safety Plan must be in accordance with Ministry of Labour (MOL) standards.

4. Environmental Protection Plan – The Contractor must prepare a detailed Environmental Protection Plan compliant with federal, provincial and municipal Acts, Regulations, Bylaws and Guidelines prior to undertaking any construction work. The Plan must be applicable to all work areas and all persons entering the defined work area and will be administered and enforced by the Contractor. Equipment to be used for Work on site are to be of good condition and equipped with oil spill protection in accordance with Ministry of Environment and Climate Change (MOECC) standards.

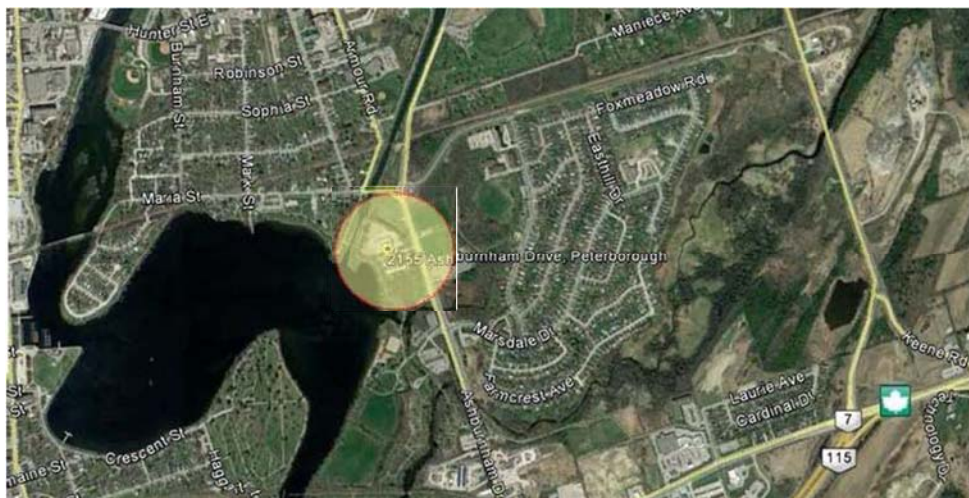
3.2.2 Dis-assembly, Removals and Re-locations

1. A Removal and Delivery Method Plan detailing all the removal, transportations and delivery is required prior to any removal works or mobilization of equipment to site.
2. The removal methodology must include the type and size of the crane and float to be used during the removal and transport operations, including manufacturer's specifications on the equipment used. It must account for unique access complexities and shall include Hazard Identification and Risks Assessment. Provide a copy of this plan to the Departmental Representative prior to starting any work on site.
3. Contractor's plan must show proposed method of blocking and protection of existing log lifters during their transportation to prevent damages during shipping to contractor's facility.
4. The Contractor must remove and reinstall the cable booms at the dams, if required to access the dams from the water.
5. The following images indicate possible access routes to the sites. The Contractor is ultimately responsible in developing a plan for access, safe removal of the log lifters and egress from site. The Contractor must investigate the site and satisfy themselves to the accuracy and safe accessibility of these routes and propose means and methods to carry out these tasks and use other access and egress where they deem necessary.

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**Note: Wooden fence no longer exists. Approximate distance from the crane boom to centre of the log lifter is 20m*

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**Note: Approximate distance from the crane boom to centre of the log lifter is 35m*

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**Note: Approximate distance from the crane boom to centre of the log lifter is 35m*

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**Note: The nearest boat launch as shown on the Google image above is at the downstream side of the dam. Assess the site for suitability of using a work/tug boat and barge in this location; from downstream to upstream and back, after the removal of the loglifter.*

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**Note: There is a boat launch area South of the dam near Lavis Lane and Upper Big Chute Road. The safety boom may be removed to get the crane and barge as close as possible for the removal of the loglifter, but shall be put back to its existing condition once the removal work is completed.*

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**Note: There is a boat launch area South of the dam, end of 4 Line E and position the crane and barge to the dock wall at East end of the dam. As an alternative, the Contractor may look at using a high load capacity crawler crane accessing 4th Line East, at West end of the dam.*

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Figure 22: Location of Loglifter Number 10



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6. The following Loglifters 5, 6 and 7 are not accessible by road. The contractor may opt to use a work boat, barge and crane to remove loglifters in these locations. The Contractor must assess the site and submit a detailed work plan for this method of removal including safe access to the water course and proposed positioning of crane and barge. It is best to carry out this removal work during the months of June, July or August. The Contractor must plan their work as per the dam operations and navigation conditions to suit implementation of the loglifter removal work.

7. All works on navigable water, including transportation to and from the dam location, must be in accordance with any applicable statutory laws and regulations, Occupational Health and Safety Act, and including prior approvals of authorities having jurisdiction.
8. The images shown below indicate possible access; however, the Contractor is ultimately responsible in developing a plan for access, removal of the loglifters and egress from the site. The Contractor must investigate the site and satisfy themselves to the accuracy and safe accessibility of these routes and propose means and methods to carry out these tasks and use other access and egress where they deem necessary.
9. Following the rehabilitation and commissioning, protect the equipment during transportation to the Trent-Severn Waterway Headquarters in Peterborough, Ontario. Repair or replace all parts damaged in transit at no additional cost.

3.2.3 Assembly

1. Provide services of Factory Authorized Representative (FAR) to supervise field assembly and Field Acceptance Tests.
2. Upon successful completion of Field Acceptance Tests, provide Certificate signed by Professional Engineer licensed to practice in Ontario that log lifter conforms to Section 51 of *O. Reg. 851 Industrial Establishments*. Submit this and all results of Field Acceptance Tests.

3.2.4 Operation & Maintenance Manuals

1. **Description**
 - a. Intended audience for this document are dam operators and Parks Canada internal maintenance staff.
 - b. The Operation and Maintenance manuals must include;
 - i. Description of the overall log lifter
 - ii. Description of all safety related aspects
 - iii. Description of how to operate the log lifter
 - iv. Outline of the lift points and locations, include weight of subassemblies
 - v. Description of all controls and functions
 - vi. As-built drawings of the log lifter including all components, including sizes of components and brand information/part numbers
 - vii. Operation and Maintenance manuals of all subassemblies
 - viii. Maintenance schedule and description of all maintenance activities and inspections
 - ix. Provide a table of all relief pressure settings and flow setting for each hydraulic control
2. Submit equipment component cutsheets from manufacturer and manufacturers' warranties/ guarantees.
3. Review and Acceptance Criteria - Manual must be complete in all its parts, organized appropriately to serve its purposes, correct in matters of fact and documentation, and

edited for proper English grammar and basic uniformities of style and usage. The Departmental Representative will require revision of unclear wording or poor grammar.

3.2.5 Training

1. Provide minimum 5-hour formal training sessions during working hours after commissioning is complete. Training must cover all procedures that dam operators would be expected to do themselves, as listed and described in the Operating & Maintenance Manual as well as “things to look for” that could potentially indicate deeper problems and for which specialists would need to be called in.
2. The Contractor shall submit a Training Plan describing curriculum and shall execute training on site as described in approved Training Plan.
3. Trainees will be Parks Canada dam operators and maintenance staff, all of whom are English-speaking. Departmental Representative will provide names of trainees 3 weeks before delivery date.
4. The training must be undertaken following the delivery and assembly of the log lifters in Peterborough.

3.2.6 Drawings and Specifications

1. All design drawings and specifications will be part of the close-out documentation.
2. Design drawings will be provided in digital (AutoCAD) and hard copy.
3. Specifications will be provided in hard (2 copies) and soft copy (Microsoft Word and National Master Specification format).

4 LOG LIFTER REHABILITATION - TECHNICAL REQUIREMENTS

4.1 General

1. Conform to all federal and provincial statutory requirements for safety of lifting apparatus and material handling devices.
2. Conform to Canadian and international standards and best practices for lifting apparatus and material handling devices.
3. Design and details of log lifter must incorporate resistance to vandalism severe enough to make log lifter inoperable. For example, contain padlocks within a protective sleeve to render them immune to hammer blows. Note that most Parks Canada dams have decks that are fully accessible to the public.
4. The following components are to be recycled according to local legislation:
 - a) all electrical wiring
 - b) flex hoses
 - c) steel lines
 - d) solar panel/lights

- e) hydraulic reservoir
- f) fuel tank
- g) drive chains

4.2 Coordinate System

1. In this document, the following coordinate system will be used to define movements:
 - a. Left and Right are taken with observer looking upstream.
 - b. X-Axis refers to movement left and right with positive to the right.
 - c. Y-Axis refers to movement upstream and downstream with positive towards upstream.
 - d. Z-Axis refers to movement vertically up and down with positive upwards.

4.3 Technical Requirements

1. **Overall Weight Limit** - Keep track of weight by sub-assembly and component as these are designed or selected to refine weight estimate at Options Analysis phase. Monitor actual weights as log lifter is fabricated and submit these as part of the quality control submittals through to the commissioning phase. The rehabilitated log lifter must weigh no more than 18,000 lbs. to suit capacity of historic dam decks.
2. **Maintainability**
 - a. Ensure that there is suitable access to all mechanical, electric, and other equipment components for future repairs, maintenance and replacement. All components that dam operators will be required to service must be accessible from dam deck or at Operator's pulpit. Provide a separate lock out system to control access for repairs and adjustments, which must not be accessible by operator.
 - b. All surfaces to be accessible for inspection and maintenance.
3. **Portability** - Provide lifting lugs for lifting whole log lifter and for large subassemblies or components separately. Mark centre of gravity on major subassemblies; specifically, the booms and chassis assembly. The center of gravity must be delineated by welding a crosshair into the relevant member.
4. **Stability** - Log lifter must be stable under load even under wind earthquake and self-uplift (lifting itself on rams whilst jacking a log down). Use a minimum Factor of Safety of 2.0 for overturning in worst load combination. Provide outriggers for stability as required to guard against overturning during stoplog handling.
5. **Paint** – Epoxy paint must be used as a base coat and finished with urethane. Machine grey paint finish with a service life of 15 years with annual power washing and scheduled touch-ups.
6. **Safety** - Provide an inherently safe design to protect operators from safety hazards such as entanglement in moving parts, crushing, instability of the log lifter, excessive noise, excessive vibrations, etc. to the levels specified in legislation, regulation, and best practices in Ontario, specifically the Canada Labour Code Part II.

4.4 Materials and Components

1. Select materials for corrosion resistance, stiffness, and strength requirements.
2. Any reused components must be completely remanufactured to meet Original Equipment Manufacturer specifications and meet service life requirements as defined in "Design Working Life".
3. All metal work must be sandblasted and inspected for cracks, fatigue, deformation and wear.
4. All material, equipment, components must be new or completely remanufactured.

4.5 Design Working Life

1. **Prime mover and power transmission system** - 15 years with all scheduled servicing and lubrication performed.
2. **Chassis, trunnion and booms** - 50 years with scheduled Maintenance.

4.6 Design Criteria

4.6.1 Lifting Capacity

1. Lifting capacity must meet the maximum load of a fully saturated stop log. Load cases for analyses must include, but not limited to; the lifting a stop log from the bottom of the sluice and also when lifting a stop log that is "welded" to the dam deck with a bead of weld with a "throat" of 6mm.

4.6.2 Environmental requirements

1. The log lifters must function under these environmental conditions:

Table 1: Environmental Requirements

Environmental Condition	Requirements	Standard (reference) and Comments
Storage Temperature	All components -40°C to +50 °C	Equipment must start and be fully operational in no more than 30 minutes following a 14-day shutdown at extreme low temperature.
Operating Temperature	-30°C to + 30 °C Continuous	
Ice	Up to 2 inches thick on rams	
Wind	As per Supplement to National Building Code.	
Coating System	Roadway salt spray equivalent to a "marine service" environment. Coating must be resistant to steam and to open flame (tiger torch) as these are used for de-icing in winter.	

4.6.3 Other requirements

1. The log lifters must comply with the following:

Table 2: Other requirements

Item	Standard
Guarding and safeguarding	Canadian Standards Association Z432-04 Safeguarding

	of Machinery
Water ingress (Watertight)	<ul style="list-style-type: none"> •Ingress Protection 68 for items on head of rams that will see service under water •Ingress Protection 67 for all other items except where noted
Exhaust noise	Canada Labour Code Part II
Water ingress - electronic enclosures	Ingress Protection 67

4.7 Structural System

4.7.1 Rails on Dam Decks

1. These rails are the foundation of the log lifter as the log lifter will operate on two rails. Parks Canada is proposing that the existing rails on the dams be replaced with American Society of Civil Engineers (ASCE) 40 pound rails. In the event that the proposed rail section is not suitable to support the loads of the rehabilitated log lifter, new rails are to be selected through the design process to accommodate all loadings from the log lifter and to be compatible with the hydraulic clamping system. The Contractor is not responsible for the rail purchase or installation.
2. The rails need to have a fastening system designed for future installation by Parks Canada. This fastening system must be able to implement on the existing dam decks. Further, minor concrete repairs may be warranted to support the fastening system, designed to propose a typically detail of how to undertake minor concrete in the future. Design and provide the construction documents to remove the existing rails and replace them along with the enhanced fasteners. One typical design is required to account for all sites.
3. The spacing of the rails must be designed to be consistent with the existing rails. As such they must be 33.5 inches (851 mm) centre to centre.

4.7.2 Chassis

1. To avoid inducing bending and shear forces on dam deck, locate wheels over piers when log lifter is in position to handle stoplogs.
2. At each end of log lifter, provide two (2) axles with two (2) wheels each (four axles total with 8 wheels total). Replace any casters with fixed axle assemblies. The axles must be positioned to ensure all downward forces exerted by the log lifter during operation are transferred to the piers and not to the deck of the dam.
3. Each end of the chassis must be equipped with an easily accessible grease manifold that provides lubrication to all pins, sheaves, pivots and friction surfaces.
4. Provide safety stoppers on underside of chassis to limit drop of gantry to 25mm or less in case of failure of wheel or axle. These may double as jacking points, if this is convenient.
5. The manual tie-downs will be removed and replaced with four (4) hydraulic clamps to secure the log lifter to the crane rails.
6. Provide an alignment system for locating the log lifter over the center of the spillway. This system must be visible from the hut so that operators can align the log lifter while operating the controls.

7. Provide engineered lift points installed at the center of mass of the unit. The center of mass must be delineated by welding a crosshair into the relevant member.

4.7.3 Booms

1. Capable of applying vertical force upwards to pull stoplogs out of sluice (15000 lbs per boom minimum).
2. Capable of applying vertical force downwards to press stoplogs into sluice (15000 lbs per boom minimum).
3. Two (2) lifting loops welded to the booms to support ease of removal from the log lifter chassis.
4. New booms must not have ladder rungs.
5. Ensure hydraulic fittings are easily accessible but protected from vandalism and vermin with hatches.
6. Compacting heads and hooks to suit existing D-ring style lifting loops on stoplogs.
7. The internal and intermediate boom sections along with the compactor foot will be hot dip galvanized
8. Minimize boom/trunnion deflection to ensure the lifting hooks can engage the D-rings under a full flow of water.
9. Each boom must be equipped with an easily accessible grease manifold that provides lubrication to all pins, sheaves, pivots and friction surfaces on the boom and associated trunnion.
10. The boom height must be increased to accommodate the tonging beam during retrieval of logs to allow 150 mm clearance between the top of the rails and bottom of logs.
11. The log lifter must store stoplogs on the deck of the dam four stoplogs high and four stoplogs wide and in same location as existing log lifters can do.
12. The rehabilitation will eliminate the existing booms on the log lifters. These booms (with associated hydraulic cylinders) have proven to be subject to wear and deflection and will be salvaged and returned to:

Parks Canada, Trent-Severn Waterway Headquarters
2155 Ashburnham Drive,
Peterborough, ON, K9J 6Z6

4.7.4 Trunnion

1. As the log lifters may be moved between dams at various times during their lifecycle, rehabilitated log lifters must be suitable for use on dams with both of the following configurations:
 - i. Spillways 20 feet wide with gains 22 feet apart; and,
 - ii. Spillways 25 feet wide with gains 27 feet apart.
 - iii. Log lifters arms must be able to operate within either a gain opening 22 feet wide and 27 feet apart.

2. Replace all worn, defective, damaged components, including but not limited to fasteners, bushings, pins, sheaves.
3. Each trunnion must be equipped with an easily accessible grease manifold that provides lubrication to all pins, sheaves, pivots and friction surfaces on the boom.
4. The main pivot point between the boom and the trunnion shall be mounted higher to better balance the booms and to mitigate lateral movement of the boom. Horizontal clearance must be minimized to mitigate lateral movement.

4.7.5 Tonging Beam

1. The existing log lifters rely on a spring-loaded device that is affixed at the end of the boom when the compactor plate is removed in order to retrieve logs that cannot be hooked by the "D" (the steel lifting eye embedded in the ends of the stoplogs).
2. The design engineer will develop a tonging beam utilizing 2 hydraulic grapples. The hydraulic grapples must be independently operated at the operator's pulpit.
3. The tonging beam will be connected to the log lifter similar to the existing stop log. The hydraulic power will be provided to the tonging beam via hydraulic quick connects. Special care must be taken to protect the hydraulic components from damage due to water force, debris, ice, etc.

4.7.6 Cabinets

1. The rehabilitated machine must have a single cabinet at each end supporting the counterweight and environmental protection system. Ensure that the doors do not interfere with the operation of other components.

4.7.7 Fall Protection for Dam Operators

1. **Tie-offs** - Provide four (4) engineered tie-offs for fall arrest equipment, located on the top of the chassis.
2. **Flexible Horizontal Lifeline System** - Provide horizontal cable to which two dam operators may tie-off and walk back and forth on deck beside log lifter.

4.8 Mechanical System

4.8.1 Safety Provisions

1. **Emergency Stop**
 - a. Provide three (3) emergency stop buttons located as follows: one on Operator's Console, one for the motor (this should be an E-Stop not a normal motor on/off button), and one at the opposite end of the chassis from the motor which can be activated by a person standing on the dam deck. Operator and other users directly affected by the operation of the machine must have direct and unhindered access to one or more of the emergency stop buttons.
 - b. Function type: Press-to-stop / twist-to-release.
2. **Rail clamps**

- a. Equip the rehabilitated log lifter with hydraulic clamps on all four corners to replace the manual tie downs. All hydraulics are to be operated from the main control console in the center of the log lifter.
- b. Rail clamps are to remain engaged until both booms are fully retracted and are in vertical position.
- c. The traverse function of the log lifter shall be locked while the rail clamps are engaged.
- d. The booms shall remain inoperable unless the rail clamps are engaged.

Figure 23: Example of a hydraulic clamp



Sandhurst 2018 (<https://sandhurst.co.uk/rail/>)

4.8.2 Prime Mover

1. Gasoline engine, air cooled, with manual choke and electric start from battery.
2. Typically, no power is provided at dam sites, all electrical power required by log lifter must be generated from an alternator driven by gasoline engine. Provide optical float gauge for the gasoline content.
3. Investigate and conceptualize an electrical motor option for consideration. Complete the full design of how to retrofit the log lifter with an electric motor (Totally enclosed fan cooled).
4. The prime mover requires a leak containment pan beneath it to capture fuel/oil leaks.

5. Be equipped with stainless steel exhaust systems to mitigate water entering the exhaust system.
6. Speed must be regulated with a governor to ensure constant power to the log lifter under changing loading conditions.
7. The log lifter at the Trent-Severn Waterway Headquarters has already been dismantled and its engine removed. Five (5) of the other log lifters are equipped with engines that require remanufacturing.
8. Five (5) extra used engines will also be supplied for remanufacturing (pick up at the Trent-Severn Waterway Headquarters), one of which will be used within log lifter number 1. The other four engines will be delivered to the Trent-Severn Waterway Headquarters after remanufacturing.

The remanufacturing must include but not limited to;

- Complete dismantling of the engine
- Sandblasting and cleaning of the components
- Boring cylinders and grinding the valve seats
- Machining the heads and all bearing surfaces
- Replacing all bearings, seals and gaskets
- Replace all pistons and rings to match the over boring machining
- Replace all electrical components with new
- Prepare all surfaces and repaint the engine
- Bench testing to ensure Original Equipment Manufacturer performance curve has been met

Figure 24: Photo of three (3) of the engines – missing several components.



4.8.3 Power Transmission System

1. After prime mover, power will be transmitted by hydraulic fluid power system.
2. Transmission system requires a leak containment pan beneath it to capture fluid leaks.

4.8.4 Hydraulic System Design

1. The hydraulic system needs to be designed to work with the existing gasoline engine or the optional electric motor.
2. The system will require a reservoir with adequate capacity to ensure the system can operate all functions at once. The reservoir must be in a location that maintains ease of access for servicing. A spill containment system must be in place to ensure a failure of the reservoir does not result in a spill. Provide and install optical float gauge for the reservoir that is visible when cabinet is opened.
3. In the operator's pulpit, the hydraulic system will proportionality split to provide each operator with the control to operate their respective boom, similar to the existing system.

4. Each control spool must have adjustable relief pressures designed to ensure the hydraulic operation does not exert too much force, which could potentially damage the rails, rail fasteners, stoplogs or the log lifter or comprise its overturning stability.
5. Holding valves (or equivalent) must be implemented to ensure the hydraulic rams remain in their positions and prevent leak down over long periods of time.
6. Sequencing valves will also be required on the boom piggyback hydraulic rams to ensure the telescoping sections are operated in the right sequence.
7. Flow control valves will be integrated into the design to restrict the speed of operation of select functions.

4.8.5 Hydraulic Piping

1. All hydraulic components must be designed and installed with longevity in mind. As such, the hydraulic lines must be DOM (drawn over mandrel) stainless steel tubing with stainless steel fasteners and fittings.
2. In areas requiring the freedom of movement due to hydraulic operations, flexible hydraulic hose may be used. All hoses must be ultraviolet resistant and completely protected from wear and flexural distress.

4.8.6 Required Motions

Travel System (X-Axis Motion)

1. Provide a hydraulic drive motor at one end of log lifter, with power supplied to both axles at that end with infinitely variable speed between zero and a maximum recommended by the designer.
2. Allow feathering or plugging/jogging action so that Operators can achieve precise alignment of log lifter with gains in association with the alignment system provided by the designer.
3. Braking hydraulic drive for X-axis motion. Use hydraulic braking rather than mechanical. Provide braking relief valves in circuit to stop the unit. Operators must change from one direction to another quickly while aligning the log lifter.

Log Transfer System (Y-Axis Motion)

1. The mechanism by which logs are moved between sluices and log storage area on dam deck may be accomplished either as part of same mechanism providing Z-axis motion or alternatively as a separate system, provided all other requirements are met.
2. Log transfer speed: infinitely variable from zero up to a maximum speed recommended by the designer.
3. Provide braking system to slow stoplog transfer mechanism down smoothly and ensure positive stops.

Hoisting System (Z-axis Motion)

1. The mechanism by which logs are lifted and lowered vertically within a sluice may be accomplished either as part of same mechanism providing Y-axis motion or alternatively as a separate system, provided all other requirements are met.
2. Speed in Z-direction: infinitely variable from zero up to a maximum speed recommended by the design.

3. Design booms against vibrations from vortex shedding around stoplog.
4. Provide over-travel protection for boom extension and retraction. Do not allow rams to touch bottom on sluice. Stops must be shock absorbing.

4.9 Electrical System

4.9.1 General

1. Use a minimum number of different components and be modular to enable maximum maintainability and operational flexibility and to make easier future changes due to component obsolescence.
2. All components must be ultraviolet, petroleum and water resistant.
3. All wiring must be protected along their length. Grommets must be used when wiring interfaces with bulkheads.
4. Wiring outside of cabinets must be contained within conduit to prevent vandalism.

4.9.2 Batteries

1. Deep-cycle, marine-grade, gel-type, and maintenance-free. Select cold cranking amps to be minimum 125% of that required by engine manufacturer.
2. Provide a solar trickle charger for battery. Select a model that will prevent over-charging the battery and equip with a low-voltage disconnect to preserve battery in the event of a short circuit. Locate where protected from vandalism and snow cover.

4.9.3 Circuit Breakers and Fuses

1. Use circuit breakers in preference to fuses, except for specific applications where required tripping characteristics or ratings cannot be obtained with circuit breakers.

4.9.4 Lighting

1. Light Emitting Diode lighting is required to support after hours operations.
2. Provide 12V DC lighting system with Light Emitting Diode bulbs power by the prime mover.
3. Provide directional Light Emitting Diode lighting on the bottom of the fixed boom section.
4. Provide Light Emitting Diode lighting on the control console and within the engine and storage compartments.

4.10 Control System

4.10.1 General

1. Provide both heavy-duty limit switches and shock-absorbing mechanical stoppers at extreme ends of all motions.
2. Provide smooth starts and stops with smooth acceleration and deceleration of rams, transfer mechanism, and carriage.

3. **Normal stop** - Provide a smooth method of stopping motion without undesirably high machinery stresses experienced with an emergency stop. Achieve normal stop by returning a joy stick to neutral position.

4.10.2 Operator's Pulpit and Console

1. **Construction** - Pulpit located near centre of log lifter and sized to sufficiently allow movement of two persons in neighbourhood of control console. Maintaining adequate level of safety while working at an elevated height.
2. **Operator Shield** – The pulpit must be equipped with a partial shield with a back and roof, and access from both sides.
3. **Console Location** - Within Operator's pulpit the Operators will work in standing position in the center of the log lifter. Console must extend over the stop log being manipulated. This may require chassis modification and structural re-work or redesign.
4. **Console Contents** - Controls for all operations of the log lifter must be located within the console. Arrange controls for operating efficiency and to be similar to existing control layout; discuss preferences with Departmental Representative during design development. The controls must be positioned in a manner that allows the operators to lean over them to ensure an unobstructed view of the log handling operations.
5. **Console Cover** – The console must be protected with a weather and vandal proof hinged shield. This cover must be lockable and be able to be swung out of the way to unimpeded operation of the console.
6. **Noise Levels** - Within limits specified in Canada Labour Code, Regulation Part II- *Levels of Sound* for continuous 8-hour operation.

ANNEX B BASIS OF PAYMENT

Note to Bidders: All information in italics will be removed from any resultant contract.

The Bidder MUST complete this pricing schedule and include it in its financial bid.

The amount quoted must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

TABLE A: FIXED PRICE

The Contractor will be paid firm all-inclusive rates, for work performed in accordance with Annex A – Statement of Work. Taxes are extra.

The Contractor must complete the table below inserting the Price per Unit and Extended Amount for each line item.

The prices detailed below are an all-inclusive including all travel and living, labour, equipment, tool and all other costs, including materials, to complete the requirements outlined in the Annex A – Statement of Work.

#	DESCRIPTION	UNIT*	Quantity (A)	Price per Unit (B)	Extended Amount (A x B)
1.0	Manuals and Plans				
1.1.	Quality Plan	LS	1		
1.2	Site Specific Environmental Protection Plan	EA	10		
1.3	Site Specific Health and Safety Plan	EA	10		
1.4	Risk Management Plan	LS	1		
1.5	Removal and Delivery Method Plan	LS	1		
1.1	Components Assessment & Options Analysis	EA	10		
2.0	Design Development				
2.2	66% Design	EA	10		
2.3	99% Design	EA	10		
2.4	IFC and Specifications	EA	10		
2.5	IFT and Specifications	EA	10		
3.0	Commissioning				
3.1	Commissioning Plan (Dry)	LS	1		
4.0	Handover and Closeout				
4.1	As-built Drawings	EA	10		
4.2	Operation and Maintenance Manual	LS	1		
4.3	Training	LS	1		
Total for Table A : (Sum 1 to 4.3)					\$

*LS = Lump Sum
EA = Each

Solicitation No. - N° de l'invitation
EQ754-190827/B
Client Ref. No. - N° de réf. du client
EQ754-190827

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41106

Buyer ID - Id de l'acheteur
tor215
CCC No./N° CCC - FMS No./N° VME

TABLE B: WORK ISSUED UNDER TASK AUTHORIZATION

Estimated Values are for evaluation purposes and will be deleted at contract award. These Values do not represent the actual required amounts.

- 1) Mark-up on parts and material purchased by the Contractor for work performed by the Contractor.
- 2) Mark-up on subcontracted services and equipment used in the performance of the Work. Must comply with Annex A – Statement of Work

Note: Task Authorizations using resources selected from Table C and D will not be subject to this mark-up.

<i>Estimated Value of Parts, Materials, Subcontracted Services and Equipment</i>	(B) Mark-Up Percentage	(C) Extended Price (A x B)
\$3,000,000	%	\$
Total for Table B:		\$

TABLE C: FIRM HOURLY RATE

Estimated Hours are for evaluation purposes and will be deleted at contract award. These Hours do not represent the actual required amounts.

The hourly rate for trades persons listed below must be the maximum rate in effect for the period of the Contract.

	Trades Person	(A) Estimated Annual Number of Hours	(B) Firm Hourly Rate YEAR 1	(C) Extended Price YEAR 1 (A x B)	(D) Firm Hourly Rate YEAR 2	(E) Extended Price YEAR 2 (A x D)
1	Welder	200	\$	\$	\$	\$
2	Technician	200	\$	\$	\$	\$
3	Electrician	200	\$	\$	\$	\$
4	Hydraulic pipe fitter	200	\$	\$	\$	\$
5	Painter	200	\$	\$	\$	\$
6	General Labour	200	\$	\$	\$	\$
7	Machinist	200	\$	\$	\$	\$
Subtotal: (Sum of items 1-7)				\$		\$
Total for Table C: (Total column C + Total column E)						\$

TABLE D: ADDITIONAL RESOURCES

Contractor proposed resources. This Table will not be used for evaluation purposes.

NOTE: These Trades Persons must not be used to complete Work identified in Table A.

	Trades Person	(B) Firm Hourly Rate YEAR 1	(D) Firm Hourly Rate YEAR 2
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$

Total Evaluated Price = Total of Table A + Table B + Table C
TOTAL EVALUATED PRICE \$ _____

Solicitation No. - N° de l'invitation

EQ754-190827/B

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

EQ754-190827

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-8-41106

Buyer ID - Id de l'acheteur

tor215

CCC No./N° CCC - FMS No./N° VME

**ANNEX C to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);

ANNEX D to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instruction)

ANNEX E

INSURANCE REQUIREMENTS

SACC Manual clause G2001C (2018-06-21) 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.
- 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.

SACC Manual clause G2002C (2018-06-21) 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.
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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

SACC Manual clause G5003C (2018-06-21) Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

-
- d. Cross liability and 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.

- e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, 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:

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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.

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ANNEX F

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41106

Buyer ID - Id de l'acheteur
tor215
CCC No./N° CCC - FMS No./N° VME

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Clear Data - Effacer les données		Instructions - Page 1		Instructions - Page 2	
 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Annex Annexe	
Task Authorization Autorisation de tâche				Contract Number - Numéro du contrat	
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur		Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)			
		Title of the task, if applicable - Titre de la tâche, s'il y a lieu			
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$			
Security Requirements: This task includes security requirements. Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité. <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract. Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat.					
For Revision only - Aux fins de révision seulement					
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu		Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$		Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$	
Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.			Début des travaux pour l'AT: Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.		
1. Required Work: - Travaux requis :					
A. Task Description of the Work required - Description de tâche des travaux requis				See Attached - O-joint <input type="checkbox"/>	
B. Basis of Payment - Base de paiement				See Attached - O-joint <input type="checkbox"/>	
C. Cost of Task - Coût de la tâche				See Attached - O-joint <input type="checkbox"/>	
D. Method of Payment - Méthode de paiement				See Attached - O-joint <input type="checkbox"/>	

PWGSC - TPSGC 572 (2014-04)

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Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

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ANNEX G

TASK AUTHORIZATION USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule: (to be completed upon award)

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS

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Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL REPORT (We have not done any business with Canada under this Contract, for this period).

SEND TO: maria.lopez@pwgsc.gc.ca OR Facsimile: 905-615-2060

ANNEX H

TECHNICAL EVALUATION CRITERIA

1. POINT RATED REQUIREMENTS

Proposals will be evaluated on the basis of the following criteria.

Points will be awarded based on the degree to which the information/material the bidder has provided. The information provided must demonstrate your capability to perform and successfully carry out the scope of work described in this Request for Proposals (RFP). It is suggested that the bidder address these criteria in sufficient depth, as proposals will be evaluated against the following;

ITEM	RATED REQUIREMENTS	MAXIMUM POINTS AVAILABLE
R1	<p>Experience of the Bidder</p> <p>The Bidder should provide three (3) reference projects successfully completed by the Bidder and/or joint venture partner within the last ten (10) years. The reference projects should be relevant to the scope of services required within this RFP.</p> <p>The Bidder should provide the following information for each of the three reference projects in order to rate their work experience:</p> <ul style="list-style-type: none">• Title of the project;• Location of work;• Client company name;• Start date and completion date;• Initial and final contract cost with explanation to address variances;• Description of the project;• Project relevance – log lifter rehabilitations are most relevant, projects should be similar in scope and complexity. Hydraulic, mechanical, and structural steel design and fabrication;• Key personnel responsible for project delivery;• Subcontracts managed during the project;• Project delivery constraints and challenges;• Provide contact information for client references with knowledge of the reference project and the Bidder's role. The references will only be contacted by the Contracting Authority to confirm submitted material (including email address and telephone)• International Organization for Standardization (ISO 9001:2008) is preferred	25
R2	<p>Experience of Key Personnel</p> <p>The Bidder should demonstrate within their proposal, how key personnel have been involved in relevant projects.</p>	25

	<p>Curriculum vitae (C.V.) should be submitted in the Bidder's proposal for each of their team members and should contain the following information;</p> <ul style="list-style-type: none"> Title of the projects; Description of the project; Scope of work; Start date and completion date; Roles and responsibilities; Level of involvement and; Contract cost. <p>The Bidder's team to be identified should include the following key positions:</p> <p>Project Manager: Shall provide academic qualifications, certifications and professional designations including degrees/diploma or equivalent level of knowledge, experience or training.</p> <p>Design Engineer: Shall provide academic qualifications, certifications and professional designations including degrees/diploma or equivalent level of knowledge, experience or training.</p> <p>Quality Manager: Should provide academic qualifications, certifications and professional designations or degrees/diploma or equivalent level of knowledge, experience or training.</p> <p>The bidder's team can include additional team members which the bidder feels necessary to undertake the Work. The evaluation is based on the entire project team.</p>	
R3	<p>Understanding of the Project</p> <p>The Bidder should demonstrate a good understanding of the goals of the project including as a minimum:</p> <ul style="list-style-type: none"> a) The functional, operational and technical requirements; b) The constraints, risks, and issues that will impact the project and; c) The expectations of the end user. <p>Bidders should include a narrative and/or tables, graphs or images.</p>	25
R4	<p>Work Plan and Methodology</p> <p>Bidder is to describe how they propose to undertake the Work to achieve the project objectives through a high-level Work plan identifying major tasks.</p> <p>The Bidder should provide the following as a minimum:</p> <ul style="list-style-type: none"> a) Time Management (Schedule): An initial schedule with commentary based on the Statement of Work and additional reasonable assumptions that anticipates the various issues that may be faced by the Bidder in undertaking the Work. The schedule shall outline activities, sequencing necessary to complete the Work within the time constraints indicated within this RFP. 	25

	<p>b) Quality Management: A description of the quality management methodology to be applied throughout the delivery of the project to ensure deliverables meet the required performance criteria;</p> <p>c) A Work Plan with a breakdown of Work tasks and deliverables. This work plan should also provide a methodology of how the Work will be executed safely.</p> <p>Bidders should include a narrative and/or tables, graphs or images.</p>	
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To be considered further, Bidders must achieve a minimum Technical Rating of sixty percent (60%) of available points in each specific category. No further consideration will be given to Bidders not achieving these criterion.

2. EVALUATION TABLE

ID	Description	Available Points	Weight	Minimum points	Maximum Points
R1	Experience of the Bidder	0 to 10	2.5	15	25
R2	Experience of Key Personnel	0 to 10	2.5	15	25
R3	Understanding of the Project	0 to 10	2.5	15	25
R4	Work Plan and Methodology	0 to 10	2.5	15	25
Technical Score:					100

Evaluation Guide

PSPC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation guide below:

Description		Inadequate	Weak	Adequate	Fully Satisfactory	Strong
	0 point	2 points	4 points	6 points	8 points	10 points
Experience of Bidder	Did not submit information which could be evaluated	Bidder do not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is qualified and experienced	Bidder is highly qualified and experienced
Experience of Key Personnel		Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
Understanding the Project		Lacks complete or almost complete understanding of the requirements	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrate s a good understanding of the requirements .	Demonstrates a very good understanding of the requirements.	Demonstrate s an excellent understanding of the requirements.
Work Plan and Methodology		Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability should ensure adequate results	Satisfactory capability should ensure effective results	Superior capability should ensure very effective results

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OEM SPECIFICATION

Attached

French version available upon request.