



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Temisk Loglifter Boom Repair	
Solicitation No. - N° de l'invitation EP168-192484/A	Date 2019-06-15
Client Reference No. - N° de référence du client 20192484	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-642-77300	
File No. - N° de dossier hs642.EP168-192484	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-30	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Thérien, Annie	Buyer Id - Id de l'acheteur hs642
Telephone No. - N° de téléphone (613) 297-3541 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

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

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ANNEX A – STATEMENT OF WORK

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ANNEX C – PRICING

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

The department of Public Services and Procurement Canada has a requirement to restore the stoplog lifter's boom extension cylinders on the Timiskaming Quebec Dam in accordance with Annex A - Statement of Work.

The scope of the work is the removal of the hydraulic cylinders, diagnosis and reporting on defects, repair and re-installation of the cylinders on the stoplog lifting machine.

The work for this requirement will be carried out from the effective date of the contract and must be completed by November 30, 2019.

1.3 Security Requirement

There are no security requirement associated with this requirement.

1.4 Trade Agreements

The requirement is not subject to the Trade agreements.

1.5 Canadian Content

This procurement is limited to Canadian services.

1.6 EPost

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.

1.7 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.

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](#), (2019-03-04) 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: 90 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 Improvement of Requirement During Solicitation Period

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

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (one (1) hard copy)
Section II: Financial Bid (one (1) hard copy)
Section III: Certifications (one (1) hard copy)
Section IV: Additional Information (one (1) hard copy)

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:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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 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 Basis of Payment

Bidders must submit their financial bid in accordance with basis of payment and with Annex C – Pricing.

3.1.2 Pricing

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

3.1.3 Electronic Payment of Invoices – Bid

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

If Annex D - 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.

3.1.4 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information

3.1.5 Best Delivery Date - Bid

While mandatory completion of the work is requested by November 30th, 2019, the best completion date that could be offered is _____

3.1.5.1 Mandatory Delivery

Bidder must propose a completion date that meet the mandatory completion date found in paragraph 3.1.5. If the completion date proposed does not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

3.1.6 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

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) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must demonstrate their compliance with all mandatory technical criteria detailed Annex B - Mandatory Technical Evaluation Criteria, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient

4.1.2 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation, at Annex C – Pricing, and in accordance with the Basis of Payment

4.1.2.1 Mandatory Financial Criteria

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

4.1.3 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis in accordance with Annex C-1 – Evaluation of Aggregated Price.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

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.

5.2.3.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.1.2 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.

6.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form PWGSC-TPSGC 572.
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 Project Authority, within five (5) 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 Project Authority 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.

6.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$40K, 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

6.1.2.3 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.

6.1.2.4 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.

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

6.2 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.

6.2.1 General Conditions

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

6.2.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from the effective date of the contract to November 30, 2019 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before November 30, 2019.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex A – Statement of Work of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Annie Therien
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Industrial Vehicles, Machinery Products and Logistics Division – HS
Building L'Esplanade Laurier, East Tower
140 O'Connor, Street
Ottawa, Ontario K1A 0R5
Telephone: 613-297-3541
E-mail address: annie.therien@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone: ____ - ____ - _____
E-mail address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm price, in accordance with the basis of payment, in Annex C – Pricing, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

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

6.7.3 Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.7.4 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7.5 Time Verification

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

3. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
4. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
 - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

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

6.11 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 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex C, Pricing;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) 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)*).

6.12 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2016-01-28
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30

ANNEX “A”
STATEMENT OF WORK

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1 **SCOPE SUMMARY**

The Contractor will provide all labour, sub-contractors, supervision, tools, equipment, and materials required to remove, inspect, diagnose & report upon, repair, and reinstall defective hydraulic cylinder(s) on a stoplog lifting machine on the Timiskaming Quebec Dam.

2 **BACKGROUND**

2.1 **Timiskaming Dam Complex**

Canada owns and operates the Timiskaming Dam Complex, located where Lake Timiskaming empties into the Ottawa River (see Figure 1). The complex consists of two dams, one each on the either side of Long Sault Island, called the Timiskaming Quebec Dam and the Timiskaming Ontario dam. The two dams control the flow from, and the level of, Lake Timiskaming.

The dam decks forms part of the road between the town of Thorne, Ontario and the town of Témiscaming, Québec, forming part of Highway 101 on the Quebec side and part of Highway 63 on the Ontario side. Long Sault Island is entirely within the Province of Ontario.

2.2 **Description of Stoplog Lifter**

Refer to the many photographs in Section 6 of this SOW.

2.2.1 **General**

Water discharge through each dam is controlled by stoplogs. These are squared timbers stacked between the piers to form a variable height overflow weir in each sluice (see Figures 2 & 3).

A hydraulic stoplog lifting machine on each dam raises and lowers stoplogs in the sluices (see Figures 8 to 10). This stoplog lifter moves from sluice to sluice travelling on crane rails on the operating deck (see Figures 5, 6, & 10).

The stoplog lifters, which are somewhat similar to an articulating boom crane, are a special purpose cranes used solely to place and remove stoplogs from the sluices in the dams.

The stoplog lifters are new as of 2012.

Electric power supply to stoplog lifter is 600 V, 60 A, 3 ph.

2.2.2 **Booms and their Cylinders**

The stoplog lifter is fitted with two telescopic lifting arms, called "booms," tied together with a bar with aerofoil cross-section that makes the two booms act as a unit. The booms are self-contained assemblies that can be removed from the main frame (see Figures 12 and 13, which were taken during construction of the machine).

The booms, working as a pair, extend into the sluice at the gains and also tilt to allow transfer of stoplogs between the operating deck and the sluices. The tilting feature is controlled by a single hydraulic cylinder (the "swing cylinder" also called the "luffing cylinder") whilst the boom extension motion is controlled by two cylinders acting in parallel.

This contract concerns the boom at the west end of the Quebec Dam's stoplog lifter. This is the boom closest to Long Sault Island, and, which is called the "right boom" in the drawing set. The subject of this contract is the extension cylinder system.

2.3 **Reference Material**

The most pertinent drawings and product data are included in Section 8 this SOW, but the entire manual complete with as-built drawings is available to the Contractor upon request.

3 PROBLEM STATEMENT

3.1 Damkeeper Observations

In July 2018, the Damkeepers noticed that the west boom of the Quebec Dam’s stoplog lifter was not able to hold the load of a stoplog, although the east boom worked properly. Damkeepers’ observations are as follows:

- The centre section of the west boom seemed to be the one that is slipping.
- At worst, the rate of slipping was about 12 inches in 30 seconds.
- The slippage happens even when the motor and pump are off (Damkeepers left the booms in the vertical position a few inches from the sluice grate in the evening and found the right boom down and resting on the sluice grate in the morning).
- The slippage effect was more pronounced when the machine was first started and the effect reduced (somewhat) after operating for some time.
- The problem is greatly reduced when the weather is cold.
- There was no evidence of any external leakage of hydraulic fluid.

3.2 Tests and Diagnosis Done On Site

A number of field tests were done over the last few months to try and identify the defect.

- Oil samples have been taken for testing, but the results are not yet available at the time of writing this SOW. Oil filter was changed; there was no effect.
- Cartridges in the counterbalance valves were changed; there was no effect.
- Valves were swapped between booms both on top of the booms and in the control panel of the operator’s cabin, to see if problem could be created in the east boom; there was no effect.
- Hydraulic return line was disconnected from tank and placed in a bucket, and the booms left vertical and some inches up from the sluice grating overnight. The next morning, the right boom had slipped down onto the grating, but there was no oil in the bucket.

On the basis of these tests, troubleshooting personnel in the field concluded that the problem is internal leakage within one or both of the pair of parallel boom extension cylinders (items #1 and #2 in the hydraulic schematic, part #3743-21104-01 & #3743-21104-02).

Since the two cylinders are connected in parallel, it was impossible to determine on site which of the two cylinders is defective; in fact, it is possible (if somewhat unlikely) that both are defective.

The inspectors did not believe there to be problems with either the counterbalance valves (two items, both labelled #21 on the hydraulic schematic) or in any of the control valves of the hydraulic circuit.

3.3 Project Objective

Canada wishes to restore the stoplog lifter’s boom to full operating condition.

It is not currently clear what exactly is the problem and this cannot be determined until the cylinders are examined internally. Therefore, the “known work” of the project with a clearly defined scope is the removal of the cylinders from the machine, diagnosis and reporting on defects, and re-installation of the cylinders on the stoplog lifting machine.

The actual repair, the scope of which cannot be determined ahead of time, will be treated as “unscheduled work” for the purposes of payment - see Annex C.

3.4 Project Constraints

3.4.1 Water Control Requirements

The stoplog lifting machine is the only device with which stoplogs can be manipulated and hence water controlled, at the Timiskaming Quebec Dam. The Lake is relatively stable over the summer months and water control can be effected through the Ontario Dam alone, which conveniently creates a good opportunity to undertake the work of this contract.

Nevertheless, the weather is unpredictable and water control requirements may impinge on the schedule. The Technical Authority will advise the Contractor whenever this becomes an issue. The Contractor must be prepared to provide additional manpower and to work evenings and weekends if required to meet the project schedule.

3.4.2 Province of Work and Traffic Control

The Contractor may choose the province of work. The Damkeepers will move the stoplog lifter along the crane rails to wherever the Contractor wishes for the purposes of removing and replacing the boom.

Long Sault Island itself is entirely in Ontario. The border between Ontario and Quebec is in the third sluice to the east from the island, within the Quebec Dam (NOTE: Google Maps is incorrect on this point—see Figure 1).

A long extension of crane rail onto Sault Island forms a very convenient area from which to work (see Figures 4 & 5); in that case, the work would take place in Ontario. If all the Contractor’s equipment is within that lay-down area, the road will not be blocked and hence there will be no traffic control requirements. If the Contractor chooses to place equipment on the roadway, then traffic control will be required.

If the Contractor prefers to work in Quebec, the Damkeepers will move the stoplog lifter over to the east bank. However, note that there is much less room to work at that end, and the Contractor’s equipment will have to be placed in the roadway, right at an intersection. Traffic control will be required.

4 TECHNICAL REQUIREMENTS

4.1 References

In performing the work of the contract, the Contractor must comply with the following:

4.1.1 Legal and Regulatory Documents

- 1) Workplace Hazardous Materials Information System (WHMIS 2015)
- 2) Other requirements will vary with Province of Work

Ontario	Quebec
<i>Occupational Health and Safety Act</i> (R.S.O. 1990, c. O.1) O. Reg. 224/07 <i>Spill Prevention and Contingency Plans</i> O. Reg. 347 <i>General - Waste Management</i> , as amended R.R.O. 1990, Reg. 360 <i>Spills</i>	<i>Loi sur la santé et la sécurité du travail</i> , RLRQ, chapitre S-2.1, édition actuelle. <i>Loi sur la qualité de l’environnement</i> (Chapitre Q-2). <i>Règlement sur les matières dangereuses</i> (Q-2, r.32).
O. Reg. 490/09 <i>Designated Substances</i>	No equivalent.
Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, R.R.O. 1990; Reg. 1101 <i>First Aid Requirements</i>	<i>Règlement sur les normes minimales de premiers secours et premiers soins</i> (RLRQ, c. A-3.001, r.10, D. 1922-84)

4.1.2 Codes

Requirements will vary with Province of Work

Ontario	Quebec
Ontario Electrical Safety Code, 26 th Edition, 2015	CSA C22.1-09 <i>Canadian Electrical Code, Part I</i> , 21 st edition, as well as any subsequent amendments that may be published by that organization.

4.1.3 Standards

- 1) CAN/CSA Z460-13 *Control of hazardous energy - Lockout and other methods*
- 2) CAN/CSA Z462-15 *Workplace Electrical Safety*

4.1.4 Internal Documents

- 1) Manual from Original Equipment Manufacturers (OEM manuals)

4.1.5 (If needed) Traffic Control Requirements

For all cases where roadway will be blocked, (see section 6.8 of this SOW), also comply with the following:

- 1) *Manual of Uniform Traffic Control Devices*, M.U.T.C.D
- 2) Ministry of Transportation of Ontario, *Ontario Traffic Manual*, Book 7
- 3) Ministère des transports du Québec, *Signalisation routière*, volumes 1 et 2 du *Normes - Ouvrages routiers - Tome V*

4.2 TASK 1 - Preliminary Submittals

- 1) Submit the following preliminary documentation no later than 7 calendar days after Award:
 - a) **Preferred province of work**, that is, indicate Contractor’s preference for where Damkeepers should park the stoplog lifter for removal and replacement of the boom.
 - b) If needed, **Traffic Control Plan** including proof of qualifications of workers responsible for implementing Traffic Control Plan (ref. Section 7 of this SOW)
 - c) **Project Manager’s** name and contact information (ref. Section 5.1 of this SOW)
 - d) **Schedule** (ref. Section 5.3 of this SOW)
 - e) **Health and Safety Submittals** (ref. Section 5.6.3 of this SOW)
 - f) **Environmental Protection Plan** (ref. Section 5.8.2 of this SOW)
- 2) Technical Authority will review and comment on submittals. Contractor must revise and resubmit. This process will continue until acceptable submittals have been made.
- 3) Contractor may not go on site until acceptable submittals have been received.

4.3 TASK 2 - Remove Boom (Work at Dam)

- 1) Confirm with Technical Authority at 3 working days in advance of work at the dam site, to ensure that planned downtime can still be worked-in around water control requirements.
- 2) Implement Traffic Control Plan for any and all work at the dam that will block traffic.
- 3) Damkeepers will move stoplog lifter and put boom into position for Contractor to remove it.
- 4) Damkeepers will unplug stoplog lifter from its power supply; Contractor will lock out the power outlet so the stoplog lifter cannot be energized during the removals work (see Figure 16).
- 5) Provide all blocking and temporary supports necessary to protect the stoplog lifter and boom during and after the removal process.
- 6) Hydraulically isolate the west boom. Deploy spill prevention measures from Environmental Protection Plan,

and ensure spill kit is handy. Then, drain oil from the lines in the west boom as needed for the removals, measuring the quantity removed. Dispose of hydraulic fluid at a used oil recycling facility.

- 7) Examine and tag all electric lines and hydraulic hoses that will need to be disconnected. Disconnect them at junction boxes (electrical) and hydraulic fittings designed for this purpose.
- 8) Disconnect mechanical connections holding boom to machine frame (see Figures 11-13 inclusive and the drawings).
- 9) Lift boom off stoplog lifter and place it securely on blocking on Contractor's truck ready for transportation to hydraulics shop.
- 10) Be responsible for all damage to boom when in transit from the dam to the shop
- 11) Leave dam site free of garbage, debris, tools, and equipment.

4.4 TASK 3 - Inspect Cylinders & Prepare "As-Found Report" (Work in Shop)

- 1) **Disassembly of Boom.**—Remove cylinders from boom.
- 2) **Diagnostic Testing.**—Test cylinders on test bed. Operate at full system pressure and check which cylinder is failing to maintain load. It is even possible that both are defective.
- 3) **Disassembly of Cylinders and Internal Inspection.**—Disassemble damaged cylinder(s) and completely inspect internal components. This is expected to include, but need not be limited to:
 - a) Check bore of barrel for marks, scratches, and all other forms of damage.
 - b) Check rod for un-evenness of chrome on surface, for straightness, and for cracks using dye-penetrant at all points where cross-section changes.
 - c) Check piston rings, wipers, scrapers, packing, seals, bearing bands, O-rings, etc., as well as faces upon which these are seated.
 - d) Check piston for circularity and for scratches, wear, or other signs of leaking past the head of pistons.
 - e) Check all threaded connections for damage.
 - f) Check mounting points and their bushings for damage, bends, un-even wear, or other evidence of overstress.
- 4) **Assessment.**—Assess the probable cause and the significance of the defects found relative to machine performance and reliability.
- 5) **Report.**—Prepare a comprehensive report on the malfunctioning cylinders.
 - a) Identify root cause of failures; do not merely report on symptoms.
 - b) Identify for replacement all worn, broken, or missing parts, complete with costs and delivery times. Discuss advantages and disadvantages of repair vs. replacement in terms of both cost and time (implication on project schedule).
 - c) Identify which components will have to be sent to specialty sub-contractors if work cannot be performed at main shop facility.
 - d) Include a quote for each recommendation, with details of the work, number of hours expected, and prices for parts that need to be replaced.
 - e) Transmit report to Technical Authority.
 - f) Participate in telecon with Technical Authority to discuss and answer questions.
- 6) Technical Authority will respond in writing with revised scope of work for repairs to be done in Task 4.
- 7) Contracting Authority will respond with Contract Amendments, if required.

4.5 **TASK 4 - Repair Cylinders (Work in Shop)**

- 1) Those recommendations from the As-Found Condition Report that the Technical Authority has authorized will be treated as “Unscheduled Work” for the purposes of payment.
- 2) **Repairs.**—Perform authorized repairs, the exact scope of which will be confirmed and adjusted through the “As-Found Condition Report” described in Task 3 above. Although scope of repair work may go so far as needing to replace one or both of the cylinders, but at the present time, the work is expect to consist of the following work:
 - a) Replace all piston rings, wipers, scrapers, packing, seals, bearing bands, O-rings, etc.
 - b) Replace all washers, lockwashers, and retaining screws
 - c) Replace all pipe plugs
 - d) Chase threads
 - e) Hone and polish bore
 - f) Replace bushings in mounts
 - g) Clean and paint exterior of cylinder
 - h) Repairs may also include straightening rod, re-chroming rod, replacing barrel
 - i) Re-assemble cylinder.
- 3) **Testing**
 - a) Verify that all aspects of the repaired cylinders are as per original manufacturer's manual
 - b) Check correct settings on counterbalance valves (see Hydraulic Schematic).
 - c) Test re-assembled cylinder on appropriate test stand to working pressure on the stoplog lifting machine and extend rod through entire stroke, both directions, checking that cylinder has ability to hold its load at all points.
- 4) Re-install cylinders on boom.
- 5) Package boom place it securely on blocking on Contractor’s truck ready for transportation back to the dam.
- 6) Be responsible for all damage to boom when in transit from the shop to the dam.
- 7) Work will include selection of replacement components with appropriate characteristics wherever exact replacement components are no longer available.
- 8) Prepare a written report of work done and test results achieved, including for all work done by specialized subcontractors.

4.6 **TASK 5 - Reinstall & Commission Boom (Work at Dam)**

- 1) Confirm with Technical Authority at 3 working days in advance of work at the dam site.
- 2) Implement Traffic Control Plan for work at the dam that will block traffic.
- 3) Transport boom to dam site and re-install, making all electrical, hydraulic, and structural connections required. Use all new bolts and nuts, conforming to manufacturer’s instructions in terms of material, grade, size, and installation torque.
- 4) Deploy spill prevention measures from Environmental Protection Plan, and ensure spill kit is handy. Then, top-up the hydraulic system with the same amount of fluid that was drained when the boom was removed from the stoplog lifter, using the same brand and type of hydraulic fluid as existing, and taking all best-practice precautions with respect to filtration thereof.
- 5) Bleed hydraulic system of air.

- 6) **Commissioning.**—Commission boom by having Damkeepers lift a stoplog off the stack and hold it for 20 minutes in a position a few inches off the sluice cover with the booms in a vertical position. Measure the height of the stoplog off the deck at the beginning and end of this period to ensure that the boom is holding. Check for smooth and correct operation and no loss of control on the boom. Top-up the hydraulic fluid afterwards, as needed. Technical Authority or delegate will witness field-testing and accept operation or indicate that further adjustments by Contractor will be required before acceptance.
 - a) **Acceptance Criteria:** Boom moves smoothly through motions, without noise or vibration and without drifting out of position.
- 7) Supply and deliver to the Dam Office those spares recommended by Contractor in report of TASK 3 - *Inspect Cylinders & Prepare "As-Found Report"* and which have been approved by Technical Authority.
- 8) Leave dam site free of garbage, debris, tools, and equipment.

5 ADMINISTRATIVE REQUIREMENTS

5.1 Project Manager

Appoint a competent Project Manager to plan, direct, control, and make decisions for the Contractor and who must be the main point of contact between the Contractor and PWGSC.

5.2 Team Qualifications

- 1) Have on staff, or provide under sub-contract, all the skills required to perform work of this contract.
- 1) The Contractor is responsible for selecting the mix of skills required to complete any given Task, keeping in mind the need to comply with statutory and regulatory requirements.
- 2) The Contractor is responsible for coordinating work of his sub-contractors and for supervising them when on the dam site.

5.3 Schedule

- 1) Submit schedule showing major milestones of work and how the Contractor intends to fulfil the requirements of this SOW.
- 2) Include in the schedule the following milestones at minimum:
 - a) Remove boom from stoplog lifter.
 - b) Complete all work by November 30, 2019.
- 3) Identify the items on the critical path.

5.4 Project Meetings

- 1) A kick-off meeting will be held a few days after submittal of documents from Task 1. The discussion must include, but not necessarily be limited to, a review of the project requirements and the Contractor's schedule and identification of items on critical path.
- 2) Progress Review Meetings will be held as mutually agreed between the Contracting Authority, the Technical Authority and the Contractor.
- 3) Meetings will be held by teleconference unless otherwise agreed between the Contracting Authority, the Technical Authority and the Contractor.

5.5 Cooperation

The Contractor and his sub-contractors must cooperate with PWGSC employees.

5.6 Health & Safety Requirements

NOTE: These requirements apply only to the work that takes place at the dam site.

5.6.1 Responsibility

- 1) When on the dam site, the Contractor is responsible for health and safety of own personnel and all sub-contractors and must comply with the requirements of the Province of Work.
- 2) Provide Supervisor at the dam site, who is an employee of the Contractor, and who will be responsible for the site whenever sub-contractors are working at the dam. Supervisor must have the authority to stop Work when, at Supervisor's discretion, it is necessary or advisable to do so for reasons of health or safety.
- 3) Contracting Authority and Technical Authority may stop Work for health and safety considerations.
- 4) Immediately address health and safety non-compliance issues, whether identified by authority having jurisdiction, or by Contracting Authority, or by Technical Authority.
- 5) If unforeseen or peculiar safety-related conditions arise during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of the Province of Work and advise Contracting Authority and Technical Authority both verbally and in writing.
- 6) Submit to Contracting Authority and Technical Authority copies of all reports or directions issued by Federal or Provincial health and safety inspectors, all incident and accident reports.

5.6.2 Existing Known Site Conditions

Currently known hazards and conditions at the dam site include, but are not necessarily limited to, the following:

- 1) Remote location
- 2) Working at heights
- 3) Cold weather exposure, snow, rain
- 4) Uneven ground
- 5) Slippery surfaces
- 6) Tripping hazards
- 7) Lifting, pulling, and carrying heavy objects with a crane
- 8) Contact with hydraulic fluid, lubricating oil, and grease

5.6.3 Health & Safety Submittals

PWGSC requires a variety of submittals proving Contractor compliance with legislated requirements. Hence, submit the following:

- 1) **Company information** (also submit for those sub-contractors who will be working at the dam site):
 - a) **Letter of Good Standing** from the Workplace Safety Insurance Board (WSIB - Ontario) and/or Commission de la Santé et de la Sécurité au Travail (CSST - Quebec), or proof of disability insurance coverage from private company.
 - b) Company's **Health & Safety Policy Statement** meeting the requirement of the Provincial Occupational Health and Safety Act.
 - c) Company's **Occupational Health and Safety Program** meeting the requirements of the Provincial Occupational Health and Safety Act.
- 2) **Site-Specific Hazard Assessment and Health and Safety Plan (SSHAHSP)**.—Develop written SSHAHSP based on hazard assessment before starting Work on site. Implement and enforce

requirements of SSHAHSP whenever work takes place at the dam site. The document is likely to be only one or two pages long. Provide name of person(s) responsible for ensuring adherence to SSHAHSP. Revise and re-submit as often as required. Technical Authority’s review of SSHAHSP should not be construed as approval and does not reduce the Contractor's overall responsibility. SSHAHSP must include the following:

- a) **Part 1 – Safety Hazard Assessment.**—Consider the operations to be performed at the dam site and identify safety hazards. Currently known hazards include, but are not necessarily limited to, the ones listed in 5.7.2 *Existing Known Site Conditions*, as well as other hazards Contractor foresees arising during Work.
- b) **Part 2 – Mitigation Measures.**—For each safety hazard identified, describe measures and controls that will be used to protect employees and subcontract personnel and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations.
- c) **Part 3 – Emergency Contacts.**—This is simply a list of names, roles, and phone numbers, and must include all sub-contractors. Include name of nearest health facility and how it will be contacted during an emergency.
- d) **Part 4 – Contingency and Emergency Response Plan.**—Describe standard operating procedures specific to the project site to be implemented during emergencies.

5.7 (If needed) Traffic Control Plan

- 1) For all aspects of the work that will impinge on roadway:
 - a) Prepare and implement a Traffic Control Plan to the requirements of Section 9 of this SOW.
 - b) Confirm with Technical Authority 10 calendar days before each scheduled lane reduction, as Canada is required to post a Public Notice to advise users of the reductions and subsequent delays.

5.8 Environmental Protection Requirements

NOTE: These requirements apply only to the work that takes place at the dam site.

5.8.1 Responsibility

- 1) Contractor is responsible for protection of the environment during all work at the dam site.
- 2) Clean up work area. Handle wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines. Submit copies of all waste disposal certificates.
- 3) Immediately address environmental non-compliance issues, whether identified by authority having jurisdiction or by Contracting Authority or Technical Authority. Contracting Authority or Technical Authority may stop work if non-compliance of environmental requirements is not corrected.
- 4) Provide appropriate spill kits, to be on-site and available at all times, and be prepared to mitigate, intercept, clean up, and dispose of spills that may occur. Be responsible for all costs of cleaning up spills.
- 5) Upon request, provide to Contracting Authority and Technical Authority all additional evidence of compliance with municipal, provincial, and federal environmental laws and regulations.
- 6) Submit copies of all environmental incident and accident reports to Contracting Authority and Technical Authority.

5.8.2 Environmental Submittals

- 1) Develop and submit an Environmental Protection Plan (EPP) for work to take place at the dam site. EPP is likely to be only a page long and is most conveniently presented in the form of a table. Include name of person(s) responsible for ensuring adherence to EPP during time on site. EPP must contain:

- a) **Hazard Assessment.**—Assess and list environmental hazards specific to work at the dam site. Known hazards include risk of spills of hydraulic fluid during boom removal. There may be others depending on Contractor's chosen work procedures.
 - b) **Mitigation Measures.**—For each hazard listed, describe what procedures and materials you will use to prevent damage to surrounding environment and for ensuring compliance with Federal, Provincial, and Municipal laws and regulations.
 - c) **Environmental Emergency Measures.**—Describe equipment and procedures you will use in event of unforeseen spill of hydraulic fluid and all other potential environmental emergencies.
 - d) **Waste Disposal.**—Identify methods and locations for hazardous and non-hazardous waste handling and disposal.
- 2) Implement and enforce requirements of EPP whenever work takes place at the dam site.

6 FIGURES



Figure 1 - Location of Timiskaming Dams and Long Sault Island.



Figure 2 - General view of Timiskaming Quebec Dam, as seen from downstream.



Figure 3 - General view of Timiskaming Quebec Dam, as seen from upstream.



Figure 4 - View of Quebec Dam looking east from roadway on Long Sault Island.



Figure 5 - Laydown area of the Timiskaming Quebec dam, on Long Sault Island, looking west from dam deck. Photo: J. L. Richards 2012.



Figure 6 - General view of operations deck, looking west from Quebec shore towards Long Sault Island. Photo: MMM

2014.



Figure 7 - Stoplog lifter at Atlas Polar's test facility. Photo: Atlas Polar 2012. The boom currently having problems is at the left in this photo.



Figure 8 - Stoplog lifter (Ontario machine, but Quebec machine is similar) manipulating grate from sluice



Figure 9 - Stoplog lifter (Ontario machine, but Quebec Dam similar) getting ready to pick up a stoplog from the deck.



Figure 10 - East end of stoplog lifter of the Quebec Dam. Photo: Atlas Polar 2012. The boom currently having problems is closest to the camera in this photo.



Figure 11 - Detail of connection between boom and frame. This is a detail of the boom currently having problems.



Figure 12 - Connection between boom and frame of stoplog lifter. Photo: Garage PEM Barrette, 2015.



Figure 13 - Partial view of one of the extension cylinders inside boom. Photo: Garage PEM Barrette 2015.



Figure 14 - Detail of housing on top of booms for hydraulic hose reel and electric cable reel. Photo: Garage PEM Barrette, 2015.



Figure 15 - Hydraulic hose reel on top of boom. Electric cable reel at top right corner of photo. Valves at centre of picture. Photo: Garage PEM Barrette, 2015.



Figure 16 - Hydraulic connections inside boom. Photo: Garage PEM Barrette, 2015.



Figure 17 - Frame of stoplog lifter under construction, before booms were installed. Photo: J. L. Richards 2011.



Figure 18 - Boom being installed at the dam in 2012. Photo: J. L. Richards.



Figure 19 - Control console for stoplog lifter, during construction of 2012. Photo: J. L. Richards.



Figure 20 - Interior of hydraulic power cabinet.



Figure 21 - Stoplog lifter is powered through 600V outlets located at intervals along the railing on the upstream edge of the operating deck. The power cable is plugged into the bottom of these outlets.

7 (IF NEEDED) REQUIREMENTS FOR TRAFFIC CONTROL

7.1 Purpose

- 1) Traffic control is not required, and this section does not apply, unless Contractor’s operations will impede flow of vehicles or pedestrians on the roadway.
- 2) This Section specifies the requirements for temporary traffic control the Contractor must provide during those parts of work on site that do affect traffic flow on roadway.
- 3) The requirements for traffic control and temporary traffic control devices reflect the standards for traffic control devices from the Ministry of Transportation (MTO), Ontario and from the Ministère des Transports du Québec (MTQ).
- 4) The expression “Traffic Control Plan” refers to everything the Contractor must supply and all the work he must perform under the Contract related to traffic control.
- 5) The expression “Provincial Standards” in this SOW means the most recent version of the “Book 7” of the “*Ontario Traffic Manual*” published by the MTO and the “*Signalisation routière*” document, volumes 1 and 2 of the “*Normes - Ouvrages routiers - Tome V*” published by the MTQ, as applicable.

7.2 Specific Standards and Requirements

- 1) Design, supply, install, and maintain all temporary traffic control devices required to properly direct vehicular, pedestrian and cyclist traffic at the worksite at all times.
- 2) Use of traffic control devices must comply with the requirements of this SOW, to which precedence must be given, and with the current terms of the Provincial Standards.
- 3) The Contractor remains responsible at all times for the temporary traffic control devices set up at the worksite.
- 4) Where the requirements of the Provincial Standards contradict or differ from those of this SOW, the most stringent requirements will apply.

7.3 Traffic Control Plan

- 1) **Responsibility.**—The Contractor is responsible for the safety of users travelling through the worksite as well as the health and safety of its employees and all worker on the site
- 2) **Traffic Control Plan**
 - a) Prepare and submit a detailed, comprehensive, Traffic Control Plan applicable to all work on site that impinges on roadway.
 - b) The Traffic Control Plan must include drawings showing all the details for the traffic control devices planned for every traffic scenario considered by the Contractor during the course of work under the Contract.
 - c) The Traffic Control Plan must take into account vehicular traffic and, where applicable, pedestrian and cyclist traffic.
 - d) The Traffic Control Plan must include the following:
 - i) Drawings showing the following:
 - (1) **new temporary traffic control devices** planned for every scenario involving a lane closure, traffic rerouting or traffic contraflow (vehicles, bicycles and pedestrians) that show the new signs, devices, and markings added

- (2) **permanent devices removed or temporarily masked** as well as the minimum requirements for lane width;
 - (3) **rerouted traffic** including, as necessary, the proposed alternative routes and detours or bypasses and signage for users;
 - ii) a **Closure Protocol**, giving dates, schedules and sequence of operations for lane closures and re-openings, as well as for the installation of signs, markings and traffic control devices; and,
 - iii) **restrictions** (including, but not limited to: weight, speed, size).
- 3) Implement plan during all work on site that impinges on roadway.

7.4 **Authorized Lane Closures**

- 1) Lane closures are permitted only in accordance with this SOW and only with prior written approval from the Technical Authority.
- 2) The purposes of applying this table, the following statutory holidays are considered: New Year’s Day, Family Day, Good Friday, Victoria Day, Fête de St.-Jean Baptiste, Canada Day, Ontario Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- 3) **Full Closures.**—Full closures are not permitted.
- 4) **Single Lane Closures**
 - a) Access for pedestrians to cross the bridge must be maintained at all times
 - b) Saturdays, Sundays and holidays: closures are not permitted.
 - c) Single lane closure may be permitted at the following times:
 - i) 30 min after sunrise to 30 min before sunset on Monday to Thursdays, except holidays and days preceding statutory holidays
 - ii) 30 min after sunrise to 12:00 noon on Fridays and on days before statutory holidays.
 - d) All the lanes must be reopened to traffic in accordance with the schedules specified in this SOW. Complete all work, removal of traffic control devices, and have workers leave site to ensure this schedule is respected.
 - e) No extension of these hours will be granted.

7.5 **Team Responsible for Temporary Traffic Control Devices**

- 1) Workers responsible for temporary traffic control devices and traffic control must:
 - a) be at least 18 years of age;
 - b) have received proper training in traffic management and safety during roadway construction work in accordance with provincial regulations; and,
 - c) hold a valid attestation of such training.

7.6 **Installation of Temporary Traffic Control Devices**

- 1) Install traffic control devices in sufficient quantity based on the location and in accordance with the standardized drawings of the Provincial Standards.
- 2) When installing and removing temporary traffic control devices, follow occupational health and safety requirements.
- 3) Fully install all traffic control measures and devices as described in Traffic Control Plan before starting rest of work on site.

7.7 Maintenance of Temporary Traffic Control Devices

- 1) Take the steps necessary to ensure that any traffic control device that is removed, displaced, or damaged during the closure is replaced or reinstalled within thirty (30) minutes of the problem being reported.
- 2) Clean, repair or, as necessary, replace devices to maintain their clarity and reflectivity.

7.8 Removal of Temporary Traffic Control Devices

- 1) Remove temporary traffic control devices in the reverse order of their installation or based on the specific sequence set out in the Traffic Control Plan.
- 2) Thoroughly clean a closed lane before reopening it to traffic.

8 DRAWINGS

The following drawings are available upon request:

- Timiskaming Quebec Stoplog Lifter - General Arrangement
- Hydraulic Schematic
- Electrical Schematic 1
- Electrical Schematic 2
- Right Boom Assembly
- Right Boom Outer Section Detail
- Right Boom Section Detail
- Right Spud Gear Housing Assembly
- Right Trunnion & Boom Assembly
- Middle Boom Section Detail
- Reel Hood Assembly
- Boom Mounting Bracket
- Boom Cylinder Detail 1
- Boom Cylinder Detail 2
- Counterbalance Valve
- Hydraulic Fluid - HLP Synth 46 by Panolin – MSDS
- Hydraulic Fluid - HLP Synth 46 by Panolin - Safety Data Sheet

Annex B - Mandatory Technical Evaluation Criteria

	Mandatory Criteria	Where in the bid can we find the info
MC1	Bidder must have been providing repair services related to the work described in the SOW for at least 3 years within the last 5 years	
MC2	The lead mechanic must have a minimum of two years of experience within the last 5 years, with related type of work described in the SOW	

ANNEX C - Pricing

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

Table 1

TASK	Firm Price
TASK 1 - Preliminary Submittals	
TASK 2 - Remove Boom	
TASK 3 - Inspect Cylinders & Prepare "As-Found Report"	
TASK 5 - Reinstall & Commission Boom	

Table 2

TASK	Shop rate
TASK 4 – Repair Cylinders	

Table 3

	Mark-up (%)
Material and replacement parts	

ANNEX C1 – Evaluation of Aggregate Price

Bids will be evaluated on an aggregate price basis as follows:

1. The sum of the firm prices for all task of Table 1 will determine the subtotal of table 1 **(A)**;
2. the estimated time for evaluation of table 2 multiplied by the shop rate will determine the subtotal of table 2 **(B)**
3. The estimated cost of Material and replacement multiplied by the Mark-up will determine the subtotal of table 3 **(C)**

The sum of A+B+C will Determination the aggregate evaluated price of the bid

Table 1

TASK	Firm Price
TASK 1 - Preliminary Submittals	
TASK 2 - Remove Boom	
TASK 3 - Inspect Cylinders & Prepare "As-Found Report"	
TASK 5 - Reinstall & Commission Boom	

Table 2

TASK	Estimated time for evaluation	Shop Rate
TASK 4 – Repair Cylinders	24h	

Table 3

	Estimated cost of Material and replacement	Mark-up (%)
Material and replacement parts	\$8,000.00	

Note: The estimated time and cost of material and replacement specified are only an approximation of requirements given in good faith for evaluation purposes only and do not represent Canada's actual requirement.

ANNEX D

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);
- Large Value Transfer System (LVTS) (Over \$25M)