



**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**

<b>Title - Sujet</b> Inspection and maintenance of dam g	
<b>Solicitation No. - N° de l'invitation</b> EP168-200124/B	<b>Date</b> 2020-02-20
<b>Client Reference No. - N° de référence du client</b> 20200124	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-652-78502	
<b>File No. - N° de dossier</b> hs652.EP168-200124	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-04-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lafontaine, Raphael	<b>Buyer Id - Id de l'acheteur</b> hs652
<b>Telephone No. - N° de téléphone</b> (613) 296-5030 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
LEFTD - HS Division  
140, O'Connor Street/  
140, rue O'Connor,  
East Tower, 4th Floor/  
Tour Est, 4e étage  
Ottawa  
Ontario  
K1A 0S5

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

This bid solicitation cancels and supersedes previous bid solicitation number EP168-200124/A dated 2019-10-22 with a closing date of 2019-11-14 at 2:00pm.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into six (6) parts plus 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: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex A – Pricing,
- Annex A1- Evaluation of Aggregate Price,
- Annex B - Mandatory Technical Evaluation Criteria
- Annex C - Electronic Payment Instruments,
- Annex D - Task Authorization Form 572, and
- Annex E - Statement of Work dated (2019-12-11)

### **1.2 Statement of Work**

The Department of Public Services and Procurement Canada (PSPC) require a contractor who will provide all labour, sub-contractors, supervision, tools, equipment, and materials required to inspect, maintain, and repair the hoists for nine vertical lift gates at four dams in accordance with the Annex E - Statement of Work dated (2019-12-11), and as described in the Annex A – Pricing.

The period of the contract shall be for three (3) years with number three (3) additional one (1) year option periods.

### **1.3 Security Requirement**

There are no security requirement associated with this requirement.

### **1.4 Trade Agreements**

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).

### **1.5 Comprehensive Land Claims Agreements**

This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest

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Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

### **1.6 Debriefings**

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

### **1.7 epost Connect service**

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](#) (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](mailto: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.

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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, 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) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## 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 (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (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 their bid:

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

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

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

#### Section I: Technical Bid

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

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

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Annex A – 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.

### **3.1.1 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.

### **3.1.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3011T	Exchange Rate Fluctuation	2013-11-06

## **Section III: Certifications**

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

## **Section IV: Additional Information**

### **3.1.3 Best Delivery Date - Bid**

While completion of the work is requested by May 30<sup>th</sup>, 2020, the best completion date that could be offered is \_\_\_\_\_.

### **3.1.4 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.

#### **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 A – 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 A1 – 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 criteria and the financial evaluation criteria to be declared responsive. The responsive bid(s) with the lowest evaluated 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 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 provided 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 property 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 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an

individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared nonresponsive.

### 5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 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.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
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.	

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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 Security Requirement**

There is no security requirement applicable to the contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work dated (2019-12-11).

### **6.3 Work Categories**

#### **6.3.1 Category 1 – Known Work**

Consist of all scheduled activities in accordance with the Statement of Work dated (2019-12-11)

#### **6.3.2 Category 2 – Additional Work Requirement (AWR)**

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. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

### **6.4 Task Authorization**

#### **6.4.1 Task Authorization Process**

- (1) The Technical 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 Technical Authority, within 10 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 Technical 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.

#### **6.4.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$25,000.00  
Applicable Taxes included, inclusive of any revisions.

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

#### **6.4.3 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.

#### **6.4.4 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. 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 fifteen days (15) 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 (contracting authority to edit the text as applicable):

#### **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:**

- 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
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### **6.5 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.

#### **6.5.1 General Conditions**

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

### **6.6 Period of the Contract**

The period of the Contract is from (to be inserted by PWGSC) to (to be inserted by PWGSC) inclusive.

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### 6.6.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.6.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

## 6.7 Authorities

### 6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Raphael Lafontaine  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HS Division  
L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: 613 296-5030  
E-mail address: raphael.lafontaine@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.

### 6.7.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: **(To be inserted by PWGSC)**  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.7.3 Technical Authority

The Technical Authority for the Contract is:

Name: **(To be inserted by PWGSC)**

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 6.7.4 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.8 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.

### 6.9 Payment

#### 6.9.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars as follows:

##### 6.9.1.1 Basis of Payment for Activity 1 - Initial Submittals, Activity 2 - Annual Inspections and Maintenance, Activity 3 - Annual Hoist Certification and Activity 4 - Oil Sampling and Analysis

Firm prices, in accordance with Annex A – Pricing, Table 1, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes Extra.

##### 6.9.1.2 Basis of Payment for Sub-contractors, Materials, and Rented Equipment

Actual laid cost, plus the firm markup, in accordance with Annex A - Pricing, Table 3, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes Extra.

#### 6.9.2 Basis of Payment for Additional Work Requirement (AWR) – Activity 5

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm all-inclusive rates in accordance Table 2 in Annex A – 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 approved, in writing, by the Contracting Authority before their incorporation into the Work

### 6.9.3 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

### 6.9.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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 \$ **(to be inserted 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.

### 6.9.5 Method of Payment – Known Work

Milestone Payments - Not subject to holdback - H3010C (2016-01-18)

### 6.9.6 Schedule of Milestones for Known Work

The schedule of milestones for Known Work, upon which payments will be made in accordance with the Contract, is as follows:

- For the deliverables described in the Statement of Work, Section 5.1 ACTIVITY 1 – Initial Submittals: Upon the Technical Authority's acceptance of final versions of all documentation described: 100% of Firm Price from Table 1 in Annex A – Pricing.
- For the deliverables described in the Statement of Work, Section 5.2 ACTIVITY 2 – Annual Inspections, Maintenance and Certification:
  - Upon Technical Authority's acceptance of final version of annual inspection report: 90% of Firm Price for that year from Table 1
  - Upon Technical Authority's acceptance of the hoist certification: 10% of Firm Price for that year from Table 1

- For the deliverables described in the Statement of Work, Section 5.3 ACTIVITY 3 – Oil Sampling and Analysis: Upon the Technical Authority's acceptance of final versions of all documentation described: 100% of Firm Price from Table 1 in Annex A – Pricing.

## **6.9.7 Method of Payment – Additional Work Requirement**

### **6.9.7.1 Additional Work Requirement – Labor – Firm Hourly Rates**

H1001C (2008-05-12) – Multiple Payment

## **6.9.8 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)

## **6.9.9 Time Verification**

C0711C (2008-05-12) – Time Verification

## **6.10 Certifications and Additional Information**

### **6.10.1 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.

### **6.10.2 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department, apply to and form part of the Contract.

## **6.11 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.

5. Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

7. Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

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

(c) One (1) copy must be forwarded to the consignee.

### 6.12 Applicable Laws

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

### 6.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21);
- (c) Annex A, Statement of Work dated (2019-12-11)
- (d) Annex B, Pricing;
- (e) Annex C, Task Authorization Form 572;
- (f) the Contractor's bid dated To be inserted by PSPC, as amended on To be inserted by PSPC.

### 6.14 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9068C	Government Site Regulations	2010-01-11
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
B1501C	Electrical Equipment	2018-06-21

### 6.15 Insurance

#### 6.15.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the following article 6.15.2 Commercial General Liability Insurance. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.15.2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

**6.16 Cellular Phones, Satellite Phones and/or Pagers**

The Contractor must maintain an uninterrupted communication service. Note that some areas of the contract do not have cellular service.

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone, satellite phone, and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor.

**6.17 Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at Public Works and Government Services Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and Public Works and Government Services Canada.

**ANNEX "A" PRICING**

- Year 1:** The initial period of the Contract is the period from date of the Contract to **to be inserted by PWGSC** inclusive.
- Year 2:** The second year of the Contract is the period from date of the Contract to **to be inserted by PWGSC** inclusive.
- Year 3:** The third year of the Contract is the period from date of the Contract to **to be inserted by PWGSC** inclusive.
- Extended Period Option 1 - Year 4:** The extended period option 1 of the Contract is the period from **to be inserted by PWGSC** to **to be inserted by PWGSC** inclusive.
- Extended Period Option 2 - Year 5:** The extended period option 2 of the Contract is the period from **to be inserted by PWGSC** to **to be inserted by PWGSC** inclusive.
- Extended Period Option 3 - Year 6:** The extended period option 3 of the Contract is the period from **to be inserted by PWGSC** to **to be inserted by PWGSC** inclusive.

**WORK CATEGORY 1: KNOWN WORK**

**Table 1: Pricing Activity 1, 2, 3 and 4**

Activity	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
<b>ACTIVITY 1 - Initial Submittals</b> (ref. SOW Section E5.1)		N/A	N/A	N/A	N/A	N/A
<b>ACTIVITY 2 - Annual Inspections and Maintenance</b> (ref. SOW Section E5.2)						
<b>ACTIVITY 3 - Annual Hoist Certification</b> (ref. SOW Section E5.3)						
<b>ACTIVITY 4 - Oil Sampling and Analysis (1st year only)</b> (ref. SOW Section E 5.4)		N/A	N/A	N/A	N/A	N/A

**WORK CATEGORY 2: ADDITIONAL WORK REQUESTS**

**Table 1: Pricing Activity 4 – Repair – Task Authorizations**

**Labour**

- 1) Canada will pay the Contractor for the actual hours work performed by each labour category.
- 2) The labour categories are defined as follows:
  - a) “Professional Engineers” are engineers holding a license from Professional Engineers Ontario.
  - b) “Trades” is employment requiring Certificate of Qualification acquired through an apprenticeship; examples include electricians and millwrights
  - c) “Skilled Labour” is employment requiring experience and specialized training; examples include hoist inspectors, hoist technicians, welding inspectors, and non-destructive testers
- 3) The hours are defined as follows:
  - a) “Regular Hours” is Monday through Friday, 8:00 to 16:00
  - b) “Evenings and Saturdays” is work done Monday through Friday outside the hours defined as regular hours, and all work done on a Saturday
  - c) “Sundays and Statutory Holidays” is work done on a Sunday or a day which is a Statutory Holiday in the province of Ontario
- 4) For the cost of labour within the work of *ACTIVITY 5 - Repairs*, the following firm hourly rates apply

a) **Regular Hours:**

Labour Category	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Professional Engineers						
Trades						
Skilled Labour						

b) **Evenings and Saturdays:**

Labour Category	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Professional Engineers						
Trades						
Skilled Labour						

c) **Sundays and Statutory Holidays:**

Labour Category	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Professional Engineers						
Trades						
Skilled Labour						

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**Table 3: Pricing - Sub-Contractors, Materials, and Rented Equipment**

	All Years
Mark-up on sub-contractors, materials, and rented Equipment	

**ANNEX A1 – EVALUATION OF AGGREGATE PRICE**

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

- a) The sum of the firm prices for Known Work (Activities 1, 2, 3, and 4) of Table 1 will determine sub-total (A)
- b) The estimated time for evaluation of Tables 2 through 10 inclusive for all categories of labour multiplied by the appropriate firm hourly rate will determine sub-total (B) of Table 11;
- c) The estimated cost of sub-contractors, materials, and rental equipment, multiplied by the mark-up of Table 12 will determine sub-total (C);

**The sum of sub-totals (A) + (B) + (C) will determine the aggregate evaluated price of the Bid (Table 13).**

**KNOWN WORK**

**Table 2: Known Work (Firm Price)**

Activity	FIRM PRICE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
<b>ACTIVITY 1 - Initial Submittals</b> (ref. SOW Section E5.1)	\$ _____	N/A	N/A	N/A	N/A	N/A
<b>ACTIVITY 2 - Annual Inspections and Maintenance</b> (ref. SOW Section E5.2)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>ACTIVITY 3 - Annual Hoist Certification</b> (ref. SOW Section E5.3)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>ACTIVITY 4 - Oil Sampling and Analysis</b> (ref. SOW Section E 5.4)	\$ _____	N/A	N/A	N/A	N/A	N/A

**SUB-TOTAL (A) = SUM OF ALL CELLS IN TABLE 1 = \$ \_\_\_\_\_**

**ADDITIONAL WORK REQUESTS**

**Labour (Firm Hourly Rates)**

**Table 3: Professional Engineers (Regular Hours)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	80 hrs	80 hrs	80 hrs	80 hrs	80 hrs	80 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Professional Engineers (Regular Hours)						\$ _____

**Table 4: Professional Engineers (Evenings & Saturdays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Professional Engineers (Evenings and Saturdays)						\$ _____

**Table 5: Professional Engineers (Sundays & Statutory Holidays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Professional Engineers (Sunday & Stat. Hols.)						\$ _____

**Table 6: Trades (Regular Hours)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	200 hrs	200 hrs	200 hrs	200 hrs	200 hrs	200 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Trades (Regular Hours)						\$ _____

**Table 7: Trades (Evenings & Saturdays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	20 hrs	20 hrs	20 hrs	20 hrs	20 hrs	20 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Trades (Evenings & Saturdays)						\$ _____

**Table 8: Trades (Sundays & Statutory Holidays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal Trades (Sunday & Stat. Hols.)						\$ _____

**Table 9: Skilled Labour (Regular Hours)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	100 hrs	100 hrs	100 hrs	100 hrs	100 hrs	100 hrs

Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal	Skilled Labour (Regular Hours)					\$ _____

**Table 10: Skilled Labour (Evenings & Saturdays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	20 hrs	20 hrs	20 hrs	20 hrs	20 hrs	20 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal	Skilled Labour (Evenings & Saturdays)					\$ _____

**Table 11: Skilled Labour (Sundays & Statutory Holidays)**

	FIRM HOURLY RATE					
	Year 1	Year 2	Year 3	Option 1 Year 4	Option 2 Year 5	Option 3 Year 6
Firm hourly rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Estimated Hours for evaluation purposes only	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs	10 hrs
Extended Price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal	Skilled Labour (Sunday & Stat. Hols.)					\$ _____

**Table 12: Calculation of Subtotal (B) for Labour**

Professional Engineers - Regular Hours - From Table 2	\$ _____
Professional Engineers - Evenings & Saturdays - From Table 3	\$ _____
Professional Engineers - Sunday & Stat. Hols. - From Table 4	\$ _____
Trades - Regular Hours - From Table 5	\$ _____
Trades - Evenings & Saturdays - From Table 6	\$ _____
Trades - Sunday & Stat. Hols. - From Table 7	\$ _____
Skilled Labour - Regular Hours - From Table 8	\$ _____
Skilled Labour - Evenings & Saturdays - From Table 9	\$ _____
Skilled Labour - Sunday & Stat. Hols. - From Table 10	\$ _____
<b>SUB-TOTAL (B) = sum of above =</b>	<b>\$ _____</b>

**Sub-contractors, Materials, and Rented Equipment**

**Table 13: Sub-total (C) for Sub-Contractors, Materials, and Rented Equipment**

Estimated cost of sub-contractors, materials, and rental equipment (for evaluation purposes only)	\$100,000
Mark-up on Sub-contractors, Materials, and Rented Equipment	_____ %
SUB-TOTAL (C) = product of above =	\$ _____

**EVALUATION PRICE**

**Table 14: Aggregate evaluated price of the bid**

Sub-Total (A) from Table 1 =	\$ _____
Sub-Total (B) from Table 11 =	\$ _____
Sub-Total (C) from Table 12 =	\$ _____
Evaluated Price = sum of above =	\$ _____

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 B - MANDATORY TECHNICAL CRITERIA**

The contractor must provide documentation and demonstrate in the offer that their proposed bid meets each and every criteria. Failure to provide supporting documentation may result in the contractor being deemed non-responsive.

#	Mandatory Technical Criteria	Bidder's Response
		Demonstrated and identified supporting documentation (Contractor to insert data and page number)
MTC1	<p><b>Team Identification</b> — The Contractor may not subcontract everything, and simply act as a project manager for the whole exercise. The Bidder firm must itself provide one or more of the following services for the project:</p> <ul style="list-style-type: none"> <li>• inspection of gate hoists by inspectors meeting qualifications of CSA B167</li> <li>• repair of gate hoists by personnel meeting qualifications of CSA B167</li> <li>• engineer's certification of gate hoists to O. Reg. 851</li> </ul> <p>Bidder must indicate which of these services it intends to provide and which (if any) it intends to provide using subcontractors.</p>	
MTC2	<p><b>Hoist Inspection - Firm's Experience</b> — Firm employing the hoist inspectors must have inspected and certified a minimum five (5) overhead cranes since 2014 that are similar to the hoists of this project. Ideally, these would be hoists for vertical lift gates at dams, but other overhead bridge cranes of minimum 5-ton capacity are considered equivalent.</p> <p>Bidders must provide project information for these inspections, including:</p> <ul style="list-style-type: none"> <li>• type and hoisting capacity of lifting apparatus inspected,</li> <li>• client contact information (Canada may contact the clients to confirm the information provided).</li> </ul> <p><u>NOTE:</u> It is not necessary to submit technical qualifications and proof of health &amp; safety training for individual inspectors at the Bidding stage, but will be required as</p>	

	part of the submittals of Activity 1 of the Contract.	
MTC3	<p><b>Technical Qualifications – Engineering.</b>—Firm must employ, or have under subcontract, a Professional Engineer who is licensed to practice in Ontario and who has a minimum of five (5) years' experience inspecting certifying lifting apparatus O. Reg. 851 requirements for lifting apparatus.</p> <p>Bidders must provide the proposed engineer's résumé proving compliance with this requirement.</p> <p>In the case the Bidder will be subcontracting for this service, the Bidder must <u>also</u> provide a letter from the intended subcontractor indicating that if the Bidder is awarded the contract, that the proposed subcontract firm will enter a contract with the Bidder to provide the services indicated.</p>	

Solicitation No. - N° de l'invitation  
EP168-200124/B  
Client Ref. No. - N° de réf. du client  
EP168-200124

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

Buyer ID - Id de l'acheteur  
hs652  
CCC No./N° CCC - FMS No./N° VME

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### **ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts 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)

Solicitation No. - N° de l'invitation  
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hs652  
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## **ANNEX D - TASK AUTHORIZATION FORM 572**

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## Task Authorization Autorisation de tâche

**Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization**  
*(Use form DND 626 for contracts for the Department of National Defence)*

**Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche**  
*(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)*

**Contract Number**

Enter the PWGSC contract number.

**Numéro du contrat**

Inscrire le numéro du contrat de TPSGC.

**Contractor's Name and Address**

Enter the applicable information

**Nom et adresse de l'entrepreneur**

Inscrire les informations pertinentes

**Security Requirements**

Enter the applicable requirements

**Exigences relatives à la sécurité**

Inscrire les exigences pertinentes

**Total estimated cost of Task (Applicable taxes extra)**

Enter the amount

**Coût total estimatif de la tâche (Taxes applicables en sus)**

Inscrire le montant

**For revision only**

**Aux fins de révision seulement**

**TA Revision Number**

Enter the revision number to the task, if applicable.

**Numéro de la révision de l'AT**

Inscrire le numéro de révision de la tâche, s'il y a lieu.

**Total Estimated Cost of Task (Applicable taxes extra) before the revision**

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

**Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision**

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

**Increase or Decrease (Applicable taxes extra), as applicable**

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

**Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu**

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

**1. Required Work: Complete sections A, B, C, and D, as required.**

**1. Travaux requis : Remplir les sections A, B, C et D, au besoin.**

**A. Task Description of the Work required:**

Complete the following paragraphs, if applicable.  
Paragraph (a) applies only if there is a revision to an authorized task.

**A. Description de tâche des travaux requis :**

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a révision à une tâche autorisée.

(a) Reason for revision of TA, if applicable:  
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

---

**B. Basis of Payment:**

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

**C. Cost of Task:****Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

**Option 2:**

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

**D. Method of Payment**

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

**B. Base de paiement :**

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

**C. Coût de la tâche :****Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

**Option 2 :**

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

**D. Méthode de paiement**

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

---

**2. Authorization(s):**

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

**3. Contractor's Signature**

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

**2. Autorisation(s) :**

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat . Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

**3. Signature de l'entrepreneur**

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

---



## 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

No - Non     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 - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

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.

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.

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.

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

Solicitation No. - N° de l'invitation  
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EP168-200124

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File No. - N° du dossier

Buyer ID - Id de l'acheteur  
hs652  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX E - STATEMENT OF WORK**

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ANNEX E  
STATEMENT OF WORK

In-Service Support for Gate Hoists at Various Dams

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## **E1. SCOPE SUMMARY**

The Contractor will provide all labour, sub-contractors, supervision, tools, equipment, and materials required to inspect (mechanical, electrical, and structural inspections), maintain, and repair the wire rope hoists for nine vertical lift gates at four dams, and to certify them annually as being safe for purpose under O. Reg. 851 paragraph 51.

## **E2. SECURITY REQUIREMENT**

The Contractor will not have access to the Government computer system or to Protected or Classified information.

Therefore, there is no security requirement for this contract.

## **E3. BACKGROUND**

### **E3.1 Objective**

Canada owns and operates the four dams which are the subject of this contract:

- French River Dams:
  - Portage Dam (three gates)
  - Big Chaudière Dam (three gates)
  - Little Chaudière Dam (two gates)
- Latchford Dam (one gate)

The dam gates are operated by Crown employees to regulate water through the dams.

Canada wants this equipment to be inspected and maintained such that it is safely and reliably available for use when needed, certified regularly, and repaired as required, by qualified tradesmen.

### **E3.2 Project Constraints**

- 1) **Weather.**—The weather is unpredictable and water control requirements may impinge on planned work. Confirm 5 days ahead of planned visits to ensure that there are minimal foreseen water control problems; in case there are, be prepared to reschedule to suit water control operations.
- 2) **Operating gates.**—Some portions of vertical lift gate inspection require moving the gate and releasing water. Only Damkeepers are authorized to make gates move; hence, do work which requires gate movements only in the presence of Damkeepers. Contractor is not to operate gates. Depending on time of year and the water conditions at that time, it could be that gates cannot be kept open or closed for more than a few hours; hence, coordination with the Water Control Engineer (via the Technical Authority) is essential before going on site.
- 3) **Designated substances.**—The only known designated substance that the Contractor may come in contact with during the course of this Contract is the paint on the Portage and Little Chaudière Dams which contain lead. The paint is not expected to be disturbed during the work of this contract.
- 4) **Proactive Inspections and Maintenance.**—Vertical lift gates are key equipment in a water management system and must be reliable. Use proactive maintenance strategies and identify areas for attention in order to anticipate and avoid future breakdowns and need for repair at awkward and inconvenient times (i.e. be aware of underlying equipment condition, anticipate potential failures, and identify root causes of problems before they develop).

### **E3.3 List of Equipment**

The following is the list of equipment to be inspected, maintained, and repaired in this Contract.

Data in this inventory is deemed as accurate as possible on the basis of documentation on hand at time of writing this Statement of Work; Contractor to inform Technical Authority of errors noted to allow for corrections in the future.

### **E3.3.1 Portage Dam**

- 1) **NOTE: There is no cell phone service in the area of this dam.**
- 2) **Location.**—Portage Dam is located where Lake Nipissing discharges into a branch of the French River. The dam is adjacent to the Okikendawt Generating Station and access to the dam is across the intake bridge for this dam. Portage Dam is the closest dam to the French River dam office. See Figure 1 for a map showing location.
- 3) **Description.**—The Portage Dam has three sluices, all of which are fitted with gates and wire rope hoists at the dam deck level. The gates and hoists were built by Linita Welding Ltd. in 1992. Manuals and some shopdrawings are available.
  - a) **Hoist rated capacity.**—178.15kN with maximum normal lifting force of 119.03kN and lifting and lowering speeds of 0.4 m/min.
  - b) **Electric gear motor.**—*Make:* Flender Himmel. *Type:* TEFC, capacitor start, capacitor run, brake motor, 240V, 1 $\phi$ , 12A, 60Hz, 3-hp, 1740rpm, start capacitor 100  $\mu$ F, run capacitor 30  $\mu$ F. *Brake:* DC operated disc brake, coil 98Vdc, 133 lb-in.
  - c) **Manual Override.**—This mechanism is used by Damkeepers if the motors fail and is used by the operators of the Okikendawt GS overnight and on weekends as necessary. This consists of an electric drill driving the motor through a gear mechanism (see Figure 16).
  - d) **Wire Rope.**—Installed new as of fall 2016 are wire rope slings,  $\frac{3}{4}$  inch diameter galvanized wire rope of 6x36 IWRC construction, EIPS 58,800 pounds nominal breaking force. The wire rope lubricant is Vitalife Bio Lube.
- 4) **Gate heaters.**—There are no gate heaters at Portage Dam.
- 5) **Gain heaters.**—Each gain at the Portage Dam is fitted with three electric resistance heaters placed in tubes which are themselves embedded in the concrete around the gins. The tubes date to original construction, but the heaters were only fitted in 2014. The heaters are turned on and off with simple switches. The general particulars for the gain heaters are as follows:
  - a) **Make and Model.**—*Make:* Caloritech by CCI Thermal Technologies Inc. *Model:* MXS5472-01. 240V, 1 $\phi$ , 1.5kW.

### **E3.3.2 Big Chaudière Dam**

- 1) **NOTE: There is no cell phone service in the area of this dam.**
- 2) **Location.**—Big Chaudière Dam is located where Lake Nipissing discharges into a branch of the French River (see Figure 1). The dam consists of two structures, one on each side of a spit of land, and called the North and South Dams. The North Dam has two sluices; the South Dam has one sluice.
- 3) **Description.**—Each of the three gates has with motor, gearbox, and two-drum wire rope hoist machine which is fitted at the dam deck level inside enclosures. The hoists were built by SMAK Industries and the gates were built by Carboneau Group in 2015-2016. Manuals are available.
  - a) **Both Dams – Power Supply.**—240V, 1 $\phi$
  - b) **North Dam.**—Two gates by Carboneau Group, each with 9 metric tonne capacity hoist by SMAK model PASK 9.0-0.41-0.46-4.2. The hoist motor is 1.5hp, 240V, 1 phase 60Hz. The wire rope is "Python Compact 35", right lay, 35x7 construction, 11 mm dia. galvanized steel. Hoisting speed:  $\pm 0.45$ m/min. Gate position determined by a rotary encoder on the drum shaft and displayed on two digital readout screens, one at the dam deck control panel and one in the maintenance building.

- c) **South Dam.**—One gate by Carbonneau Group, with 13.4 metric tonne capacity hoist by SMAK, model PASK 13.5-0.41-0.46-8.5. The hoist motor is 2hp, 240V, 1 phase, 60Hz. The wire rope is "Python Compact 35", right lay, 35x7 construction, 14mm dia. galvanized steel. Hoisting speed  $\pm 0.45$ m/min. Gate position determined by a rotary encoder on the drum shaft and displayed on two digital readout screens, one at the dam deck control panel and one in the maintenance building.
- 4) **Gate Bubbler System.**—The gates are fitted with a bubbler system on the upstream side. This device does not form part of this contract.
- 5) **Gain Heaters.**—One electric resistance heater is fitted at each of the gate gains. They are controlled by thermostats located in the electrical building on site.
  - a) **Power supply.**—240Volt, 1 $\phi$  at both dams
  - b) **South Dam—Make:** Caloritech. **Model:** MSX24250-01. Power 8 W/in = 2.75 kW total; length 8992mm
  - c) **North Dam.—Make:** Caloritech. **Model:** MSX12211-157. Power 8 W/in = 1.875 kW total; length 5865mm.

### **E3.3.3 Little Chaudière Dam**

- 1) **NOTE: This dam is only accessible from the water. It is about a 40 minute ride in a motorboat from Dokis, Ontario. There is no power on site. There is no cell phone service in the area of this dam.**
- 2) **Location.**—The Little Chaudière Dam is located where Lake Nipissing discharges into a branch of the French River (see Figure 1)
- 3) **Description.**—The Little Chaudière Dam has two sluice dam each fitted with its own wire rope drum hoist located at the dam deck level. The gates and hoists were built by in 1995-1996. A manual, but no shop drawings, are available for the gates and hoists of dam, which is of generally similar construction to the Portage Dam.
  - a) **Power Supply.**—None. Gates are operated only via the backup mechanism.
  - b) **Motor.**—Electrical characteristics not relevant, as motor is not powered.
  - c) **Gearbox.**—Enclosed reduction gearbox.
  - d) **Manual Override Gearbox.**—This consists of an electric drill driving the motor through a gear mechanism (same as Portage Dam, see Figure 16).
  - e) **Wire Rope.**—Installed new as of fall 2016 are wire rope slings,  $\frac{3}{4}$  inch diameter galvanized wire rope of 6x36 IWRC construction, EIPS 58,800 pounds nominal breaking force. The wire rope lubricant is Vitalife Bio Lube.
- 4) **Gate & Gain Heaters.**—None.

### **E3.3.4 Latchford Dam**

- 1) **NOTE: At this dam, cellular telephone service is available only through Bell and its partner networks.**
- 2) **Location.**—Latchford Dam is located as shown in Figure 2. It is located where Bay Lake discharges into the Montreal River, which is a tributary to Lake Timiskaming on the Ontario side. The dam is within the town of Latchford, Ontario.
- 3) **Description.**—One sluice of the Latchford Dam is controlled by a vertical lift gate built by Les Industries Rouby Inc. in 2016. Maintenance manual and drawings for the gate and hoist are available. The other sluices at the dam are controlled by stoplogs and do not form part of this Contract.

- 4) **Gate.**—The gate weights 32,668 lbs.
- 5) **Hoist.**—The gate hoist is located at deck level inside an enclosure. It is operated from a control panel on the dam deck in normal, maintenance, or emergency modes. Although it does not travel, the hoist was designed to DNV *Lifting Appliances*, and CMAA 70-2010 *Specification for Top Running Bridge and Gantry Type Multiple Girder Electric Overhead Traveling Cranes*. The general particulars of the hoist are as follows:
  - a) **Power supply.**—600V, 3 $\phi$
  - b) **Enclosure heaters.**—*Make:* Reznor. *Model:* EHL. *Size:* 1000W.
  - c) **Motor.**—*Make:* Bonfiglioli. *Model:* BN 112 M. 3 $\phi$ , 346/600Vac, 60Hz, 1.8kW. Integral motor brake: spring applied, solenoid released shoe brake interconnected to motor control wiring circuit.
  - d) **Worm gear reducer.**—*Make:* Bonfiglioli. *Model:* VF 185 15. *Oil:* Shell Omala S4 WE synthetic oil.
  - e) **Epicyclic gear reducer.**—*Make:* Bonfiglioli. *Model:* 315 L3 241. *Oil:* Shell Omala S4 WE synthetic oil.
  - f) **Hoist brake.**—*Make:* Mayr. *Model:* ROBA-stop®-M. *Size:* 100.
  - g) **Wire rope.**—6x36 WS+IWRC, 22mm diameter, galvanized
- 6) **Gate and Gain Heaters.**—The gate is heated with a series of nine (9) electric resistance heaters. The gains are fitted with three electric resistance heaters, one on the upstream side and two on the downstream side of the gate. The general particulars of the heaters are as follows:
  - a) **Heater make & model.**—Flanged immersion heaters by Buchan Electric Heating Devices Inc. These consist of multiple tubular heaters formed into hairpin shape and welded or brazed to flanges. Heater element bundle 3" size, 6 elements each. Flange outside diameter 7 1/2". Terminal box: NEMA 4 with 3" dia. flange.
  - b) **Power supply.**—Supplied through a 600Vac two-conductor mineral insulated cables. *Make:* Thermon. *Model:* MIQ-60E1H-2S 5.8mm diameter, 19.7 $\Omega$ /m resistance.

## **E4. GOVERNING DOCUMENTS**

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

### **E4.1 Legal and Regulatory**

- 1) *Workplace Hazardous Materials Information System* (WHMIS 2015)
- 2) *Occupational Health and Safety Act* (R.S.O. 1990, c. O.1)
- 3) O. Reg. 224/07 *Spill Prevention and Contingency Plans*
- 4) O. Reg. 347 *General - Waste Management*, as amended
- 5) O. Reg. 490/09 *Designated Substances*
- 6) R.R.O. 1990, Reg. 360 *Spills*
- 7) O. Reg. 851 *Industrial Establishments*
- 8) *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, R.R.O. 1990; Reg. 1101 *First Aid Requirements*

### **E4.2 Codes, Standards, and Best Practice Documents**

- 1) Use the latest version of all standards.
- 2) In the event of a conflict between the contents of this document and the applicable portions of the referenced documents, inform the Technical Authority of the differences and request a resolution.

- 3) The gate hoists most closely resemble the equipment described in ASME B30.7 *Winches*, and the Contractor must check them for conformity at least against that standard.

*Table 1 - List of Codes and Standards*

Document Number	Document Title
ASME B30.7	Winches
CAN/CSA C22.1	Canadian Electrical Code, Part 1
CSA C22.2 No. 33	Construction and Test of Electric Cranes and Hoists
CAN/CGSB-48.9712-2014	Non-destructive testing - Qualification and certification of NDT personnel
CSA W59-13	Welded steel construction (metal arc welding).
CSA W178.1	Certification of Welding Inspection Organizations
CSA W178.2	Certification of Welding Inspectors
CAN/CSA Z460	Control of hazardous energy - Lockout and other methods
CAN/CSA Z462	Workplace electrical safety
OESC	Ontario Electrical Safety Code

### E4.3 Internal Documents

The Technical Authority will provide copies to the Contractor via the Contractor’s FTP site. The following documents are available only in the languages indicated:

*Table 2 - List of Internal Documents*

Dam	Document Title	Language
Latchford	Single Line Electrical Diagrams	Bilingual
	Manual for vertical lift gate, by Rouby	French only
	Gate and gain heating system’s controls	French only
Big Chaudière	Single Line Electrical Diagram	Bilingual
	Manual for vertical lift gate, hoist, and de-icing system, by Groupe Carbonneau Group and SMAK	Mostly English, French appears occasionally
Portage	Single Line Electrical Diagram	Bilingual
	O&M manual for vertical lift gate and hoist, by Linita Manufacturing, updated to reflect recent modifications	English only
Little Chaudière	O&M manual for vertical lift gate and hoist, by Linita Manufacturing, updated to reflect recent modifications	English only

## E5. TECHNICAL REQUIREMENTS

### E5.1 ACTIVITY 1 - Initial Submittals

- 1) Submit the following preliminary documentation no later than 7 calendar days after Award:
  - a) **Project Manager’s** name and contact information (ref. Section E6.1.1 of this SOW)
  - b) Contact information for **24/7 Answering Service** (ref. Section E6.1.2 of this SOW)
  - c) **Qualifications** of individual technical personnel (ref. Section E6.1.3 of this SOW).
    - i) Whenever there are personnel changes during the contract, submit updated information.
  - d) **Health and Safety Submittals** (ref. Section E6.4.3 of this SOW)
  - e) **Environmental Protection Plan** (ref. Section E6.5.2 of this SOW)
  - f) **Inspection checklists** to be used during the contract (ref. Section E5.2.1 of this SOW)
- 2) Technical Authority will review and comment on submittals. Contractor must revise and resubmit as needed.

This process will continue until acceptable submittals have been made.

- 3) Contractor may not go on site until acceptable submittals have been received.

## **E5.2 ACTIVITY 2 - Annual Inspections and Maintenance**

### ***E5.2.1 Initial Submittal***

Submit a proposed checklist for the inspections at each dam as part of the initial paperwork of Activity 1. This checklist must include, but need not be limited to, those components described in Section A5.2.

### ***E5.2.2 Scheduling***

- 1) Inspections are to take place as soon as possible after spring freshet (i.e. in late June to mid-July), in order to allow maximum time for making repairs, if required, during the good weather season.
- 2) Except in special cases to be identified by Technical Authority if any arise, inspections are to take place between 8 AM and 4 PM Monday through Friday to suit normal hours of work for Damkeepers.
- 3) The total duration of fieldwork on site related to all the inspections must take place over a maximum of three days to minimize effects on normal work of Damkeepers.

### ***E5.2.3 Annual Hoist Inspections***

- 1) Annual inspections are detailed, hands-on examination of the gate hoists, closely and critically viewing all structural, mechanical, and electrical features of the hoists to ascertain their condition and identify defects that would impair their ability to operate safely and reliably.
- 2) Inspection must be in sufficient detail to assess the capability of the hoist for certification to O. Reg. 851 and must include structural, mechanical, and electrical condition assessment
- 3) Components of the hoist system that are to be inspected and maintained are from the power supply, through controls, motors, gearboxes, shafts, bearings, wire rope drums, and wire rope including connection to gates. Inspection must include frame of hoist and its connection to the dam deck. Inspection and maintenance also includes gate wheels.
- 4) Scope of inspections: to O&M Manuals, to requirements of ASME B30.7, to this Statement of Work, and to best practices for this type of equipment.
  - a) Perform operational tests through the full range of motion. Check that the limit switches are functioning properly and make any necessary adjustments or recommend replacements.
  - b) Undertake NDT of hoist frames in the first year; visual welding inspection thereafter unless condition indicates otherwise.
  - c) At gates with position display screens (Latchford, Big Chaudière), verify accuracy of gate position encoders by actually measuring the gate opening; adjust rotary encoders if required.
  - d) Check resistance of motor's rotor and stator windings. Change all capacitors for new ones. Check and adjust hoist motor brake shoe, check for correct operation of solenoid, check all springs, observe closely the shaft at keyways. Monitor voltage and current fluctuations in motors during gate operation with an instrument that will provide a graph to be included in the report.
  - e) Damkeepers undertake regular (approximately monthly, but varies with equipment) inspections and maintenance of these devices (primarily lubrication). Therefore, at each inspection, discuss with Damkeepers all observations they have made during their work.
- 5) For all defects found during inspections, conduct troubleshooting sufficient to determine cause for equipment malfunction and to establish the scope of necessary repairs.
- 6) If defects render the hoist unable or unsafe to operate, immediately tag the equipment with "DO NOT USE" and advise the Technical Authority and the Damkeepers by telephone.

***E5.2.4 Annual Hoist Maintenance***

- 1) Annual maintenance consists of proactive maintenance functions (such as but not limited to: lubrication, verification and/or adjustment of oil levels, and the replacement of worn parts before failure occurs). This may include disassembly, cleaning, adjustment, and re-assembly of an item or component.
- 2) Scope of annual maintenance is from O&M Manuals, this Statement of Work, and best practices for this type of equipment.
- 3) After inspection and maintenance work is complete, restore the systems to their original operational state.
- 4) Dispose of all wastes as required by local authorities having jurisdiction and the accepted Environmental Protection Plan. Hazardous waste includes but is not necessarily limited to lubricants, filters, solvents, dirty rags, etc.

***E5.2.5 Annual Heater Inspection & Maintenance (Not Applicable at Little Chaudière Dam)***

- 1) Check electrical connections, apply dielectric grease, and tighten as required.
- 2) Check actual operation of all heaters (gate and gain) and proper functioning of controls and all indicator lights.
- 3) Check Latchford's heater operation over internet, when this becomes possible to do (internet may arrive at Latchford at some point during this contract; Technical Authority will advise).

***E5.2.6 Reporting Requirements***

- 1) Submit separate reports for each dam site, which would include information on all equipment inspected at that dam. Divide report by machine and subdivide by system.
- 2) If applicable, report must make recommendations for repair of defects and include an all-inclusive cost estimate for parts, labour, and special equipment rentals required to effect repairs as well as delivery time estimate for parts. This information will be used in the preparation of Additional Work Requests (AWR) for repairs through the Task Authorization process.
- 3) Report may also include items that, in the professional opinion of the inspector, would improve the reliability or longevity of the equipment, again including a priority and a cost estimate or cost range.
- 4) **Deadline.**—Within 20 days of on-site work, submit a signed detailed inspection report to the Technical Authority. Submit in PDF format via email or FTP site to Technical Authority's email.
- 5) **Language.**—Reports may be submitted in either English or French, or even a combination of languages, e.g. electrical information in one language and mechanical information in the other language, etc.
- 6) **Acceptance Criteria for Reports**
  - a) Report must use a clear and consistent terminology to describe which piece of equipment is being discussed.
  - b) Photographs and sketches must be sufficient to describe all defects found, their severity and implications, and all repairs recommended. Sketches may be neatly hand-drawn; CAD is not a requirement.
  - c) Correct and grammatical English and/or French must be used and the entire report must be understandable.
  - d) Incomplete, unclear, poorly organized, poorly spelled, and ungrammatical reports will be returned to the Contractor for remedial editing at the Contractor's expense as often as necessary until a good report is produced.

### **E5.3 ACTIVITY 3 - Annual Hoist Certification**

- 1) Certify annually that lifting equipment meets the requirements of Ontario Regulation 851 paragraph 51.
- 2) Professional Engineer must date, sign, and seal the certification.
- 3) Provide a separate written certification for each piece of lifting equipment, either with the inspection report or (if certification cannot be given until certain defects are rectified) after repairs.

### **E5.4 ACTIVITY 4 - Oil Sampling and Analysis**

- 1) Intent of oil testing is to ensure that gearbox oils are changed when needed (and only when needed) as well as to monitor the condition of the machinery itself.
- 2) In the first year only, take oil samples from each enclosed gearboxes and send for testing to at least the following: acidity (pH), water, wear metals.
- 3) Provide a report analyzing the results and making recommendations about the gearboxes on the basis of the contaminants found, consider using a condition-based approach to change intervals.

### **E5.5 ACTIVITY 5 - Repairs**

- 1) Repairs can be needed either as a result of defects found during inspections or as a result of in service breakdowns. Repairs will be treated as Requests for Task Authorization (RTA).
- 2) Provide all tools, materials, labour, supervision, and personal protective equipment required to undertake repairs. Provide all equipment necessary for access to repair areas.
- 3) **Time requirements.**—Time window for repairs will depend on the water flow conditions at the time of breakdown. Generally, the Technical Authority would like to see non-urgent repairs completed within 7 calendar days lest the risk of flooding before unacceptably high. At certain times of the year, when weather conditions so dictate, repairs may be required within 24 hours. Technical Authority will indicate time window in the RTA memo.
- 4) **Backup Plan.**—During conditions of high river flows, a backup plan for operating the gates may be required. Technical Authority will advise if this is the case at the time of issuing the RTA. Be prepared to provide alternative gate operations (e.g. use of mobile crane, etc.) to allow water control operations to proceed during downtime.
- 5) **Permits.**—Permits may be required for some types of repairs (e.g. Ontario Electrical Safety Authority (ESA) involvement for electrical work, etc.). Whenever such cases occur, the Contractor must pay all fees and obtain all permits before starting Work. Provide authorities with plans and information for acceptance certificates. Submit certificates from Authority Having Jurisdiction as evidence that Work done meets their requirements.
- 6) **Protection.**—Ensure persons and property are protected from accidents or damage during repair work. This includes taking safety and fire protection measures as described in national and provincial codes and standards and measures prescribed by Authorities Having Jurisdiction.
- 7) **Parts.**—Use only new parts and materials used in effecting repairs must be new and as recommended by the OEM for the equipment in question. Replacement parts shall, where possible, be obtained from the original equipment manufacturer. Where this is not possible, replacement parts shall meet or exceed the original equipment manufacturer's specifications. Verify proper function of replacement parts before hoist is returned to service.
- 8) **Electrical**
  - a) Under normal conditions, the Technical Authority will allow Contractor to use the 120V service when this is available at the dam deck. In times of power outage, or if this is insufficient, and for all work at the Little Chaudière Dam, the Contractor must provide portable generators as required.
  - b) Electrical products shall be approved by Canadian Standards Associations (CSA) and bear CSA label. Alternatively, where a product does not bear a CSA label, arrange for approval in writing by authority

- having jurisdiction. For all repair work, all new parts/equipment must be provided with a Certificate of Origin from the Manufacturer for validation of authenticity.
- c) Record those electrical repairs which requiring Electrical Safety Authority (ESA) involvement in the electrical log book (a separate log book for this work), as well as in the main equipment log book.
  - 9) Should a need arise which requires OEM involvement with such equipment, liaise with OEM as required and ensure the Work is completed in conformity with OEM requirements.
  - 10) Repairs to load bearing components must be certified by a professional engineer or the original equipment manufacturer as having returned the component to a condition capable of carrying out its original design function with an adequate margin of safety.
  - 11) **Testing.**—Upon completion of repairs, undertake at minimum whatever other tests are required to prove that the repair has been effective.
  - 12) **Housekeeping.**—Leave the dam and work areas clean upon completion of work each day. Provide lockable offsite storage for all tools, materials, and equipment as necessary. Dispose of rubbish and waste materials off-site in accordance with local requirements for waste disposal.
  - 13) **Report.**—Upon completion of work, provide to the Technical Authority a written Service Report describing all work performed, number of hours on site, parts replaced, testing done, and all additional charges.

## **E6. ADMINISTRATIVE REQUIREMENTS**

### **E6.1 Contractor's Team**

#### **E6.1.1 Project Manager**

Appoint a 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 the Technical Authority.

#### **E6.1.2 Answering Service**

- 1) Maintain an answering service (24 hours a day, 7 days a week).
- 2) Response time to calls for urgent repair service must be such that a team of technicians can be on-site at the dam within 24 hours.

#### **E6.1.3 Technical Personnel**

- 1) Have on staff, or provide under sub-contract, all the skills required to perform work of this contract.
- 2) Contractor is responsible for selecting the mix of skills required to complete any given service, keeping in mind the need to comply with statutory and regulatory requirements. Repairs will require different skill sets from inspections.
- 3) In all cases, substitute personnel (e.g. in case of illness of original personnel, etc.) must hold equivalent qualifications to the original personnel. Submit proof thereof to Technical Authority as soon as need for substitute personnel is known.
- 4) In the case of subcontracted personnel, submit with Activity 1 paperwork only the name of firm with whom Contractor intends to subcontract (this is most likely to occur in the case of millwrights and electricians). Then, submit actual names and proofs of qualification at the time of submitting a Proposal in response to a Request for Task Authorization. For all in-house resources (this is most likely to occur in the case of hoist inspectors and professional engineers), submit actual names of individuals and proof of qualifications with the Activity 1 paperwork.
- 5) **Qualifications.**—NOTE: A single individual may hold more than one skill qualification.
  - a) **Electricians** must be licensed to work in Ontario as Journeyman *Construction and Maintenance Electrician*

(Trade ID #309A). Proof: Ontario Certificate of Qualification or a Red Seal endorsement on an out-of-province Certificate of Qualification.

- b) **Hoist Inspectors** must have sufficient knowledge in the field of cranes and hoists and sufficiently familiar with the relevant regulations, codes, standards, and best practices to be able to identify deviations from proper conditions. Hoist inspectors must have a minimum hours of field experience listed in CSA B167. . Proof: A letter from a training provider indicating that the inspector has completed hoist inspection training is sufficient for the knowledge requirements. A résumé showing sufficient experience repairing and/or inspecting hoists and/or cranes to meet the experience requirement.
- c) **Hoist Technicians** must have sufficient skill and knowledge in the diagnosing and repairing defects in cranes and hoists. Proof: A letter from a training provider indicating that the inspector has completed hoist mechanic training is sufficient for the knowledge requirements. A résumé showing 3 years' experience repairing hoists and/or cranes is sufficient to meeting the experience requirement.
- d) **Millwrights** must be licensed to work in Ontario as Journeyman *Construction Millwright* (Trade ID 426A). Proof: Ontario Certificate of Qualification or a Red Seal endorsement on an out-of-province Certificate of Qualification.
- e) **Non-Destructive Testers** must be certified Level 1 or Level 2 to CAN/CGSB 48.9712-2104 *Non-destructive Testing – Qualification and certification of NDT personnel*, in both or either of the “Welds and Weldments” or the “Engineering Materials and Components” Sectors (i.e. Sectors W and/or E). Proof: Certifications of currently meeting these requirements.
- f) **Professional Engineers** must be licensed to work in Ontario and have a minimum of 5 years' experience in the design, construction, or maintenance of cranes; knowledge of the relevant regulations, codes, standards, and best practices; knowledge of associated hazards necessary to carry out the inspection; and the ability to make professional judgements about the safe condition of the hoists and what measures need be taken to ensure their continued safe operation. Proof: Submit PEO number and résumé showing this background.
- g) **Welding Inspectors** must be certified Level 2 or Level 3 to CAN/CSA W178.2 *Certification of Welding Inspectors* with code endorsement to CSA W47.1/W59 *Welded Structures*. Company must be certified to CSA W178.1 *Certification of Welding Inspection Organizations*. Proof: Certifications of currently meeting these requirements.

#### **E6.1.4 Sub-Contracting**

- 1) Sub-contracting is permitted with written approval of the Technical Authority.
- 2) Subcontractors must fulfil all the requirements of the Contract.
- 3) The Contractor is responsible for coordinating work of his sub-contractors and for supervising them when on the dam site.

#### **E6.2 Access to Equipment**

- 1) Damkeepers will unlock and lock electrical buildings and machinery enclosures as required for the work; Contractor will not be provided with a key.
- 2) Ample parking is available at all dam sites except Little Chaudière (which is only accessible by water).
  - a) For access to Little Chaudière Dam, if carrying only hand tools, Contractor's staff (up to 2 men) may travel in the Damkeeper's boat. If the Contractor chooses to send more men or more equipment than that, Contractor must provide his own boat.
- 3) In all cases, the dams are well off the main highways and hence there are no traffic control requirements.

### **E6.3 Meetings**

- 1) A kick-off meeting will be held a few days after submittal of documents from Activity 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.

### **E6.4 Health & Safety Requirements**

#### **E6.4.1 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, and all incident and accident reports.

#### **E6.4.2 Existing Known Site Conditions**

- 1) Currently known hazards and conditions at the dam site include, but are not necessarily limited to, the following:
  - a) Remote location
  - b) Lack of cell phone service at French River dams
  - c) Wildlife hazards
  - d) Weather hazards (extreme hot, cold, precipitation)
  - e) Trip-and-fall hazards such as uneven ground and slippery surfaces
  - f) Sharp edges of sheet metal
  - g) Pinch hazards
  - h) Electrical hazards
  - i) Contact with oil and grease
  - j) Working at heights

#### **E6.4.3 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) **Clearance Certificate** from the Workplace Safety Insurance Board of Ontario, 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)**
  - a) 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.
  - b) If work arises in the course of the contract where the hazards for performing the work are different than the hazards assumed in the SSHAHSP, then provide a one-off document pertaining to that work alone. If such cases arise, it is most likely to be in the course of a Request for Task Authorization (RTA) for repairs.
  - c) Provide name of person(s) responsible for ensuring adherence to SSHAHSP whilst at the dam sites.
  - d) 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.
  - e) SSHAHSP must include the following:
    - i) **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 Section A5.7.2 *Existing Known Site Conditions*, as well as all other hazards Contractor foresees arising during Work.
    - ii) **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. Mitigation measures may include a range of engineering controls, work practices, and personal protective equipment.
    - iii) **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, a map showing its location, and how it will be contacted during an emergency, including the device to be used to make this contact given the lack of cell phone service in French River.
    - iv) **Part 4 – Contingency and Emergency Response Plan.**—Describe standard operating procedures specific to the project site to be implemented during emergencies.
      - (1) Note that there is no cell phone service available at the French River Dams (Portage, Big Chaudière, and Little Chaudière) and that only Bell cell phone service is available in Latchford. Be prepared to provide satellite telephones or other means of communication that does not rely on the cell phone network.
      - (2) Note that Little Chaudière Dam is only accessibly via a 40-minute ride in a small boat; there are no roads nearby and hence no road ambulance access.

## **E6.5 Environmental Protection Requirements**

### ***E6.5.1 Responsibility***

- 1) **Objective.**—The work must not release any deleterious substance into the environment nor may it disturb habitat and/or individual of any species.
- 2) Contractor is responsible for protection of the environment during all work at the dam site.

- 3) 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.
- 4) 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.
- 5) 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.
- 6) Upon request, provide to Contracting Authority and Technical Authority all additional evidence of compliance with municipal, provincial, and federal environmental laws and regulations.
- 7) Submit copies of all environmental incident and accident reports to Contracting Authority and Technical Authority.

### ***E6.5.2 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.

### ***E6.5.3 Spills***

- 1) During all operations where there is a risk of spill, such as handling of greases and oils, take measures to prevent release of spills or leaks into environment. Be prepared to mitigate, intercept, clean up, and dispose of spills or releases that may occur whether on land or water. Follow accepted spill procedures described in reviewed Site-Specific Environmental Protection Plan. Be responsible for all costs of cleaning up any spills.
- 2) Provide site crew with an appropriately-sized spill kit and ensure they keep spill kit on-site it handy at all times during work for which a risk of spills exists.
- 3) Promptly report spills and releases potentially causing damage to environment to:
  - a) Technical Authority
  - b) Ontario Ministry of the Environment SPILL Coordinator (Telephone No. 1-800-268-6060 website <http://www.ontario.ca/page/report-spill#!/>).
  - c) Authority having jurisdiction or interest in spill or release including conservation authority, water supply authorities, drainage authority, road authority, and fire department.
- 4) Further information on dangerous goods emergency clean-up and precautions including a list of companies performing this work can be obtained from Transport Canada's 24-hour number (613) 996-6666 collect.

## E7. IMAGES

### E7.1 Locations

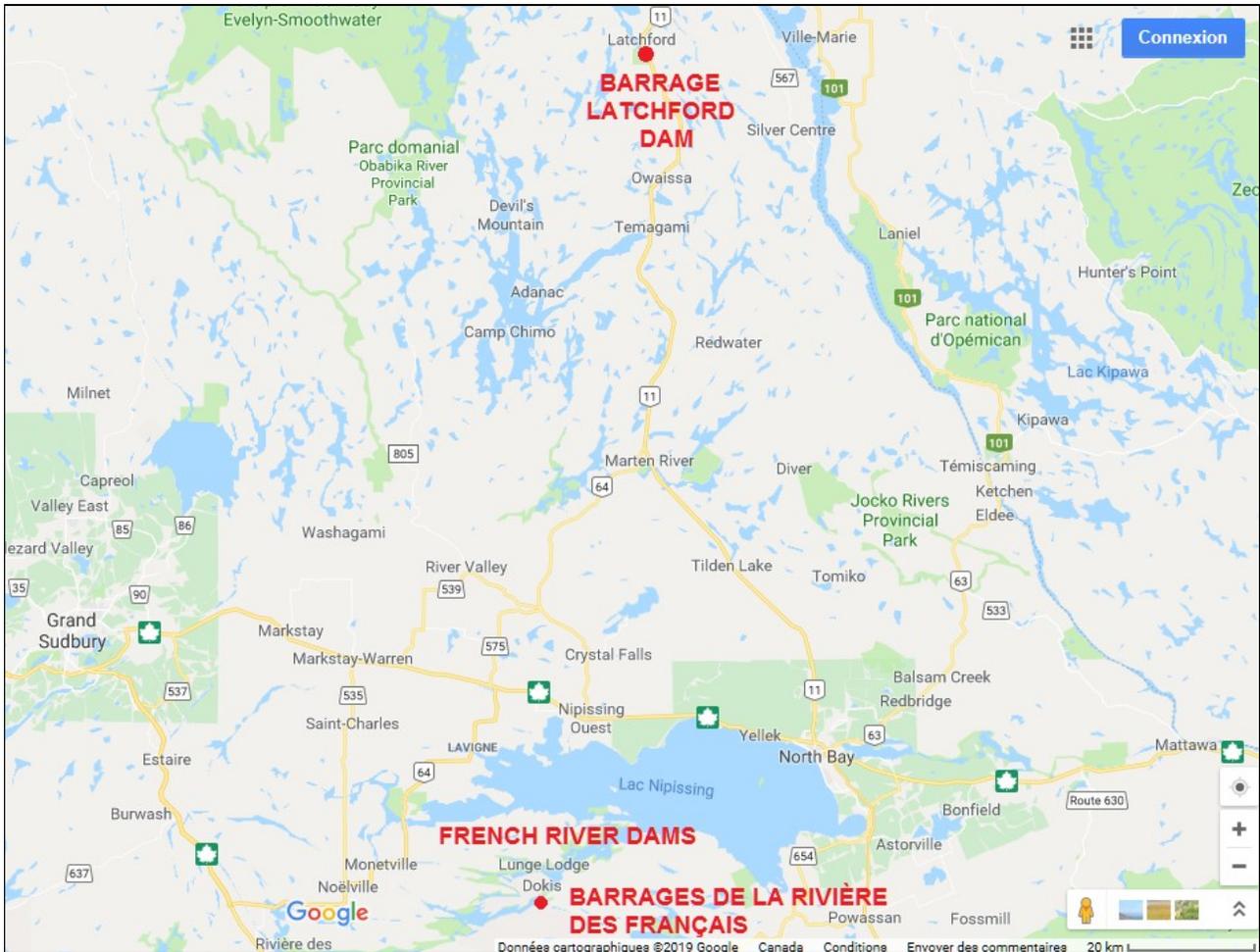


Figure 1: Location of Dam Sites



Figure 2: Location of French River dams.

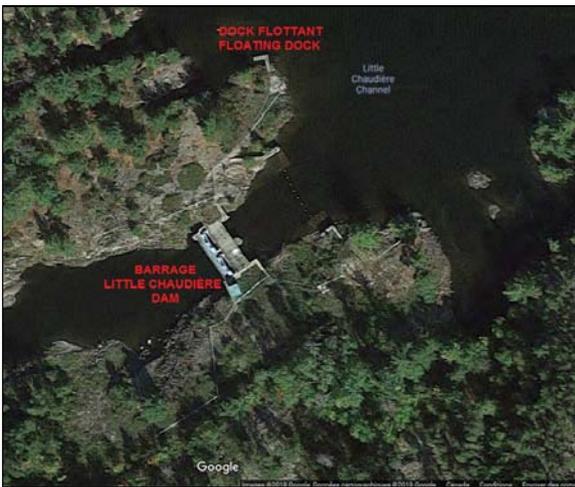


Figure 3: Location of Little Chaudière Dam

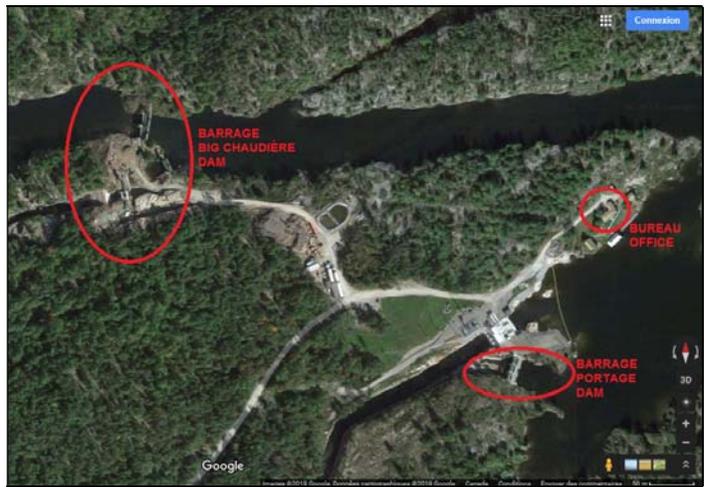


Figure 4: Location of Portage Dam and Big Chaudière Dam

**E7.2 Portage Dam**



*Figure 5: Portage Dam, general view of machinery deck.*



Figure 6: Portage Dam, detail of hoist enclosure with front removed.



Figure 7: Portage Dam, detail of hoist motor



Figure 8: Portage Dam gates being operated through backup operating mechanism.



*Figure 9: Portage Dam, gate gains with cover removed showing top of gain heaters.*

E7.3 Big Chaudière Dam



Figure 10: Big Chaudière South Dam gate hoist being installed.



Figure 11: Big Chaudière South Dam gate hoist being installed.

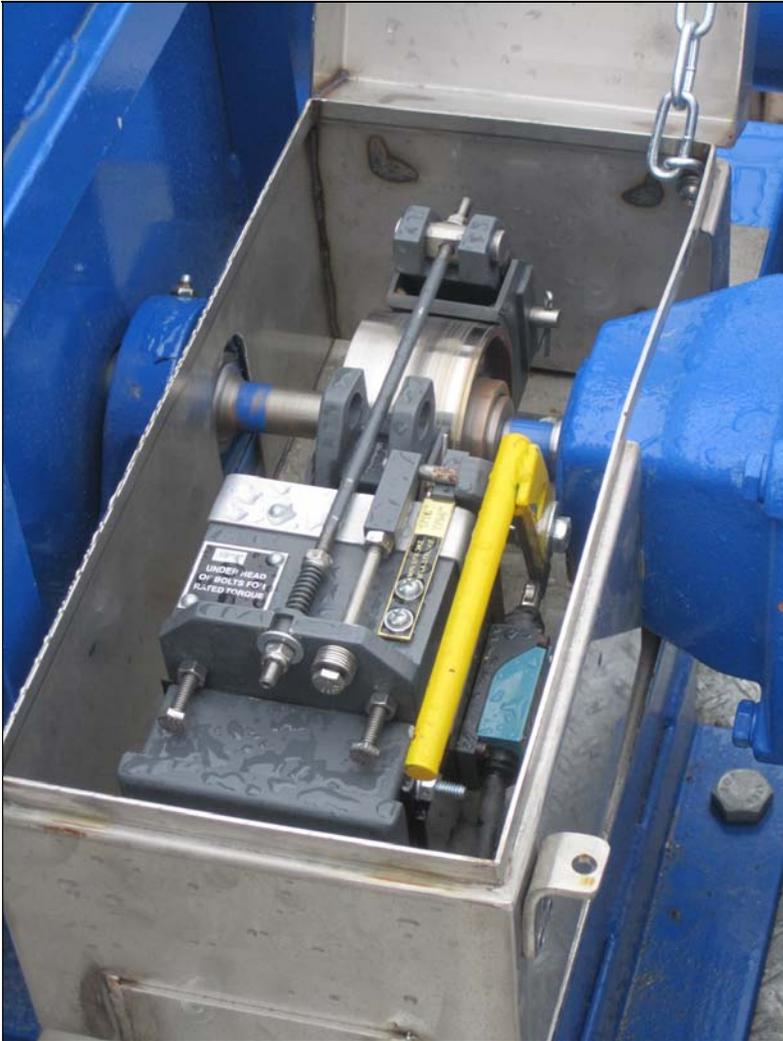


Figure 12: Big Chaudière South Dam, detail of motor brake.



Figure 13: Big Chaudière South Dam, detail of nameplate of gate hoist.



Figure 14: Big Chaudière South Dam, slack rope limit device.

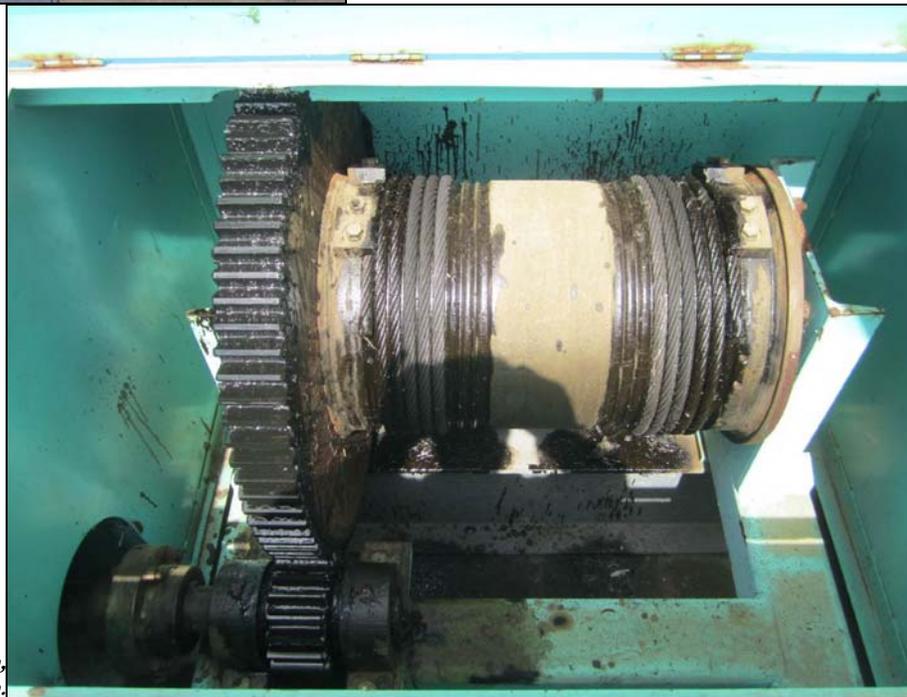


Figure 15: Big Chaudière North Dam during dam construction.

E7.4 Little Chaudière Dam



*Figure 16: Little Chaudière Dam, general view of mechanical deck.*



*Figure 17: Little Chaudière Dam, detail of hoist drum.*



Figure 18: Little Chaudière Dam, hoist machinery with front of enclosure removed and lid lifted.

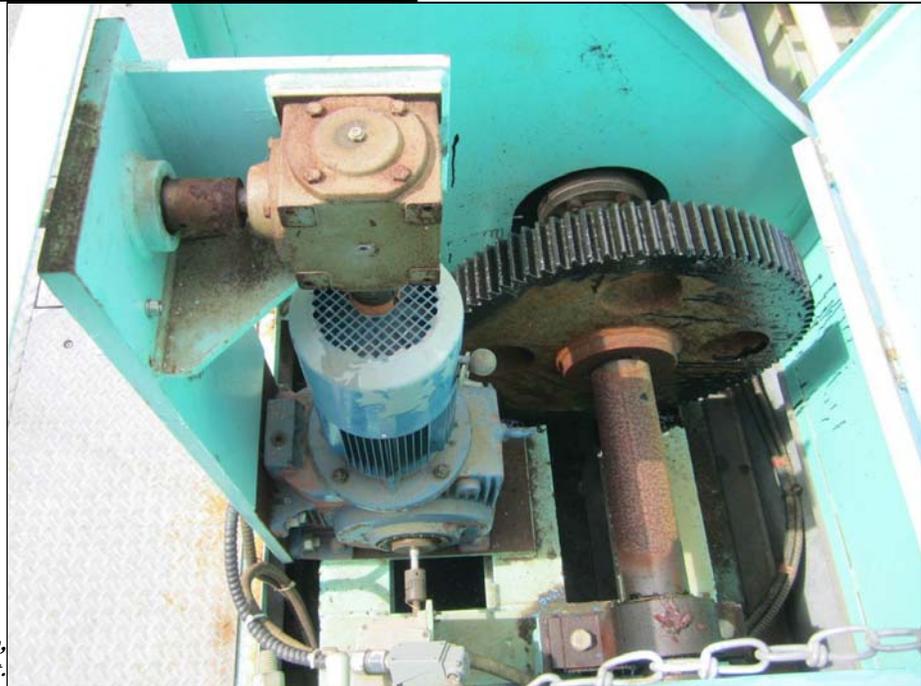


Figure 19: Little Chaudière Dam, detail of hoist.

E7.5 Latchford Dam



Figure 20: Latchford Dam under construction fall 2016.



Figure 21: Latchford Dam gate hoist under construction in factory.



Figure 22: Latchford Dam gate hoist. Gear reducer (at left) and motor. Photo taken in factory.

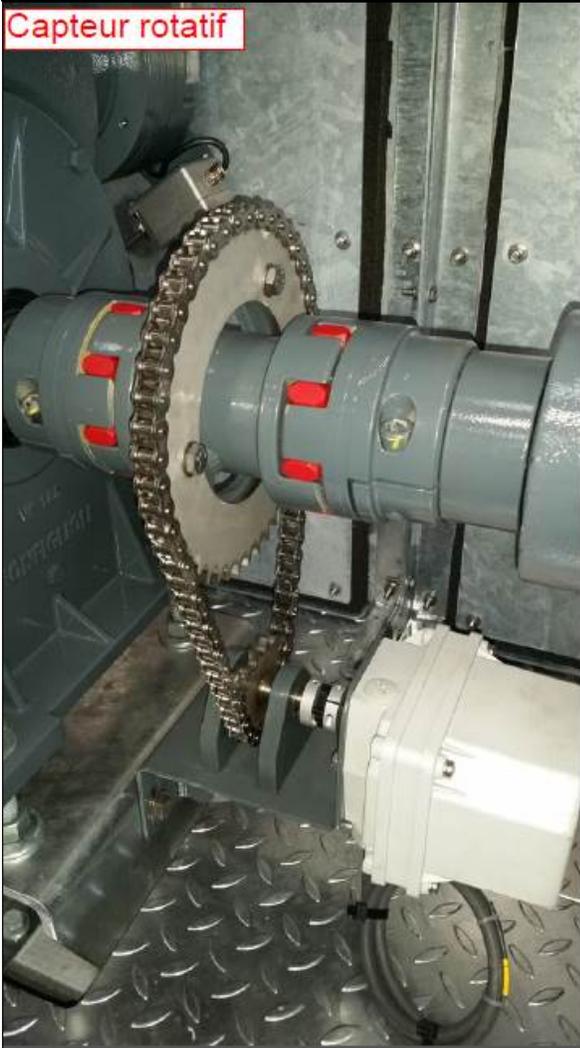


Figure 23: Latchford Dam gate hoist, rotary encoder. Photo taken in factory.



Figure 24: Latchford Dam gate being installed on site, early December 2016. Note heads of gate heaters on top.



Figure 25: Latchford Dam gate control panel during construction in December 2016.