



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	Entretien monte-charges hydrauliqf ues hors sol Maintenance on above-ground hydraulic lifts. • Description Annexe A	W0106	W0106	1	LOT	\$	XXXXXXXXXXXX	VOIR DOC.

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, Additional informations/conditions and the Basis of Payment.

### **2. Summary**

#### **Title**

Repairs, inspections or preventive maintenance on above-ground hydraulic lifts.

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## Description

For the Department of National Defence, 5 Area Support Group, engineering branch, Valcartier Garrison, Quebec, (Quebec), request for standing offer on and when requested basis to supply the products, labour, tools and equipment required for the repairs, inspections or preventive maintenance of ground hydraulic lifts. The equipment includes hydraulic lift cylinders and vehicle ramps. The work may involve any component of this equipment, including electrical components.

### 3. Period of the Standing Offer

One year with 2 periods of one year each optional.

### 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers. (PWGSC) Bid Receiving Unit of Montreal Office only.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.



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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer N/A  
Section II: Financial Offer (1) hard copies  
Section III: Certifications (1) hard copies

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Offer N/A  
Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

#### Mandatory Requirements

A bid must comply with the following requirements:

The Contractor must hold a letter of recommendation or a certificate in its name for maintenance of hydraulic lifts. The letter or certificate must be issued by one of the following companies: Ford Smith, Canada Hydraulique, Mohawk, Globe, Advantage, Rotary, Gemini, Whip Industries, ALM Corporation, Bradbury or Omer Vega.

Bidders must submit one (1) copy of its Financial Bid.

Bids must be signed by the Bidder or by an authorized representative of the Bidder (refer to section 05 of 2003, Standard Instructions - Goods or Services - Competitive Requirements

### 2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### Evaluation

For evaluation purposes only, the price of each offer will be established as follows:

#### 1st YEAR

Hourly rate			
	Estimated volume	Proposed firm rate	Estimated Cost
<b>A1</b>	425 hours	\$/hour	\$
Parts and material - majoration			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>A2</b>	15 000.00\$	%	\$
Other work			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>A3</b>	2 000.00\$	%	
<b>A4</b>	<b>Total estimated cost - 1st Year (A1 + A2 + A3)</b>		\$

**2nd YEAR (OPTIONAL)**

<b>Taux horaire</b>			
	Estimated volume	Proposed firm rate	Estimated Cost
<b>B1</b>	425 hours	\$/hour	\$
Parts and material - majoration			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>B2</b>	15 000.00\$	%	\$
Other works			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>B3</b>	2 000.00\$	%	
<b>B4</b>	<b>Total estimated cost - 2nd Year (B1 + B2 + B3)</b>		\$

**3rd YEAR (OPTIONAL)**

<b>Taux horaire</b>			
	Estimated volume	Proposed firm rate	Estimated Cost
<b>C1</b>	425 hours	\$/hour	\$
Parts and material - majoration			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>C2</b>	15 000.00\$	%	\$
Other work			
	Estimated value	Pourcentage of majoration	Estimated Cost
<b>C3</b>	2 000.00\$	%	
<b>C4</b>	<b>Total estimated cost - 3rd Year (C1 + C2 + C3)</b>		\$

These volumes are estimates for evaluation purposes only, and not to be construed as a guarantee.

No other costs, fees, expenses or rates will be considered or payable by Canada.

Solicitation No. - N° de l'invitation

W0106-11V137/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta307

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

W0106-11-V137

File No. - N° du dossier

MTA-1-34524

CCC No./N° CCC - FMS No/ N° VME

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

For evaluation purposes only, the total estimated cost calculated in the following table corresponds to the total evaluated price of the Offeror's offer for the services.

Offer's Evaluated Price = A4 + B4 + C4 (sum of total estimated cost)      \$ \_\_\_\_\_.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

a.( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

d.( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3. Term of Standing Offer**

##### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### **3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 periods of 1 year each, from \_\_\_\_\_ to \_\_\_\_\_ and from \_\_\_\_\_ to \_\_\_\_\_ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Denis Dubé  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 514-496-3886  
Facsimile: 514-496-3822  
E-mail address: denis.dube@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 4.2 Project Authority ( will be identified in resulting Standing Offer)

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



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### 4.3 Offeror's Representative

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

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

Organization: \_\_\_\_\_

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

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

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

### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Ministère de la Défense nationale, 5GSS, Garnison Valcartier, Quebec (Quebec).

### 6. Call-up Instrument

- 1 Work will be authorized or confirmed by DND using form PWGSC-TPSGC 942, "Call-Up Against a Standing Offer."
- 2 The Contractor shall respond to all these call-ups and only to these call-ups. Services provided at the request of unauthorized persons will not be paid for.
- 3 In an emergency, an oral request can be made initially and the form can be sent afterwards

### 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

### 8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or \_\_1\_\_ month before the expiry date of the

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Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2012-03-02) General Conditions - Services (Medium Complexity;
- e) Annex X, Statement of Work OR Requirement (choose as applicable);
- f) Annex X, Basis of Payment (if applicable);
- g) the Offeror's offer \_\_\_\_\_ .

## **10. Certifications**

### **10.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

## **12. Canadian Forces Site Regulations**

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment - Single Payment**

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

#### **4.2 Limitation of Price**

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.

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## 5. Invoicing Instructions

The Contractor shall submit computerized invoices in triplicate (3 copies). (At least one of the three invoices must be an original.)

.1 The following information must appear on each invoice:

1. Name and address of the company
2. Invoice number and the invoicing date
3. Location and date of work performed
4. Materials: quantity, price, and cost of each item
5. Total materials
6. Total cost of materials
7. Mark-up
8. Labour cost
9. Total of materials and labour
10. GST: amount and registration number
11. Total amount of invoice

.2 The Contractor shall create one invoice per call-up. The invoice must be submitted within five (5) working days following completion of each order. If an error is found in an invoice, a corrected version must be submitted within five (5) working days following the request for a correction.

.3 The Contractor shall attach to each invoice a copy of the corresponding call-up form and other control documents as specified in the Statement of Work (work orders, procedural annexes, inspection reports). If the control documents are not included or do not bear the required signature, the invoices will not be paid.

### Invoices address

Invoices for goods and services provided under this contract shall be submitted to the DND Representative at the following address:

5 ASG, Valcartier Garrison  
Engineering Branch, Building 72  
PO Box 1000, Station Forces  
Courcellette, QC, G0A 4Z0  
Att: Contracting Section - DND Representative

## **6. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## ANNEX "A"

### STATEMENT OF WORK

**Project title:**

Repairs, inspections or preventive maintenance on above-ground hydraulic lifts.

**Description**

Supply on request the products, labour, tools and equipment for repairs, inspections or preventive maintenance on above-ground hydraulic lifts in accordance with the Statement of Work.

The equipment includes hydraulic lift cylinders and vehicle ramps.

The work may involve any component of this equipment, including electrical components.

The inventory of hydraulic lift cylinders and ramps is as follows: Advantage Lift Systems (4), ALM Corporation (1), Bradbury (2), Canada Hydraulique (5), Ford Smith Machine (4), Gemini Auto Lift (2), Globe (5), Mohawk (7), Omer (2), Ravaglioli (1), Rotary Lift (2) and Whip Industries (6), for a total of 41. Equipment may be added or removed from this list during the term of the Standing Offer.

**Location of work**

Valcartier Garrison

St-Malo Armoury, 1020 Vincent Massey Street, Quebec City

**Location access**

- .1 The manner of accessing the location shall be specified by the DND Representative.
- .2 The roads and areas around the worksite will be subject to troop movements and to the regulations in force at the Garrison or the armoury, as applicable.
- .3 The Contractor's employees must wear a photo ID card so that the DND Representative can verify that they are authorized personnel.
- .4 Smoking is not permitted in DND buildings.

## ANNEX “B”

### SUPPLEMENTAL INFORMATIONS & CONDITIONS

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## PART 1 - GENERAL

Supply the products, labour, tools and equipment required to perform the work in accordance with the Statement of Work

### 1.1 Document interpretation

- .1 The contract documents include the call-up and the Statement of Work issued by the Department of National Defence (DND). To be valid, any change to these documents must be made in writing, approved by both the Contractor and the person who prepared the DND Statement of Work, and issued as an official amendment by DND.
- .2 Work descriptions or plans may be annexed contract documents. Advise the DND Representative of any error on these forms or on the attached documents.

### 1.2 Quality standards

- .1 Where the performance details are not indicated in the Statement of Work, the work shall be performed in accordance with the best recognized methods and to the complete satisfaction of the DND Representative.

### 1.3 Safety standards

- .1 Comply with Quebec's Act Respecting Occupational Health and Safety and any other provincial act or regulation concerning the Commission de la santé et de la sécurité du travail (CSST), including the Regulation Respecting Industrial and Commercial Establishments (S-2.1, r 9) and the Safety Code for the Construction Industry, published under regulation S-2.1, r 6. In addition, comply with federal acts, regulations and standards, the Canada Labour Code, DND fire safety regulations and industry usage standards. In the event of a discrepancy or conflict between legislative and regulatory provisions and the safety standards applicable to the contract or the work, the most stringent provisions or standards shall prevail.
- .2 During the initial site meeting (see section 1.10), the DND Representative will explain the actions to be taken in the event of a dangerous situation and provide the emergency telephone numbers to be used on the worksite.
- .3 Suspend work at the request of the DND Representative if he/she believes that the work is not proceeding safely or does not comply with the applicable safety legislation.
- .4 Implement a safety program (supervision, instructions, training and site safety plans) that applies to all employees affected by this Statement of Work.



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- .5 Provide any equipment or devices needed to meet the requirements of para 1.3.1, including personal protection equipment and a first-aid kit.
- .6 Prior to commencing work and regularly throughout the work, inform all affected persons of on-site health and safety risks. Keep a record of the information communicated, including the date and time of such communication.

#### **1.4 Contractor liability**

- .1 The Contractor shall assume liability for any accident or damage caused by its equipment to DND property or injuries to any person on DND property if this equipment is defective or if it has been left unsupervised.
- .2 The Contractor shall assume liability for the safety of its personnel.
- .3 The Contractor shall assume all liability for the safety of its equipment and material during and after working hours. DND shall not be held liable for vandalism, theft or losses.
- .4 The Contractor shall assume liability for any damage to or loss of equipment or material sent by DND for in-workshop repair.

#### **1.5 Estimates and planning**

- .1 At the request of the DND Representative, the Contractor shall provide, free of charge, an estimate for specific work. The estimate may be provided orally or by fax. Estimates shall not represent a commitment by DND in any way, and shall not be used as references on invoices.
- .2 The estimate for the work must include the approximate number of hours of work required and a breakdown of material costs, all in accordance with the Basis of Payment.
- .3 The Contractor shall ensure that the call-up contains the required information about the work to be performed, the products required and the existing equipment, and shall obtain any additional information from the DND Representative by telephone or fax, as required. An advance site visit is permitted and may or may not be paid for, depending on whether it is approved by the DND Representative.

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## 1.6 Availability and timeframes

### Definitions

- .1 Working days are from Monday to Friday, including construction industry holidays but excluding statutory holidays.
- .2 Statutory holidays are as follows: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, St. Jean-Baptiste Day, Canada Day, Labour Day, Thanksgiving Day and Remembrance Day. Those days are defined as statutory holidays on the following site: <http://www.ccq.org>.
- .3 Regular hours are from 7:30 a.m. to 4:30 p.m. on working days.

### Staff availability

- .4 The persons in charge of the administration and execution of the work shall always be available as follows:
  - .1 For receiving orders, be reachable by fax during regular working hours and by telephone outside of regular working hours.
  - .2 For administrative matters, be reachable by telephone and fax during regular working hours.
  - .3 When work is being planned and/or is underway, be reachable by telephone at any time of the day or night.

### Schedule and timetable

- .5 The Contractor shall provide services throughout the entire term of the contract, in all seasons, including during the construction holiday.
- .6 The Contractor shall carry out the work in accordance with the schedule and timetable established by the DND Representative. On request, perform work during the day, in the evening, at night, on the weekend or on statutory holidays.
- .7 If a number of requests are made for the same week, a weekly schedule can be obtained from the DND Representative, specifically from the representative responsible for the Standing Offer.

## **Response time**

- .8 The Contractor shall complete the work by the date and time specified in the call-up or faxed later by the DND Representative.
- .9 The response time required for work could be as short as
  - .1 one (1) working day for repairs; and
  - .2 five (5) working days for inspections and preventive maintenance.

## **Availability of labour and equipment**

- .10 The Contractor shall provide the number and type of employees or services specified in the request. Always be able to provide at least one (1) hydraulic lift maintenance specialist.

## **Continuity of work on the worksite**

- .11 Notwithstanding the above-mentioned requirements related to the schedule and timetable, the Contractor shall perform the work uninterrupted, unless otherwise indicated by the DND Representative. Interruptions requested by the DND Representative shall be noted in writing on the call-up, on a document faxed later, or in a note on the last work order.
- .12 The Contractor shall provide for equipment replenishment or maintenance without interrupting any work in progress.

## **1.7 Inspection and control**

### **Work on the site**

- .1 For every arrival and departure, the Contractor shall contact the DND Representative and ensure that the log book is signed (one signature per person). The exact time of signature shall be recorded. Log books are kept at the following locations:
  - .1 Valcartier Garrison during working hours: in the contract inspectors' offices (Building 72).
  - .2 Valcartier Garrison outside of working hours: in Building 523 (Firefighters).
  - .3 Armouries or naval reserves at all times: on the worksite.

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## Communication on the site

- .2 The Contractor shall also contact the DND Representative in the following cases:
- .1 each time an important stage of the work has been finished;
  - .2 whenever there is a problem on the worksite;
  - .3 at agreed-upon times;
  - .4 whenever work must be covered or hidden from sight.

## Work order

- .3 The Contractor shall draft a work order before leaving the premises and forward it to the DND Representative for verification and signature (submit the original and keep a copy).
- .4 The work order will be used to verify the invoice and must include the following information:
- .1 the place and the date of the work performed;
  - .2 a description of the work performed;
  - .3 the make, model and serial number of the equipment repaired;
  - .4 the names (printed) of all of the individuals employed;
  - .5 the exact time of every arrival and departure, as shown in the log book, as well as the exact time of each interruption and resumption of work;
  - .6 quantities and descriptions of billable products;
  - .7 the signature of the employee who wrote the order.

## 1.8 Temporary services

- .1 DND can supply electrical power and water at no cost.
- .2 The Contractor shall provide all temporary materials required to access the services in question.
- .3 Temporary services provided by DND will be subject to DND needs and may be interrupted without notice at any time by the DND Representative on site. DND will not be held liable for damages or delays caused by the interruption of said services.

## 1.9 Clean-up and protection of the environment

- .1 On completion of the work, the Contractor shall leave the sites clean and free of garbage, debris, materials, tools and equipment to the satisfaction of the DND Representative.

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- .2 The Contractor shall remove waste from DND property in accordance with federal, provincial and municipal environmental protection regulations. These waste materials include parts not kept by DND, lubricants and any other hazardous materials (see para 2.2) and water containing suspended matter. The Contractor shall have each disposal approved by the DND Representative and shall find a dumpsite approved by the Ministère du Développement Durable de l'Environnement et des Parcs (MDDEP) and cover the fees charged by the site's owner.

### **Protection of flora and fauna**

- .3 The Contractor must take all necessary precautions to protect the natural environment while performing work. Trees bordering the site must be protected from damage to roots or trunks.

### **Petroleum hydrocarbon spills**

- .4 The Contractor must ensure that a response kit is present in case of a petroleum hydrocarbon spill resulting from the use of machinery on the site.
- .5 Any spill must be immediately reported to the DND Representative, who will issue a request for clean-up of the spill site.
- .6 After a review of the circumstances, any costs associated with clean-up of the site in case of a spill will be charged to the Contractor.

### **1.10 Initial site meeting**

- .1 The first site meeting shall be held as soon as possible following the awarding of the Standing Offer.
- .2 The DND Representative shall determine the date and place of the meeting, as well as who should attend. The following persons will likely be asked to attend:
- .1 The Contractor.
  - .2 The person who will prepare the invoices.
  - .3 The employee who will most often be designated as the person responsible for performing the work.
- .3 The meeting agenda is as follows:
- .1 Reading of the contract clauses that are most important and most specific to DND. The documents may not be amended during the meeting.

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- .2 Reading of the list of employees authorized by DND.
  - .3 Exchange of information and documentation (see paras 1.10.4 and 1.10.6).
  - .4 Reading of the DND General Safety Policy.
  - .5 Comments from the Inspector on how to access the worksites.
- .4 At the meeting, the Contractor shall provide the following:
    - .1 Name and telephone no. of the person in charge of administration.
    - .2 Name and telephone no. of the person in charge of performing the work.
    - .3 List of the names of the employees who will be working on DND property and photocopies of the documents demonstrating their qualifications (unless the documents were already provided before awarding of the contract).
    - .4 Material safety data sheets for the products to be used.
  - .5 During the contract period, the Contractor shall contact the Inspector in writing regarding any changes to the information provided.
  - .6 At the meeting, DND shall provide the following:
    - .1 The contact information of the DND Representative responsible for the Standing Offer in question.
    - .2 The list of DND-authorized representatives.
    - .3 DND fire safety regulations.
    - .4 The procedure in the event of danger and the emergency telephone numbers to be used from local telephones and cell phones.

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## PART 2 - PRODUCTS

### 2.1 General

- .1 The Contractor must have in inventory, in service trucks, the basic materials and tools needed to perform inspections and preventive maintenance.
- .2 The Contractor must be able to obtain, within a reasonable timeframe approved by the DND Representative, the parts essential for repairs covered in this Statement of Work.
- .3 The Contractor must use new, defect-free parts and materials.
- .4 For repairs, the Contractor must use parts that are identical to those already in use, unless otherwise indicated by the DND Representative.

### 2.2 Material safety data sheets

- .1 The Contractor shall always bring products to the worksite in their original containers. Each container must be labelled in accordance with the Workplace Hazardous Materials Information System (WHMIS).
- .2 The Contractor shall always bring to the worksite all cleaning and maintenance products required to perform the work as specified in the Statement of Work.
- .3 During the site meeting, the Contractor shall provide the DND Representative with material safety data sheets (MSDSs) for all the cleaning products and sealants to be used. Each MSDS must conform to WHMIS requirements and contain the following information:
  - .1 Product identification.
  - .2 Ingredients.
  - .3 Physical data.
  - .4 Flammability and explosiveness.
  - .5 Reactivity.
  - .6 Toxicity.
  - .7 Preventive measures.
  - .8 First aid procedures.
  - .9 Preparation information.

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## **PART 3 - PERFORMANCE**

### **3.1 Contractor qualification**

- .1 The Contractor shall perform all the work in this Statement of Work without using subcontractors.
- .2 The Contractor must obtain and pay the fees for all permits required for execution of the work.

### **3.2 Labour qualification**

- .1 Employees working on DND property shall be pre-screened by the DND Representative according to the criteria specified below.
- .2 Any authorized person who ceases to be available or whose qualifications change during the term of the Standing Offer shall be replaced by a person who meets the requirements set out in the contract documents under the same conditions.
- .3 All persons handling hazardous materials shall be aware of the Workplace Hazardous Materials Information System (WHMIS) requirements relating to the products used (see Part 2 , Products).

### **3.3 General equipment requirements**

- .1 All equipment must be in perfect working order. If the DND Representative deems that the condition of a piece of equipment could cause delays or pose a safety hazard, the equipment must be repaired or replaced.

### **3.4 Repairs**

- .1 The Contractor shall inform the DND Representative ahead of time if the estimated cost of repairs will exceed 60% of the cost of a new item.
- .2 The Contractor shall request authorization from the DND Representative before replacing the main part of a piece of equipment.
- .3 The Contractor shall perform the work in accordance with the manufacturer's manuals and shall assume full responsibility for obtaining the manuals.



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- .4 The Contractor shall perform all repairs on the worksite, except for those which, in the opinion of the DND Representative, require stationary engineering to be performed in a workshop (eg, machining). Such repairs will be performed by DND.
- .5 The Contractor shall return to the DND Representative any parts that have been removed, whether they are usable or not, except for parts under warranty that were replaced free of charge.
- .6 On the date scheduled for the start of the work, the Contractor shall report to the site with all the tools, equipment, materials, parts and other products required to begin the work and continue it without interruption.
- .7 The Contractor shall supply and install the signage and guardrails required to ensure public safety.
- .8 The Contractor shall take all measures required to prevent the spread of odours and dust within the building.

### **3.5 Inspection and preventive maintenance**

#### **Procedure**

- .1 When responding to a request for inspection and preventive maintenance, follow the procedure indicated by the DND Representative on the call-up. The DND Representative will provide the Contractor with a document setting out the procedures to follow for each model of equipment.
- .2 The Contractor shall perform inspections and preventive maintenance in accordance with the manufacturer's manuals and shall assume full responsibility for obtaining the manuals.
- .3 The Contractor shall follow the procedure described and only the procedure described. If additional work (because of premature wear, identification errors, omissions, etc) is found to be necessary, include it in the inspection report.

### **3.6 Quality assurance**

- .1 Guarantee the quality of performance and products for one year from the date of acceptance of the work. Any deficiencies that arise during this period shall be corrected or repaired by the Contractor at its expense and to the satisfaction of the DND Representative.

**ANNEX “C”****BASIS OF PAYMENT****First year of the Standing Offer****Period from \_\_\_\_\_ to \_\_\_\_\_****1- Hourly rates - Hydraulic lift maintenance specialist**

Regular Time	_____ \$/ hour	Estimation 60%
		Use per year

**2. Material and Parts**

Mark-up	_____ %	Estimation 35%
		Use per year

**3. Related work**

Mark-up	_____ %	Estimation 5%
		Use per year

**OPTIONAL****Second year of the Standing Offer****Period from \_\_\_\_\_ to \_\_\_\_\_****1- Hourly rates - Hydraulic lift maintenance specialist**

Regular Time	_____ \$/ hour	Estimation 60%
		Use per year

**2. Material and Parts**

Mark-up	_____ %	Estimation 35%
		Use per year

**3. Related work**

Mark-up	_____ %	Estimation 5%
		Use per year

Solicitation No. - N° de l'invitation

W0106-11V137/A

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

W0106-11-V137

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-1-34524

Buyer ID - Id de l'acheteur

mta307

CCC No./N° CCC - FMS No/ N° VME

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## OPTIONAL

### Third year of the Standing Offer

Period from \_\_\_\_\_ to \_\_\_\_\_

#### 1- Hourly rates - Hydraulic lift maintenance specialist

Regular Time	_____ \$/ hour	Estimation 60%
		Use per year

#### 2. Material and Parts

Mark-up	_____ %	Estimation 35%
		Use per year

#### 3. Related work

Mark-up	_____ %	Estimation 5%
		Use per year

## COMPLEMENTARY INFORMATION

### PART 1 - GENERAL

#### 1.1 Costs and expenses

- .1 ONLY the products and services billed at the rates and prices set forth below shall be paid. Rates and prices submitted include EVERYTHING that is necessary to perform the work in accordance with the Statement of Work. That includes administrative fees and expenses; transportation of labour, equipment and materials; purchase, rental and use of equipment, tools and accessories regardless of whether they may be reused; ladders, scaffolding, protective material for work areas and safety equipment; wear on bits, blades and other accessories; fuel and other products needed to operate vehicles and equipment, including compressed fuel cylinders; welding rods and electrodes; and cleanup and waste-disposal costs.
- .2 No payment will be made for specific difficulties.

#### 1.2 Products

- .1 ONLY installed products and materials will be paid for. Surplus and wastage will not be paid for. Products needed to perform the work but not installed (eg, cleaning products, solvents, sandpaper) will not be paid for.

#### 1.3 Firm commitment

- .1 Rates and prices submitted shall not be increased or decreased following an increase or decrease in the cost of labour, products, tools, equipment, etc.

#### 1.4 Percentage of use

- .1 The percentage of use is approximate and represents arbitrary values for the sole purpose of bid evaluations. It is in no way binding on DND.

### PART 2 - PRICING

#### 2.1 Hourly rates

- .1 Hourly rates apply to productive work time at the work site. Productive work time on site is the time period between the entry time and the exit time as signed for in the log book, minus breaks, meal break periods, travel time (except in cases of travel between two DND properties), interruptions due to equipment malfunction, breakdown,

maintenance or replenishment, and unauthorized work stoppages. The billable time for each requisition is the total productive time.

- .2 Regular time is the time spent performing productive work during regular hours, not exceeding eight (8) hours per day.
- .3 Overtime is time spent performing productive work outside of regular hours or exceeding eight (8) hours per day. Overtime also includes time spent performing productive work during weekends or holidays, regardless of the hour.
- .4 If all the work requested for a same day is completed in less than one hour, or if the DND representative interrupts the work within one hour of the workers' arrival because of poor weather, technical problems, or inability to reach the worksite, DND shall pay for at least one hour of work per person for the day in question. However, this only applies to labour that has been requested and provided.
- .5 When the Contractor must work outside of regular working hours, the hourly rate for the hours worked outside of regular hours shall be calculated by multiplying the regular-time hourly rate shown in Annex C, Basis of Payment by 1.5.

## **2.2 Cost price: Material and parts**

- .1 Bill each item at cost price (price paid to the supplier before taxes) plus a percentage mark-up to cover expenses and profit. On request, provide original vouchers stating the cost price. Obtain items at the most economical cost price possible. The DND representative reserves the right to check the cost price with various suppliers.

## **2.3 Cost price: Related work**

- .1 Related work is excluded from the description of the work, is minor in scope in comparison with the call-up for work and is entirely performed by subcontractors. Invoice the related work at the subcontractor's cost price (excluding taxes) plus a percentage of mark-up to cover expenses and profit, and add taxes to the total amount. The original sub-contractor's invoice must be included.