



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550 Avenue d'Estimauville
1550 D'Estimauville Avenue
Québec
Québec
G1J 0C7

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
TPSGC - PWGSC
601 - 1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Ent et réparation des génératrices	
Solicitation No. - N° de l'invitation EE517-180153/A	Date 2017-05-12
Client Reference No. - N° de référence du client EE517-180153	
GETS Reference No. - N° de référence de SEAG PW-\$QCW-024-17110	
File No. - N° de dossier QCW-7-40016 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-27	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jean, Serge	Buyer Id - Id de l'acheteur qcw024
Telephone No. - N° de téléphone (418) 649-2882 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TPSGC / PWGSC 800 RUE DE LA GAUCHETIÈRE OUEST, 7300 MONTRÉAL Québec H5A 1L6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

IMPORTANT NOTICE TO BIDDERS**Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex C.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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, if applicable, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements; includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Voluntary Certification to Support the Use of Apprentices.

1.2 Summary

1.2.1. Public Works Government Services Canada requires the services of inspections, maintenance and repairs to ensure the proper operation of generators located at federal Transport Canada wharves Saint-Augustin and Tête-à-la-Baleine. The works required are two (2) annual inspection visits, during hours and normal working days and also maintenance on request. The first inspection visit will be made in October and the second in April of each year.

Generators are located at federal Transport Canada following wharves:

1. Commercial wharf Saint-Augustin, Manicouagan, Quebec, G0G 2R0
2. Commercial wharf of Tête-à-la-Baleine, Manicouagan, Quebec, G0G 2W0

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

1.2.3. There is no site visit.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or by e-mail to PWGSC will not be accepted.

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 FPS, 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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 Optional Site Visit

There will be no site visit.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I Technical Bid (2 hard copies);
- Section II Financial Bid (1 hard copy); and
- Section III Certifications (1 hard copy)

Prices must appear in the financial bid only. Prices must not 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>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Their 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 Pricing Schedule detailed in Annex B. The total amount of Applicable Taxes is to be shown separately.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

When tenders are closed, the tender should meet the mandatory technical criteria specified below. Bidders who do not meet the mandatory technical criteria could be declared ineligible.

4.1.1.1. Mandatory Technical Criteria

Bidders should demonstrate in their technical offer that they have a minimum of experience in the subject areas of this request. To evaluate the bidder's experience, on the closing date of this application, bidders should submit a list and / or letter with the name of the technicians and number of years of experience of each individual and list Similar contracts by completing Annex D.

4.1.1.1.1 Submission of Evidence

Submission of Evidence as described above (4.1.1.1) should be included with the bidder's proposal at time of bid closing. However, if the following is not submitted with the bid by the bid solicitation closing date, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The evidence provided by the bidder may be verified. PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

4.1.2 Financial evaluation

For evaluation purposes only, to the applicable rates will be weighted by approximate percentages, as described in the basis of payment in Appendix B. It does not commit the client department to respect the values or to comply with them. The financial limit for all activities on request required by the Contract shall not exceed \$15,000.00 plus applicable taxes (approximate amount annually).

For the global assessment, the fix part will be added to the activities on request for the period of the Contract as well as the option years.

4.1.2.1 Standard Acquisition Clauses and Conditions Manual

Clause A0222T (2014-06-26) of the SACC manual, Evaluation of Price - Canadian / Foreign Bidders.

4.2 Basis of selection

A bid must meet all the 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.

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 [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 with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969#afed).

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

Clause A3005T (2010-08-16).

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause A3010T (2010-08-16), Education and Experience

PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

There is no security requirement related to this contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.2 Standard Clauses and Conditions

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

7.3 Not applicable.

7.4 Term of Contract

7.4.1 Period of Contract

The period of the Contract is of one (1) year from the date of the contract, with a possible three (3) periods of one (1) year extension.

7.4.2 Option to Extend 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 period 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 15 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Serge Jean
Title: Supply specialist
Public Works and Government Services Canada
Acquisition Branch
155, d'Estimauville, Québec (Qc) G1J 0C7
Telephone: 418-649-2882
Facsimile: 418-648-2209
E-mail address: serge.jean@pwgsc.gc.ca

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

7.5.2 Technical Authority

"TO BE PROVIDED AT CONTRACT AWARD"

The Technical Authority for the Contract is:

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

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

The Technical Authority named above 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.

7.5.3 Contractor's Representative

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

Name: _____
 Telephone: _____
 Facsimile: _____
 Cellular: _____
 E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ (to be determined) (Applicable Taxes included) of which \$ (to be determined) (Applicable Taxes included) is for goods and/or services enumerated or described in part 1 of annex B, Basis of payment, and \$ (to be determined) (Applicable Taxes included) is for additional goods and/or services that may be requested on an "As and When Requested" basis at the prices and/or rates set out in part 2 of annex B, Basis of payment.

7.7.2 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with General Conditions 2035 16 (2016-04-04) 'Payment Period' and the following tables. Applicable Taxes are extra, if applicable.

a) Firm rates will be paid in accordance with Pricing at part 1 of Basis of payment in four (4) equal quarterly payments.

b) "As and When Requested" Work:

Any costs incurred for Extra Work will be paid, in accordance with Pricing Schedule 2 and the Statement of Work, Annex A, on an "as and when requested" basis, after completion, inspection and acceptance of the work performed.

Canada's total liability to the Contractor under the "as and when requested" portion of the Contract must not exceed (to be determined). Applicable Taxes are extra, if applicable.

The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority

whichever comes first.

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.

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.

7.7.3 SACC Manual Clauses

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

7.8 Invoicing Instructions - Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report described in Annex A, Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

2. The Contractor must distribute the invoices and reports as follows:

- (a) The original and two (2) copies of the invoices and maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.8.1 Travel and living expenses (for the on request part only)

The

The Contractor will be paid its authorized travel and living expenses that he reasonably and properly incurred in the performance of the work, at cost, without any allowance for overhead or profit, in accordance with allowances for meals, the use of a private vehicle and incidental allowances specified in the Treasury Board Guidelines on travel (<http://www.tbs-sct.gc.ca/psm-fpdm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>) and with the other provisions of the Directive relating to travelers, rather than those referring to employees.

All travel must be approved in advance by the Technical Authority. All payments are subject to verification by the government.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of payment;
- (e) the Contractor's proposal dated _____ (insert date of bid)

7.12 Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) (if applicable), apply to and form part of the Contract.

7.13 Insurance – Specific Requirements

7.13.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 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.

7.13.2 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.

7.14 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Technical Authority.

The Contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

7.15 Voluntary Reports for Apprentices Employed during the Contact

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade specialty

(Add lines if needed)

ANNEX A STATEMENT OF WORK

**MECHANICAL AND ELECTRICAL PREVENTIVE MAINTENANCE SERVICE
GENERATING SETS**

**BUILDINGS LOCATED ON TRANSPORT CANADA WHARVES TÊTE-À-LA-BALEINE
AND SAINT-AUGUSTIN**

Table of contents

Preventive maintenance – Generating sets	4 pages	Technical
specifications	3 pages	
Appendices	7 pages	

PREVENTIVE MAINTENANCE- GENERATING SETS

- 1. Purpose of contract**
 - This contract consists of carrying out inspections, maintenance and repairs to ensure proper functioning of generating sets on Transport Canada wharves in Saint-Augustin and Tête-à-la-Baleine.
 - Two (2) annual inspection visits shall be made during regular business hours and days. The first inspection visit shall be made in April and the second in October.
- 2. Standards, regulations and orders**

All maintenance and repair work shall be carried out in accordance with applicable CSA standards, the National Building Code, Fire Commissioner of Canada standards, and the regulations of local authorities having jurisdiction over this type of work.
- 3. Fire protection**
 - Technical fire protection standards:
As issued by the Fire Commissioner of Canada, these standards are applicable during the work, where relevant.
 - 301 Standard for Construction Operations:
As issued by the Fire Commissioner of Canada, this standard applies to work performed during the construction, modification, repair and demolition of a building.
 - Standards:
Standards can be viewed and read at the departmental office. Copies can also be obtained at the office of the:
Federal Commissioner- Fire Protection
Anne Cinq-Mars
Guy Favreau Complex, West Tower- 4th Floor
200 René-Lévesque Blvd. West
Montreal, Quebec H2Z 1X4
- 4. Protection and prevention**
 - Preventive maintenance work shall be performed according to a schedule that causes the least possible disruption to building occupants and users and in a manner that does not hinder the normal activities of building users. The Contractor shall confer with the wharf authority to determine the preventive maintenance schedule so that the arrangements made are acceptable.
 - In accordance with the safety standards of the Ministère du Travail du Québec, the Contractor shall take all safety measures and precautions necessary to protect persons and property from accidents and damage while maintenance or repair work is being performed.
- 5. Contractor responsibility**
 - The Contractor shall perform all work in accordance with the conditions set out in these specifications.

PREVENTIVE MAINTENANCE-GENERATING SETS

- All work must be carried out to the satisfaction of the Technical Authority. Work not accepted by the Technical Authority shall be rectified immediately at the Contractor's expense.
- The Contractor shall be responsible for any loss or damage to private property or to that of the Department caused by its work. Property shall be restored to its initial state at the Contractor's expense, to the satisfaction of the Technical Authority, within a reasonable time period.

6. Communication

The Contractor shall be available at all times for emergency repairs; its contact information shall be submitted to wharf authorities.

7. Repairs

- To avoid power failures, the Contractor shall notify the Technical Authority in writing of all required repairs found during system verification or maintenance.
- No repair shall be undertaken without authorization from the Technical Authority.
- If the Technical Authority decides to have the repairs performed by the Contractor for this contract, it shall comply with the decision and perform the repair work in accordance with these instructions.
- The above notwithstanding, if replacement of parts or major repairs are required due to negligence, error or clumsiness on the part of the Contractor, these shall be at the Contractor's expense. In that case, the Technical Authority shall decide on the procedure for performing the repairs.

8. Supplies

- The Contractor shall supply all of the following items:
 - I. Labour
All labour required to properly maintain mechanical installations as set out in these specifications.
 - I. Materials
 - Belts
 - Air filters
 - Oil filters
 - Antifreeze
 - Warning lights
 - Oil
 - Grease
 - Fuses
 - I. Instruments
All instruments required for calibration,

PREVENTIVE MAINTENANCE- GENERATING SETS

verification and adjustment of all electrical and mechanical equipment.

I. Transportation

Transportation of materials, tools and labour.

The Department shall not at any time provide compensation for coolant, antifreeze or oil, whatever the causes or circumstances leading to spills, unless the Department makes changes to cooling circuits, or unless circuits are vandalized.

9. Spare parts

- The Technical Authority reserves the right to decide on the quality of spare parts.
 - Parts used to maintain or repair equipment or the system shall be approved by the Technical Authority prior to purchase. Any parts installed without authorization or determined to be non-compliant by the Technical Authority shall be replaced within eight (8) days, failing which the Contractor shall be deemed to be in default.

10. Tidiness of premises

Debris shall not be allowed to accumulate. After each maintenance visit, the Contractor shall remove from the premises any waste and debris generated by its work. The Contractor shall leave the premises clean to the satisfaction of the wharf authority.

PREVENTIVE MAINTENANCE-GENERATING SETS

11. Service report

- On each service visit, the Contractor shall follow the specifications, draft a complete report of work performed, and send a copy to the Technical Authority.
- For the report, the Contractor shall use the form included at the end of these specifications, according to the visit. Forms must be completed as requested. For an emergency visit, the Contractor shall use the form identified as "Emergency Visit," and shall provide the name of the Technical Authority who requested the emergency visit.

12. Emergency service

- In case of emergency, the Contractor shall go to the site to perform the work within 24 hours of the Technical Authority's notification.

TECHNICAL SPECIFICATIONS
PREVENTIVE MAINTENANCE - GENERATING SETS

- | | |
|-------------------------------|---|
| 1. Related works | General clauses |
| 2. Date of inspection | First inspection in April, others alternating: October and April |
| 3. Equipment to be maintained | <ul style="list-style-type: none">• Diesel engine• Generator• Automatic transfer switch• Control panel• Fuel tank• Accumulators and chargers• Required inspection, maintenance and repair of equipment. |

4. Scope of work

The work consists of:

Lubrication system

1. Change the oil, filter elements and gaskets once a year (first visit).
2. Check the lubricating oil level.
3. Fix oil leaks if they occur.
4. On diesel engines, check the engine, injectors, hoses, fuel injection pump and filter.
5. Lubricate all areas necessary: set, inverter or accessories.

Cooling system

1. Change the antifreeze (once, first annual visit only).
2. Check the radiator tubes.
3. Clean the radiator.
4. Fix coolant leaks.

Fuel system

1. Inspect the level of fuel in the tank, the oil level and the engine coolant level.
2. Change the filter elements and gaskets (once, first annual visit only).
3. Empty the day tank (approximately 1 gallon to eliminate water and dirt).
4. Tanks and fuel lines must be inspected for accumulation of foreign matter (water, rust, dirt, leaks, etc.). All filters in the circuit must be replaced or cleaned if necessary.

Air system

1. Change the oil in the filter and clean it.
2. Change the air filters (if dry) and note the restriction.
3. Check the drains in the chamber and clean.
4. Inspect and clean the engine breathers.

TECHNICAL SPECIFICATIONS

PREVENTIVE MAINTENANCE- GENERATING SETS

Exhaust system

1. Check the silencer supports.
2. Tighten the bolts on the tubing if needed.
3. Clean and drain the silencer.

Start system

1. Check the electrolyte density in the battery cells, as well as the liquid level.
2. Check the start system, specifically the batteries, cables, solenoids and starter.
3. Oil or grease the starter.
4. Adjust the charger.

Protection system

1. Check for problems with low oil pressure, high coolant temperature, over speeding and starting.

Other

1. Check belts and adjust tension and loads if necessary.
2. Lubricate control mechanisms if necessary.

Check the generator

1. Check the condition of the brushes and the switch (if necessary).
2. Lubricate the bearings if necessary.
3. Check cable connections.
4. Tighten connections, fastenings, bolts, etc.
5. Clean the generator and its components.
6. Check generator ventilation.
7. Check and dean the voltage regulator (if applicable) and the circuits.
8. Perform a general check of the electrical wiring and tighten all wiring connections.
9. Check that the group is firmly anchored to the floor.
10. Check operation (machine running).
11. Check all instruments and signal lights, specifically the ammeter, voltmeter, hour meter and frequency meter, to ensure that they are functioning normally.
12. Ensure that the brushes are not producing sparks.

Engine

1. Note the start-up time.
2. Check for leaks: oil, antifreeze, fuel and exhaust gas from the engine and the piping.
3. Check the drains in the air chamber.
4. Check the level of vibration and noise, as well as the alignment of the generator.
5. Read the temperature, oil pressure, speed and ammeter.
6. Check that the valves on the water circuit and the louvers are functioning properly.
7. Note the engine revolutions and adjust the speed regulator accordingly.
8. Check that the coolant and/or lubricant heaters are functioning properly.
9. Check all safety accessories for high temperatures, low oil pressure and excessive speed.
10. Check that auxiliary equipment is functioning properly, such as fuel transfer pumps and ventilation controls for the generator room.

TECHNICAL SPECIFICATIONS
PREVENTIVE MAINTENANCE- GENERATING SETS

Automatic transfer and control panel

1. Perform a visual verification.
2. Check and tighten all connections in the control and power wiring, grounding and accessible hardware.
3. Check the capacity and type of switch fuses if necessary and replace with appropriate models.
4. Check panel ventilation and dean the vacuum.
5. Check that the automatic start-up is functioning properly in the report.
6. Record the voltage, power, control and no-load frequency readings in the report.
7. Add the load and check all equipment in operation to ensure that it is functioning normally. The machine should operate for at least one hour with a load.
8. Record the voltage, amperage and load frequency readings in the report.
9. Check that the relays, protective selector lights, instruments, inverter and charger are functioning properly.
10. Check the operating temperature of the various elements, particularly the circuit breaker or contact switch windings, using an infrared device.
11. Ensure that fault signals go to the fire alarm panel.
12. Check the phase balance on emergency and report any significant imbalances.
13. The minutes for the automatic exercise will be issued on schedule if needed.

5. Every 4 years after the first inspection, the Contractors shall:

Generator

- Perform dielectric absorption testing on the windings.
- Check the insulation on the generator windings.

Engine

- Check the quality of the coolant.
- Clean the radiator tubes and the cooling fins.

6. Every 500 hours of operation (from the beginning of the contract period)

Check the engine valves and dean and maintain the injector nozzles.

7. Instructions

Provide the personnel responsible with instructions for operating and maintaining the equipment between visits by the Contractor's personnel.

8. Service report

Draft a report with a description of the problem and recommendations. See appended form.

9. Emergency visit

Draft a report with a description of the problem and recommendations. See appended form.

Appendices

SERVICE REPORT

1. Equipment description

2. Additional work

3. Recommendations

Requester: _____

Date: _____

EMERGENCY VISIT

1. Equipment description

2. Urgent work

3. Recommendations

Requester: _____

Date: _____

GENERATOR
Saint-Augustin

Cummins Onan Generator

Serial number:	H050822683
Model number:	DGCG-5738837
Power:	80 kW
Series:	465-25664

GENERATOR
Saint-Augustin

Cummins-Onan Generator

Model number:	DSFAE 80 KW
Power:	80 kW
Engine:	Cummins
Model:	Q5B5-G3 NR3 4 cylinder

GENERATOR
Saint-Augustin

Cummins Onan Generator

Serial number:	Model	K0081176142
number:	Power:	DNAD4492838
		7.7 kW

GENERATO
R
Tête-à-la-Baleine

Cummins-Onan Generator

1

Model number:	DSKBA-20KW
Power:	20 kW
Engine:	Cummins
Model:	V2203-M 4 cylinder

Solicitation No. - N° de l'invitation
EE517-170534/A
Client Ref. No. - N° de réf. du client
EE517-170534

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-6-39081

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No./N° VME

GENERATOR
Tête-à-la-Baleine

Onnan Kubota Generator

Serial No: C080166540
Model number: 15DKAC70755209
Power: 15 kW Engine:
Kubota Serie:
07W2893
Model: 01703-BG-E

ANNEX B

BASIS OF PAYMENT

1. Firm Lot Price – Fix Part

Provide firm lot price (all inclusive) per year including labour, supervision, travel, material, equipment, tools, accessories and all other supplies or knowledge needed to carry out inspections, maintenance and repairs to ensure proper functioning of generating sets on Transport Canada wharves in Saint-Augustin and Tête-à-la-Baleine, Quebec, according to Appendix A, for the period of contract (one year).

Period	Annual firm price for the contract period (taxes excluded)
Year 1 – from July 15, 2017 to August 31 st , 2018	\$
Option Year 1 - from September 1 st , 2018 to August 31 st , 2019	\$
Option Year 2 - from September 1 st , 2019 to August 31 st , 2020	\$
Option Year 3 - from September 1 st , 2020 to August 31 st , 2021	\$

2. Additional Work Part

For all other work not covered by the firm lot price, but which requires action by the Contractor on the Saint-Augustin and Tête-à-la-Baleine generating sets, the additional work part will apply.

The Contractor shall provide services for additional work to be carried out only as needed; in this event, the Contractor shall invoice the actual hours worked. All-inclusive, fixed rates shall factor in general fees, profit margin and all other related fees. The Contractor shall obtain authorization before carrying out additional work, and a separate order will be placed by the Technical Authority each time additional work will be required.

The approximate percentage of use is indicated for evaluation purposes only and does not commit the Department to order any quantity.

2.1 Hourly productive firm rate on site

(please note that this rate will remain the same for the period of contract as well as for the optional years)

	Approximate % of use
During regular hours, from Monday to Friday \$ _____/hr/person	60%
During the evening, week-end, and holidays \$ _____/hr/person	10%

Waiting time (due to weather or events beyond the scope of the contractor). The waiting time must be approved by PWGSC.

\$ _____/hr/person	2%
--------------------	----

2.2 Payment of materials

(please note that this percentage will remain the same for the period of contract as well as for the optional years)

Payment for materials and spare parts at cost plus a percentage increase to cover costs and profit. Upon request of PWGSC, provide proof of original cost. Procure materials and parts at cost as economical as possible. The engineer reserves the right to verify the cost of the supplier.

	Approximate % of use
INCREASE: _____%	28%

ESTIMATE

The engineer reserves the right to request an estimate to the contractor on work to be done that are not part of the "firm lot price". The estimate will be prepared at no cost and will be based on hourly rates and the increase in the cost provided in this. When a cost estimate was submitted and was accepted by the engineer, the work must meet the estimate.

ANNEX C Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes.

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

Name:
Signature:
Company Name:
Company Legal Name:
Solicitation Number:

Optional information to provide:
Number of apprentices planned to be working on this contract:
Trades of those apprentices:

¹ The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

Solicitation No. - N° de l'invitation
EE517-170534/A
Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-6-39081

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No./N° VME

ANNEX D – LIST OF QUALIFIED PERSONNEL

ITEM	Name and first name	Trade	Years of experience	Similar contracts (maximum of two)
1				
2				
3				
4				
5				
6				
7				

Add lines if necessary