

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St./11 rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**

## INVITATION TO TENDER APPEL D'OFFRES

**Tender 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.

### **Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### **Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

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

### **Issuing Office - Bureau de distribution**

Construction Services Division/Division des services  
de construction  
11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

|  |  |
|--|--|
| <b>Title - Sujet</b><br>ELEVATOR MODERNIZATION   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EP076-121984/A   | <b>Date</b><br>2012-02-28  |
| <b>Client Reference No. - N° de référence du client</b><br>20121984  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$FG-340-59521 |
| <b>File No. - N° de dossier</b><br>fg340.EP076-121984  | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-03-21</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight<br>Saving Time EDT   |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>                          |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Brouillet, Richard  | <b>Buyer Id - Id de l'acheteur</b><br>fg340                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-0457 ( )   | <b>FAX No. - N° de FAX</b><br>(819) 956-8335                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Health Protection Building<br>200 Tunney's Pasture Driveway<br>Ottawa, ON |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EP076-121984/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg340

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

20121984

File No. - N° du dossier

fg340EP076-121984

CCC No./N° CCC - FMS No/ N° VME

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## **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

### **IMPORTANT NOTICE TO BIDDERS**

**CLAUSES REFERRED TO BY NUMBER (I.E. R5110D, 2035, R2890D, ETC.) CAN BE FOUND AT THE FOLLOWING WEBSITE:** <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp> ((to proceed with a search select "Search SACC" and insert clause reference number in ID box)

### **AMENDED CONTRACT SECURITY REQUIREMENTS for PART A - CONSTRUCTION**

The required amount of a security deposit or of a letter of credit is established at 20% of the contract amount with no maximum. See GC9.2 of R2890D - Contract Security. Please note that security deposits and letters of credit are no longer accepted in combination with labour and material payment bonds.

### **LIMITATION OF LIABILITY for PART A - CONSTRUCTION**

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 of R2810D "Indemnification By the Contractor" in the Supplementary Conditions.

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## TABLE OF CONTENTS

### 1- SPECIAL INSTRUCTIONS TO BIDDERS

SI01 Requirement  
SI02 Pre-qualified List  
SI03 Bid Documents  
SI04 Enquiries During the Solicitation Period  
SI05 Site Visit  
SI06 Revision of Bid  
SI07 Basis of Selection  
SI08 Insufficient Funding  
SI09 Bid Validity Period  
SI10 Construction and Maintenance Documents  
SI11 Security Clearance  
SI12 Web Sites

#### **GENERAL INSTRUCTIONS TO BIDDERS (GI) - R5110T (2011-05-16)**

R5110T is included by reference, is available at the following Web Site  
<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp> and includes the following:

GI01 Code of Conduct for Procurement  
GI02 Preparation of Bid  
GI03 Identity or Legal Capacity of the Bidder  
GI04 Goods and Services Tax/Harmonized Sales Tax  
GI05 Quebec Sales Tax  
GI06 Listing of Subcontractors and Suppliers  
GI07 Bid Security Requirements  
GI08 Submission of Bids  
GI09 Bid Opening  
GI10 Revision of Bids  
GI11 Acceptance of Bids  
GI12 Bid Costs  
GI13 Procurement Business Number  
GI14 Compliance With Applicable Laws  
GI15 Approval of Alternative Materials  
GI16 Performance Evaluation  
GI17 Conflict of Interest - Unfair Advantage

### 2- CONDITIONS - PART A - CONSTRUCTION

CDA01 Contract Documents

#### **Supplementary Conditions (SCA)**

SCA01 Security Requirement for Canadian Contractors  
SCA02 Limitation of Liability

### 3- CONDITIONS - PART B - MAINTENANCE

CDB01 Contract Documents

**Supplementary Conditions (SCB)**

SCB01 Work Requirement  
SCB02 Security Requirement for Canadian Contractors  
SCB03 Authorities  
SCB04 Priority of Documents  
SCB05 Applicable Laws  
SCB06 Commercial General Liability Insurance  
SCB07 Insurance Requirements  
SCB08 Determination of Cost  
SCB09 Basis of Payment  
SCB10 Invoicing Instructions - Maintenance Services  
SCB11 Pre-Commencement Meeting  
SCB12 Co-operation with Other Contractors  
SCB13 Publicity

**4- BID AND ACCEPTANCE FORM**

BA01 Identification  
BA02 Business Name and Address of Bidder  
BA03 The Offer  
    PART A - Construction  
    PART B - Maintenance  
BA04 Bid Validity Period  
BA05 Acceptance and Contract  
BA06 Term of Contracts  
BA07 Bid Security  
BA08 Signature

**5- CERTIFICATIONS**

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

**Annex A - Specifications for Elevating Devices Maintenance- Part B**

**Annex B - Security Requirements Check List (SRCL)**

## 1- SPECIAL INSTRUCTIONS TO BIDDERS

### SI01 REQUIREMENT

This solicitation combines an Invitation to Tender for the modernization of elevators construction project (Part A) and an Invitation to Tender for the subsequent long term elevator maintenance services (Part B). Each part shall result in a separate contract, and both contracts will be awarded to a single contractor.

During the Modernization Work (Part A), the Contractor will be responsible for the maintenance of the Elevators being Modernized.

### SI02 PRE-QUALIFIED LIST

Only bids from Bidders whose names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors** for the province of **Ontario** and for all the following type of equipment: **electrical**, will be considered for this solicitation.

### SI03 BID DOCUMENTS

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders R5110T (2011-05-16) as amended by paragraph 3) of SI03;
- (d) Drawings and Specifications - Part A;
- (e) Specifications for Elevating Devices Maintenance - Part B;
- (f) Clauses and conditions identified in "Contract Documents" articles - CDA01 and CDB01;
- (g) Bid and Acceptance Form; and
- (h) Any amendment issued prior to the bid closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2) General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>.

3) R5110T, GI13 Procurement Business Number is replaced by the following: Canadian suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](https://srisupplier.contractsCanada.gc.ca/) (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

**SI04 ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this solicitation must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 of R5110T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this solicitation sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

**SI05 SITE VISIT**

There will be a site visit on March 8, 2012 at 10:30am. Interested bidders are to meet at the Main Entrance, Health Protection Building, 200 Tunney's Pasture Drive, Ottawa, ON.

**SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R5110T "General Instructions to Bidders". The facsimile number for receipt of revisions is (819) 956-1459.

**SI07 BASIS OF SELECTION**

- 1) The Bidder submitting the compliant bid with the lowest **Total Evaluated Price** will be recommended for award of both resulting contracts.
- 2) The **Total Evaluated Price** will be calculated using the amounts offered in PART A and PART B of BA03 of the Bid and Acceptance Form.

- (a) For purposes of calculating the **Total Evaluated Price**, the Total Monthly Amount (TMA) offered for long term maintenance (Part B) shall be converted to a **Net Present Value (NPV)** as follows:

$$\text{NPV} = \text{TMA} \times \text{NPVm}.$$

Where

**TMA** = Total Monthly Amount of BA03 - PART B of the Bid and Acceptance Form

**NPVm** = Net Present Value multiplier

The Net Present Value multiplier (NPVm) is derived using the Bank of Canada long-term Benchmark Bond yield of January 31, 2012 (2.64% annum), a term of 300 months (the maximum period of the maintenance contract) and monthly interest compounding.

This yields a **NPVm** = \$292.28

- (b) **The formula used to calculate the Total Evaluated Price (TEP) is as follows:**

**TEP = Total Bid Amount (TBA)** in BA03 - PART A of the Bid and Acceptance Form **PLUS Net Present Value (NPV)**.

*Example of Evaluation:*

*Company XYZ submits bids in the following amounts:*

*TBA - Total Bid Amount (PART A) = \$300,000*

*TMA - Total Monthly Amount (PART B) = \$3,000/month*

*NPVm - Net Present Value multiplier = \$292.28*

*NPV - Net Present Value = \$3,000.00 (TMA) X \$292.28 (NPVm) = \$876,840.00*

*Company XYZ **Total Evaluated Price** = TBA (\$300,000.00) + NPV (\$876,840.00) = **\$1,176,840.00***

**SI08 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may
  - (a) cancel the solicitation; or
  - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
  - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI09 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI09 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI09 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R5110T of the "General Instructions to Bidders".

**SI10 CONSTRUCTION AND MAINTENANCE DOCUMENTS**

- 1) The successful contractor will be provided with one paper copy of the sealed and signed drawings, the construction specifications, the maintenance specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5) will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.



**SI11 SECURITY CLEARANCE**

**This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SCA01 of the Supplementary Conditions - Part A and clause SCB02 of the Supplementary Conditions - Part B included herein).**

- 1) **At bid closing, the Bidder must hold a valid** Designated Organization Screening (DOS) as indicated in section SCA01 of the Supplementary Conditions - Part A and section SCB02 Supplementary Conditions - Part B. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 2) The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SCA01 of the Supplementary Conditions - Part A and section SCB02 of the Supplementary Conditions - Part B. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
- 3) For any enquiries concerning the project security requirement, during the bidding period, the Bidder must follow the instructions as detailed in SI04 "Enquiries during the Solicitation Period" . Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free)

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**SI12 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Contracts Canada <http://www.contractscanada.gc.ca/index-eng.html>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC Industrial Security Services, <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

## 2- CONDITIONS - PART A - CONSTRUCTION

### CDA01 CONTRACT DOCUMENTS

1) The following are the contract documents:

- (a) Contract page when signed by Canada;
- (b) Duly completed Bid and Acceptance Form;
- (c) Drawings and Specifications;
- (d) The following clauses and conditions:
 

|   |  |        |               |
|---|--|--------|---------------|
| General Conditions:   |  |        |               |
| GC1   | General Provisions                                 | R2810D | (2011-05-16); |
| GC2   | Administration of the Contract                     | R2820D | (2011-05-16); |
| GC3   | Execution and Control of the Work                  | R2830D | (2010-01-11); |
| GC4   | Protective Measures                                | R2840D | (2008-05-12); |
| GC5   | Terms of Payment                                   | R2850D | (2010-01-11); |
| GC6   | Delays and Changes in the Work                     | R2860D | (2008-05-12); |
| GC7   | Default, Suspension or Termination of Contract     | R2870D | (2008-05-12); |
| GC8   | Dispute Resolution                                 | R2880D | (2008-12-12); |
| GC9   | Contract Security                                  | R2890D | (2011-05-16); |
| GC10  | Insurance  | R2900D | (2008-05-12); |
| Supplementary Conditions;                                   |  |        |               |
|   | Insurance Terms                                    | R2910D | (2008-12-12); |
|   | Fair Wages and Hours of Labour - Labour Conditions | R2940D | (2010-01-11); |
|   | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2007-05-25); |
| Schedules of Wage Rates for Federal Construction Contracts; |  |        |               |
- (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

- 2) The documents identified by title, number and date are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>.
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS - PART A (SCA)**

### **SCA01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex 'B';
  - (b) Industrial Security Manual (Latest Edition).

### **SCA02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

#### **GC1.6 Indemnification by the Contractor**

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - (a) In respect to losses for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
  - (b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### 3- CONDITIONS - PART B - MAINTENANCE

#### CDB01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form;
  - (c) Specifications for Elevating Devices Maintenance;
  - (d) General Conditions 2035 (2011-05-16);
  - (e) Monthly Payment H1008C (2008-05-12);
  - (f) T1204 - Information Reporting by Contractor A9116C (2007-11-30);
  - (g) Foreign Nationals (Canadian Contractor) A2000C (2006-06-16);
  - (h) Certification A3015C (2008-12-12);
  - (i) Supplementary Conditions - Part B - Maintenance;
  - (j) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (k) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (l) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) of CDB01 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp>.
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS - PART B (SCB)**

### **SCB01 WORK REQUIREMENT**

- 1) To provide Long Term Maintenance Services including all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices on at Health Protection Building, 200 Tunney's Pasture Drive, Ottawa, Ontario.
- 2) The service must be provided in accordance with the Specifications for Elevating Devices Maintenance number 8M25-0367-3.

### **SCB02 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS**

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex 'A';
  - (b) Industrial Security Manual (Latest Edition).

### **SCB03 AUTHORITIES**

**THIS INFORMATION WILL BE PROVIDED AT THE BEGINNING OF THE CONTRACT PERIOD FOR PART B - MAINTENANCE.**

### **SCB04 PRIORITY OF DOCUMENTS**

In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (a) any amendment or variation of the Contract Document - Part B - Maintenance;
- (b) any amendment issued prior to bid closing;
- (c) Supplementary Conditions;
- (d) General Conditions - 2035 - 2011-05-16;
- (e) the duly completed Bid and Acceptance Form when accepted;
- (f) the Specifications for Elevating Devices Maintenance;
- (g) the Security Requirements Check List.

later dates shall govern within each of the above categories of documents.

**SCB05 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties shall be governed by the applicable laws in force in the province where the work is performed.

**SCB06 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 \$5,000,000 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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



**SCB07 INSURANCE REQUIREMENTS**

- 1) The Contractor must comply with the insurance requirements specified in SCB06 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.
- 2) 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.
- 3) The Contractor must forward to the Contracting Authority within thirty (30) days after the date of the issuance of the Certificate of Completion of the construction 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.

**SCB08 DETERMINATION OF COST**

- 1) Canada may order additional Services and dispense with or change any part of the Services required by the Contract.
- 2) The amount of the increase or decrease in the contract amount shall be an amount mutually agreed upon by Canada and the Contractor.
- 3) Failing to agree in the amount of increase in services, the amount shall be the reasonable and proper costs paid or legally payable by the Contractor directly attributable to the additional services, plus 10% of the total of such costs being an allowance for overhead, including finance and interest charges, and profit.
- 4) Failing to agree in the amount of decrease in services, the amount will be established by Canada.

## SCB09 BASIS OF PAYMENT

- 1) **Progress Payment** - Progress payments shall be made at monthly intervals not later than 30 days after the end of the monthly interval. The amount of the progress payment shall be the Total Monthly Amount shown on the Bid for the first year and adjusted Total Monthly Amount according to article 2 below for the following years.
- 2) **Yearly Price Adjustment:** On April 1st of each year, the Total Monthly Amount shall be adjusted in the manner provided below. The first adjustment shall be made on April 1st following the first full year of the term of the Part B Maintenance Contract (Term of Contracts is described in BA06 of the Bid and Acceptance Form).

The adjustment of materials shall be made according to the index of Electrical Equipment Manufacturing V53384938, (Base 2002=100) as published by Statistics Canada.

The adjustment of labour shall be made according to the hourly Total Compensation Package regular rate published each year by the National Elevator and Escalator Association for the previous year.

The adjustment of travel expenses shall be made according to the Consumer Price Index V41690973 (62-001-X, Base 2002=100 ) as published by Statistics Canada.

### Price Adjustment:

- (a) **Materials :** For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 20% of the above monthly price by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted materials monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- (b) **Labour :** For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 80% of the monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to the elevator mechanics in the locality where the equipment is to be maintained.

For subsequent adjustments, the adjusted labour monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to elevator mechanics in the locality where the equipment is to be maintained.

- (c) **Travel Expenses :** For the initial adjustment, the monthly travel expenses, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying the travel expenses by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- 3) **Overtime Payments** : In the event that examinations, repairs or a call-back service included in the Contract are required during overtime working hours, the Contractor shall absorb the hours worked according to the hourly Total Compensation Package regular rate and Canada shall be charged only for the difference between the hourly Total Compensation Package regular rate and the hourly Total Compensation Package overtime rate as obtained from the National Elevator and Escalator Association. In the event of additional disbursements, Canada shall pay the difference between the disbursements incurred and the disbursements included in the monthly prices, provided that such disbursements are properly substantiated. An allowance for overhead and profit in an amount of 10% of the above overtime and disbursement payments shall also be paid to the Contractor.
- 4) **Pro-Rations**: Section 2, Particular Requirements, of the Specifications may indicate, under "Pro-Ration", items which may require replacement before the end of the Contract and a percentage of wear for each of these items at the time of the award of the Contract. When these items are replaced, Canada shall pay an amount calculated by multiplying the cost of the replacement by the percentage of wear shown under "Pro-Ration". Canada shall also pay an additional amount calculated by multiplying the balance of the replacement cost by the proportion between the Term of the Contract remaining at the time the replacement is ordered and the total Term of the Contract. The Contractor shall be responsible for the remaining amount.

#### SCB10 INVOICING INSTRUCTIONS - MAINTENANCE SERVICES

- 1) Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and other documents called for under any resulting contract.
- 2) Invoices must be submitted monthly, on the Contractor's own form and must be prepared to show:
  - (a) Company name and address;
  - (b) File Number, Contract Serial Number, and Financial Code;
  - (c) Description on Work;
  - (d) Location of work;
  - (e) Goods and Services Tax/Harmonized Sales Tax, as applicable;
  - (f) Client Reference Number (CRN);
  - (g) Procurement Business Number (PBN);
- 3) The monthly invoice will be processed for payment only if all reports applicable for that month as described under Article "2.15" of the Maintenance Specifications have been received by the Technical Authority.

#### SCB11 PRE-COMMENCEMENT MEETING

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

#### SCB12 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate fully with other contractors or workers sent by Canada to the premises where the Services are to be performed.

Solicitation No. - N° de l'invitation

EP076-121984/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg340

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

20121984

File No. - N° du dossier

fg340EP076-121984

CCC No./N° CCC - FMS No/ N° VME

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### **SCB13 PUBLICITY**

The Contractor shall neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the Services without the approval of the Technical Authority. Notices and signs that indicate that the equipment is out of service shall be in both official languages of Canada with equal prominence given to each language.

**4- BID AND ACCEPTANCE FORM** (2 pages)**BA01 IDENTIFICATION**

Elevator Modernization, Health Protection Building, 200 Tunney's Pasture Drive, Ottawa, ON

Project Number: **R.004594.002** (Construction)

Project Number: **8M25-0367-3** (Maintenance)

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for

**PART A - Construction**

the Total Bid Amount of

\$ \_\_\_\_\_ excluding GST/HST;  
(to be expressed in numbers only)

and

**PART B - Maintenance**

The Total Monthly Amount of

\$ \_\_\_\_\_ excluding GST/HST; which consists of  
(to be expressed in numbers only)

(a) a monthly amount of \$ \_\_\_\_\_ for materials and labour; and

(b) a monthly amount of \$ \_\_\_\_\_ for travel expenses.

The Total Monthly Amount shall be adjusted yearly as per paragraph 2) of SCB09.

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 30 days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, two (2) binding Contracts shall be formed between Canada and the Contractor. The documents forming the Contracts shall be the contract documents referred to in **CDA01** for **PART A - Construction** and **CDB01** for **PART B - Maintenance**.

**BA06 TERM OF CONTRACTS**

- 1) The Contractor shall perform and complete the Work of **PART A - Construction**, within Thirty-eight (38) weeks from the date of notification of acceptance of the offer.
- 2) The Contractor shall perform the Work of **PART B - Maintenance**, hereinafter called the Term of Contract of Part B - Maintenance, for a period of ten (10) years commencing on the date of issuance of the Certificate of Completion of **PART A - Construction**.
- 3) The Contractor grants to Canada the irrevocable option to extend the term of Contract of Part B - Maintenance by up to three (3) additional five (5) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 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.

**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid for **PART A - Construction** in accordance with GI07 BID SECURITY REQUIREMENTS of R5110T of "General Instructions to Bidders" .

**BA08 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 5- CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

### 5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, 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.

#### 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 the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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, 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, (<http://laws.justice.gc.ca/en/E-5.401/index.html>) S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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 (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>) is available on the HRSDC Web site.

# **“Annex A”**

## **'SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE - PART B'**



# **“Annex B”**

## **SECURITY REQUIREMENTS CHECK LIST (SRCL)**

# **ANNEXE A**

## **Devis d'entretien**

## **d'appareils élévateurs**

**Nom du projet :** Immeuble de la Protection de la santé  
200, promenade Pré Tunney, Ottawa (Ontario)

**Numéro du devis :** 8M25-0367-3

**Table des matières**

**Section 1 Exigences générales**

|   | <b>Page</b> |
|---|-------------|
| 1. Étendue des travaux.....   | 1           |
| 2. Exécution des travaux.....   | 1           |
| 2.1 Registre d'entretien des appareils élévateurs .....                                 | 1           |
| 2.2 Services d'entretien .....  | 1           |
| 2.3 Dispositifs de sécurité et essais.....  | 1           |
| 2.4 Codes de sécurité.....  | 2           |
| 2.5 Fonctionnement.....   | 2           |
| 2.6 Répartiteur de groupes .....  | 2           |
| 2.7 Travaux exclus.....   | 2           |
| 2.8 Heures de travail.....  | 3           |
| 2.9 Service téléphonique.....   | 3           |
| 2.10 Service de rappel.....   | 3           |
| 2.11 Stock de pièces de rechange.....   | 3           |
| 2.12 Réparations.....   | 3           |
| 2.13 Nettoyage et peinture.....   | 3           |
| 2.14 Schémas de câblage, instructions de réglage et descriptions de fonctionnement..... | 4           |
| 2.15 Production de rapports .....   | 4           |
| 2.16 Protection de l'environnement.....   | 4           |

**Section 2 Exigences particulières**

|   | <b>Page</b> |
|---|-------------|
| 1. Exclusions particulières .....   | 1           |
| 2. Prorata.....   | 1           |
| 3. Main-d'oeuvre spécialisée.....   | 1           |
| 4. Autres conditions particulières.....   | 1           |
| 5. Fréquence des inspections .....  | 1           |
| 6. Service de rappel.....   | 1           |
| 7. Temps de réponse.....  | 1           |
| 8. Ascenseurs, monte-charge et petits monte-charge - Tableau de la fréquence des tâches d'entretien ..... | 2           |

## **1. ÉTENDUE DES TRAVAUX**

L'Entrepreneur doit fournir tous les outils, tout le matériel, tous les matériaux et toute la main-d'oeuvre nécessaires pour effectuer l'entretien, les inspections, les essais, les mises à jour et/ou les améliorations des logiciels et les réparations des appareils élévateurs décrits à la Section 2, Exigences particulières, du présent devis.

## **2. EXÉCUTION DES TRAVAUX**

L'Entrepreneur doit effectuer l'entretien des appareils élévateurs décrits à la Section 2, Exigences particulières, en appliquant toutes les précautions raisonnables pour maintenir le matériel en état de fonctionner en toute sécurité.

### **2.1 Registre d'entretien des appareils élévateurs**

L'Entrepreneur doit garder à jour les données du registre d'entretien des appareils élévateurs, fourni par TPSGC, relatives à chaque élément de matériel, de façon à pouvoir confirmer la conformité du matériel aux exigences énoncées à l'article 2.2, Services d'entretien, et aux normes et codes pertinents énoncés à l'article 2.4, Codes de sécurité, du présent devis. Ce registre d'entretien peut servir d'attestation d'exécution en cas de discordance entre les services rendus et les services facturés; les exigences et les intervalles d'entretien qui y sont indiqués doivent être considérés comme minimales. Si, de l'avis de l'Entrepreneur, les exigences et les fréquences doivent être augmentées, ce dernier peut aller de l'avant, à condition d'en informer le Représentant du Ministère et d'inscrire les changements dans le registre d'entretien.

### **2.2 Services d'entretien**

- .1 L'Entrepreneur doit vérifier, nettoyer, régler, étalonner et lubrifier régulièrement et systématiquement tous les composants du matériel, aux intervalles prescrits à la Section 2, Exigences particulières. Si les conditions l'exigent, il doit aussi réparer ou remplacer tous les composants en utilisant seulement des pièces de rechange d'origine.
- .2 Pour les besoins du présent contrat, l'expression « pièces de rechange d'origine » désigne uniquement :
  - .1 les pièces fabriquées par le fabricant d'origine;
  - .2 les pièces dont l'utilisation est autorisée par le fabricant d'origine;
  - .3 les pièces dont l'utilisation est approuvée par écrit, par le Représentant du Ministère, pour l'application proposée; avant de donner son approbation, le Représentant du Ministère se réserve le droit d'exiger que les pièces de rechange soient certifiées pour l'application proposée, par un laboratoire indépendant de son choix, aux frais de l'Entrepreneur.
- .3 L'Entrepreneur doit :
  - .1 fournir tous les lubrifiants, les fluides hydrauliques, les ampoules d'éclairage de la cabine, les ballasts de démarrage et les tubes pour les appareils d'éclairage fluorescent des cabines, les lampes des dispositifs de signalisation, les lampes pour fosses d'ascenseur, les lampes montées sur le toit des cabines et celles des locaux techniques appropriés, tout le matériel hydraulique enfoui, le système de protection cathodique et le sous-plancher et le revêtement du plancher des cabines (sauf les moquettes);
  - .2 nettoyer les gaines et les fosses d'ascenseur, le toit et le plafond des cabines, les vides des plafonds, les plafonds suspendus et les poutres triangulées.

### **2.3 Dispositifs de sécurité et essais**

- .1 L'Entrepreneur doit inspecter et régler tous les dispositifs de sécurité, aussi souvent que nécessaire, et effectuer tous les essais prescrits par les codes et les normes décrits à l'article 2.4 ci-dessous. Dans les endroits où la loi l'exige, l'Entrepreneur doit s'assurer d'effectuer les essais en présence de l'organisme responsable de l'inspection ou de l'application des règlements.

- .2 L'Entrepreneur doit coordonner l'inspection et les essais annuels du matériel qu'effectue l'organisme d'inspection/d'application des règlements et apporter son concours à ce dernier.

## **2.4 Codes de sécurité**

- .1 L'Entrepreneur doit, en plus des autres exigences réglementaires auxquelles ses travaux peuvent être assujettis, se conformer aux versions des normes et des codes suivants en vigueur au moment de l'adjudication du contrat :
- .1 ASME A17.1/CSA B44, Code de sécurité sur les ascenseurs, les monte-charges et les escaliers mécaniques (y compris tous les appendices);
  - .2 CSA B44.1/ASME A17.5, Appareillage électrique d'ascenseurs et d'escaliers mécaniques;
  - .3 B44.2 -07, Exigences et intervalles d'entretien pour les ascenseurs, monte-charge, petits monte-charge, escaliers mécaniques et trottoirs roulants;
  - .4 CAN/CSA-B355, Appareils élévateurs pour personnes handicapées (y compris l'appendice A);
  - .5 Code national du bâtiment;
  - .6 Code national de prévention des incendies;
  - .7 lois et règlements provinciaux et territoriaux;
  - .8 arrêtés municipaux.
- .2 Lorsque plusieurs règlements concurrents existent, les plus stricts s'appliquent.

## **2.5 Fonctionnement**

- .1 L'Entrepreneur doit maintenir le rendement initial du matériel conforme aux normes et aux codes énoncés à l'article 2.4, relativement, sans toutefois s'y limiter, aux éléments suivants :
- .1 la vitesse nominale;
  - .2 l'accélération;
  - .3 la décélération;
  - .4 les délais d'ouverture et de fermeture des portes;
  - .5 le fonctionnement du régulateur de vitesse et des parachutes.

## **2.6 Répartiteur de groupes**

L'Entrepreneur doit effectuer des essais périodiques du répartiteur de groupes, afin que le réglage des circuits et des temps d'attente soit conforme aux exigences en matière de circulation visant le bâtiment, en fonction des capacités nominales du système, ainsi qu'aux codes applicables. L'Entrepreneur doit fournir, sur demande du Représentant du Ministère, une étude de la circulation contenant des données statistiques pertinentes.

## **2.7 Travaux exclus**

- .1 L'Entrepreneur n'est pas tenu d'effectuer des remises à neuf ou des réparations attribuables à :
- .1 de la négligence ou d'une utilisation abusive du matériel par des tiers;
  - .2 des causes hors de son contrôle, à l'exception des défaillances causées par une usure normale du matériel.
- .2 L'Entrepreneur n'a pas à :
- .1 remettre à neuf, protéger, réparer ou remplacer les parois de cabines, les balustrades, les panneaux ainsi que les cadres et seuils des portes palières et des cabines;
  - .2 nettoyer, laver, cirer et polir les planchers des cabines;
  - .3 effectuer des essais de sécurité autres que ceux précisés dans le contrat, installer des pièces supplémentaires ou installer des pièces de rechange d'un modèle différent des pièces qui étaient en place au moment de l'adjudication du contrat, que ces interventions aient ou non été recommandées ou ordonnées par une compagnie d'assurance ou un organisme officiel.

.3 D'autres exclusions peuvent être précisées dans la Section 2, Exigences particulières, du devis.

## **2.8 Heures de travail**

Sauf indication contraire dans la Section 2, Exigences particulières, l'Entrepreneur doit effectuer tous les travaux pendant les heures (7 h à 17 h) et les jours (du lundi au vendredi, sauf les jours fériés) normaux de travail.

## **2.9 Service téléphonique**

L'Entrepreneur doit fournir un service téléphonique complet en tout temps.

## **2.10 Service de rappel**

L'Entrepreneur doit fournir un service de rappel, entre les examens réguliers, qui respecte les temps de réponse précisés à la Section 2, Exigences particulières, du devis.

## **2.11 Stock de pièces de rechange**

- .1 L'Entrepreneur doit conserver dans chaque bâtiment, en nombre suffisant, les pièces de rechange les plus courantes. Les pièces doivent être bien rangées dans une armoire.
- .2 L'Entrepreneur doit avoir en stock toutes les pièces de rechange. Il doit fournir sans délai les pièces afin que les réparations ou les remplacements soient faits le plus rapidement possible pour réduire au minimum la durée des interruptions du service. Le Canada n'assumera aucune responsabilité en ce qui concerne la sécurité des pièces entreposées dans ses locaux.

## **2.12 Réparations**

- .1 L'Entrepreneur doit aviser immédiatement le Représentant du Ministère, par écrit, des cas où des réparations non prévues au contrat sont nécessaires.
- .2 Paliers d'intervention pour la résolution de problèmes : Si, dans les quatre (4) premières heures de travail sur le matériel, le technicien n'a pas fait de progrès importants pour ce qui est de la réparation et de la remise en service normal du matériel, l'Entrepreneur doit prendre les dispositions pour qu'un technicien possédant l'expertise adéquate soit sur place dans les plus brefs délais afin de faciliter les travaux de réparation. Ce processus ne doit pas engendrer des coûts supplémentaires au Représentant du Ministère.
- .3 Litiges : en cas de litige concernant le fonctionnement du matériel, ses réparations, la facturation, les factures ou d'autres éléments, les travaux doivent se poursuivre pendant le litige pour assurer que le fonctionnement et la fiabilité du matériel ne sont pas compromis.

## **2.13 Nettoyage et peinture**

- .1 L'Entrepreneur doit nettoyer à fond et peindre, dans la première année suivant l'entrée en vigueur du contrat, dont la date est stipulée à l'article « Durée du contrat » du contrat subséquent, et à tous les trois (3) ans par la suite :
  - .1 tout le matériel installé dans la salle des machines des ascenseurs;
  - .2 le plancher de la salle des machines et des fosses d'ascenseurs.

## **2.14 Schémas de câblage, instructions de réglage et description de fonctionnement**

- .1 L'Entrepreneur doit avoir en sa possession, conformément aux indications du Représentant du Ministère, les documents suivants :
  - .1 les schémas de câblage complets;
  - .2 les instructions détaillées de réglage;

- .3 les descriptions détaillées du fonctionnement de tout le matériel visé par le contrat.
- .2 L'Entrepreneur doit afficher, bien à la vue dans chaque local des machines des ascenseurs, les schémas de câblage approuvés, montés dans un cadre. L'Entrepreneur doit tenir ces schémas à jour pendant toute la durée du contrat, en y indiquant toutes les modifications aux circuits. Sur demande, des copies des schémas originaux et modifiés approuvés par un ingénieur doivent être fournies au Représentant du Ministère. Lorsque les schémas de câblage, les instructions de réglage et les descriptions de fonctionnement existent sur support électronique, l'Entrepreneur doit les mettre à jour conformément aux normes de TPSGC et en remettre des copies au Représentant du Ministère lorsque celui-ci en fait la demande.

## **2.15 Production de rapports**

- .1 L'Entrepreneur doit tenir à jour (exigence minimale) les dossiers de toutes les interventions d'entretien, des réglages, des vérifications, des essais, des réparations et des modifications qu'il a effectués au cours de la période du contrat, et remettre ces documents au Représentant du Ministère lorsque celui-ci en fait la demande.
- .2 Lorsqu'il n'est pas possible de remettre en service le même jour un matériel tombé en panne, l'Entrepreneur doit remettre au Représentant du Ministère, au plus tard à la fin du prochain jour ouvrable, un rapport indiquant la nature du problème et la date à laquelle il prévoit que le matériel sera remis en service.
- .3 L'Entrepreneur doit employer des techniques, des méthodes et des systèmes éprouvés de collecte et de diffusion de l'information, conformes aux exigences de TPSGC.
- .4 L'Entrepreneur doit vérifier que les systèmes informatiques et l'information sont protégés et que des procédures et des plans de récupération des données en cas de catastrophe et de sauvegarde de l'information sont en place.

## **2.16 Protection de l'environnement**

- .1 Sans restreindre la portée générale du paragraphe 6, Lois applicables, des Conditions générales – Services, l'Entrepreneur doit s'assurer :
  - .1 qu'aucun déchet contaminé n'est laissé sur place;
  - .2 que les déchets ou les matières volatiles comme les peintures, les huiles, les diluants, les produits de nettoyage, etc. sont traités de façon appropriée et ne sont pas vidés dans les cours d'eau ou les égouts pluviaux ou sanitaires.

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

Nom et adresse du bâtiment : Immeuble de la Protection de la santé  
200, promenade Pré Tunney, Ottawa (Ontario)

Inventaire du matériel : un (1) monte-charge TSSA n° 10123 et un (1) ascenseur TSSA n° TBA.

1. **EXCLUSIONS PARTICULIÈRES :** La tuyauterie souterraine ne relève pas de la responsabilité de l'Entrepreneur.
2. **PRORATA :** AUCUN.
3. **MAIN-D'OEUVRE SPÉCIALISÉE :** L'Entrepreneur doit fournir une ventilation des coûts, par inspection, pour chaque appareil élévateur, en fonction des exigences du paragraphe 5, FRÉQUENCE DES INSPECTIONS, ci-dessous.
4. **AUTRES CONDITIONS PARTICULIÈRES :** Un programme de contrôle de l'entretien écrit doit être en place pour effectuer l'entretien du matériel en conformité avec les exigences des normes ASME A17.1, CSA B44-07, CSA B44.2-07, CSA B355-00 et CSA B355S1-02. Sur demande, ce programme doit être mis à la disposition du Représentant du Ministère, pour examen et/ou approbation.
5. **FRÉQUENCE DES INSPECTIONS :**

Bimensuel (deux fois par mois). Un minimum de 1,5 h de chaque visite doit être consacré à l'entretien sur place des appareils compris dans l'inventaire de cette installation.

Les fréquences et les inspections décrites dans la norme CSA B44.2-07 « *Exigences et intervalles d'entretien pour les ascenseurs, monte-charge, petits monte-charge, escaliers mécaniques et trottoirs roulants* », doivent être considérées comme une exigence minimale. (Voir les tableaux présentés aux pages 2 et 3 de la partie *Exigences particulières, pour connaître les fréquences minimales*). Toutefois, si le fabricant ou l'entrepreneur juge que la fréquence doit être augmentée, il est autorisé à aller de l'avant, mais sans aucune augmentation des coûts d'entretien.
6. **SERVICE DE RAPPEL :** Vingt-quatre heures (24) sur vingt-quatre (24), sept (7) jours par semaine, et ce, sans coût supplémentaire.
7. **TEMPS DE RÉPONSE :** Pour le dégagement des passagers immobilisés sur place, le temps de réponse est de : 30 minutes suivant la réception de l'appel pour les appels effectués pendant les heures normales de travail; une (1) heure suivant la réception de l'appel pour les appels effectués après les heures normales de travail.



**DEVIS D'ENTRETIEN  
D'APPAREILS ÉLEVATEURS**

Devis n° 8M25- 0367-3  
Section 1  
Exigences générales

**Temps de réponse sur place pour tous les autres appels : moins  
d'une (1) heure après la réception de l'appel.**

**8. ASCENSEURS, MONTE-CHARGE ET PETITS MONTE-CHARGE - TABLEAU DE LA  
FRÉQUENCE DES TÂCHES D'ENTRETIEN**

**Tableau 1**

**Ascenseurs, monte-charge et petits monte-charge - Fréquences d'entretien minimales**  
(voir l'article 5)

*Nota :* Tous les renvois ci-dessous se rapportent à des articles de la norme CSA B44.2-07,  
*Exigences et intervalles d'entretien pour les ascenseurs, monte-charge, petits  
monte-charge, escaliers mécaniques et trottoirs roulants.*

| Tous les mois<br>(renvoi à l'article)      | Tous les 12 mois<br>(renvoi à l'article)  | Tous les 2 ans<br>(renvoi à l'article)   | Tous les 5 ans<br>(renvoi à l'article) |
|--|---|--|--|
| Portes palières et de<br>cabine<br>4.5 (a) | Parachutes<br>4.2.2   | Câbles de suspension-<br>machines à tambour<br>8.6.12.4.2.1 (b) des<br>normes ASME A17.1/<br>CSA B44 | Régulateurs<br>4.3.3                   |
| Régulateurs<br>4.3.1                       | Régulateurs<br>4.3.2 (a)  |  | Amortisseurs<br>4.7                    |
|  | Tous les câbles<br>4.4  |  |  |
|  | Portes palières et de<br>cabine<br>4.5 (b)  |  |  |
|  | Freins<br>4.6   |  |  |
|  | Réglage de la soupape<br>de décharge<br>4.8   |  |  |
|  | Vérins<br>4.9   |  |  |
|  | Éclairage de secours<br>4.10  |  |  |
|  | Protection contre la<br>vitesse<br>4.11   |  |  |
|  | Câbles de suspension -<br>machines à tambour<br>8.6.12.4.2.1 (a) des<br>normes ASME A17.1 et<br>CSA B44 |  |  |





Government  
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Gouvernement  
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Contract Number / Numéro du contrat

EP076-121984

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

|   |   |   |  |
|---|---|---|--|
| 1. Originating Government Department or Organization /<br>Ministère ou organisme gouvernemental d'origine   |   | Public Works and Government Services<br>Canada                                    | 2. Branch or Directorate / Direction générale ou Direction<br>RPB-RPS                          |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance  |   | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant         |  |
| 4. Brief Description of Work / Brève description du travail<br>Elevator modernization project Health Protection Building  |   |   |  |
| 5. a) Will the supplier require access to Controlled Goods?<br>Le fournisseur aura-t-il accès à des marchandises contrôlées?  |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>Oui |  |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?<br>Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>Oui |  |
| 6. Indicate the type of access required / Indiquer le type d'accès requis   |   |   |  |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?<br>(Specify the level of access using the chart in Question 7. c)<br>(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)   |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>Oui |  |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.<br>Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. |   | <input type="checkbox"/> No<br>Non <input checked="" type="checkbox"/> Yes<br>Oui |  |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage?<br>S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?   |   | <input checked="" type="checkbox"/> No<br>Non <input type="checkbox"/> Yes<br>Oui |  |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès  |   |   |  |
| Canada <input type="checkbox"/>   |   | NATO / OTAN <input type="checkbox"/>  | Foreign / Étranger <input type="checkbox"/>  |
| 7. b) Release restrictions / Restrictions relatives à la diffusion  |   |   |  |
| No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/>  |   | All NATO countries<br>Tous les pays de l'OTAN <input type="checkbox"/>            | No release restrictions<br>Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable<br>À ne pas diffuser <input type="checkbox"/>  |   |   |  |
| Restricted to: / Limité à: <input type="checkbox"/>   |   | Restricted to: / Limité à: <input type="checkbox"/>                               | Restricted to: / Limité à: <input type="checkbox"/>  |
| Specify country(ies): / Préciser le(s) pays:  |   | Specify country(ies): / Préciser le(s) pays:                                      | Specify country(ies): / Préciser le(s) pays:   |
| 7. c) Level of information / Niveau d'information   |   |   |  |
| PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>   | NATO UNCLASSIFIED<br>NATO NON CLASSIFIÉ <input type="checkbox"/>      | PROTECTED A<br>PROTÉGÉ A <input type="checkbox"/>                                 |  |
| PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>   | NATO RESTRICTED<br>NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B<br>PROTÉGÉ B <input type="checkbox"/>                                 |  |
| PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>   | NATO CONFIDENTIAL<br>NATO CONFIDENTIEL <input type="checkbox"/>       | PROTECTED C<br>PROTÉGÉ C <input type="checkbox"/>                                 |  |
| CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>   | NATO SECRET<br>NATO SECRET <input type="checkbox"/>                   | CONFIDENTIAL<br>CONFIDENTIEL <input type="checkbox"/>                             |  |
| SECRET<br>SECRET <input type="checkbox"/>   | COSMIC TOP SECRET<br>COSMIC TRÈS SECRET <input type="checkbox"/>      | SECRET<br>SECRET <input type="checkbox"/>   |  |
| TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>  |   | TOP SECRET<br>TRÈS SECRET <input type="checkbox"/>                                |  |
| TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>  |   | TOP SECRET (SIGINT)<br>TRÈS SECRET (SIGINT) <input type="checkbox"/>              |  |



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

EP076-121984

Security Classification / Classification de sécurité  
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis



RELIABILITY STATUS  
COTE DE FIABILITÉ



CONFIDENTIAL  
CONFIDENTIEL



SECRET  
SECRET



TOP SECRET  
TRÈS SECRET



TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT



NATO CONFIDENTIAL  
NATO CONFIDENTIEL



NATO SECRET  
NATO SECRET



COSMIC TOP SECRET  
COSMIC TRÈS SECRET



SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

Only security screened personnel to be utilized.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

EP076-121984

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category<br>Catégorie  | PROTECTED<br>PROTÉGÉ |   |   | CLASSIFIED<br>CLASSIFIÉ |        |             | NATO                      |                   |             |                    | COMSEC               |   |   |              |        |             |
|--|----------------------|---|---|-------------------------|--------|-------------|---------------------------|-------------------|-------------|--------------------|----------------------|---|---|--------------|--------|-------------|
|  | A                    | B | C | CONFIDENTIAL            | SECRET | TOP SECRET  | NATO RESTRICTED           | NATO CONFIDENTIAL | NATO SECRET | COSMIC TOP SECRET  | PROTECTED<br>PROTÉGÉ |   |   | CONFIDENTIAL | SECRET | TOP SECRET  |
|  |                      |   |   | CONFIDENTIEL            |        | TRÈS SECRET | NATO DIFFUSION RESTREINTE | NATO CONFIDENTIEL |             | COSMIC TRÈS SECRET | A                    | B | C | CONFIDENTIEL |        | TRÈS SECRET |
| Information / Assets<br>Renseignements / Biens<br>Production |                      |   |   |                         |        |             |                           |                   |             |                    |                      |   |   |              |        |             |
| IT Media /<br>Support TI                                     |                      |   |   |                         |        |             |                           |                   |             |                    |                      |   |   |              |        |             |
| IT Link /<br>Lien électronique                               |                      |   |   |                         |        |             |                           |                   |             |                    |                      |   |   |              |        |             |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).