

**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**

**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> ELEVATOR MODERNIZATION	
<b>Solicitation No. - N° de l'invitation</b> EP067-140899/A	<b>Date</b> 2013-09-26
<b>Client Reference No. - N° de référence du client</b> 20140899	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FG-349-63570
<b>File No. - N° de dossier</b> fg349.EP067-140899	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-10-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> D'aoust, Jacques	<b>Buyer Id - Id de l'acheteur</b> fg349
<b>Telephone No. - N° de téléphone</b> (819) 956-0616 ( )	<b>FAX No. - N° de FAX</b> (819) 956-8335
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Ottawa Technology Centre 875 Heron Road Ottawa Ontario K1A 1A2	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EP067-140899/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg349

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

20140899

File No. - N° du dossier

fg349EP067-140899

CCC No./N° CCC - FMS No/ N° VME

---

## IMPORTANT NOTICE TO BIDDERS

**IMPORTANT CHANGES HAVE BEEN INTRODUCED TO GI01 "CODE OF CONDUCT AND CERTIFICATION - BID" OF R5110T, GENERAL INSTRUCTIONS TO BIDDERS.**

**CLAUSES REFERRED TO BY NUMBER (I.E. R5110T, 2035, R2890D, ETC.) CAN BE FOUND AT THE FOLLOWING WEBSITE:**

[buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all) (to proceed with a search, 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.*

## TABLE OF CONTENTS

### 1- SPECIAL INSTRUCTIONS TO BIDDERS

- SI 01 Requirement
- SI 02 Pre-qualified List
- SI 03 Bid Documents
- SI 04 Enquiries During the Solicitation Period
- SI 05 Site Visit
- SI 06 Revision of Bid
- SI 07 Basis of Selection
- SI 08 Insufficient Funding
- SI 09 Bid Validity Period
- SI 10 Security Requirement
- SI 11 Former Public Servant
- SI 12 Web Sites

### 2- CONDITIONS - PART A - CONSTRUCTION

- CDA01 Contract Documents

#### Supplementary Conditions (SCA)

- SCA01 Security Requirement
- SCA02 Limitation of Liability

### 3- CONDITIONS - PART B - MAINTENANCE

- CDB01 Contract Documents

#### Supplementary Conditions (SCB)

- SCB01 Work Requirement
- SCB02 Security Requirement
- 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

Solicitation No. - N° de l'invitation

EP067-140899/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg349

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

20140899

File No. - N° du dossier

fg349EP067-140899

CCC No./N° CCC - FMS No/ N° VME

---

## **5- CERTIFICATIONS**

### **5.1 Mandatory Certifications Required Precedent to Contract Award**

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

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

**Appendix B - Complete List of names of all individuals who are currently directors of the Bidder**

## 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 who names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors** for the province of Ontario and for the following type of equipment will be considered for this solicitation: electric elevators.

### 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 (2013-04-25);
- (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 (R5110T) 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 Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

### 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 GI14 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 October 18, 2013 at 10:00 a.m. Interested bidders are to meet at Security Desk of the Ottawa Technology Centre, 875 Heron Road, Ottawa, Ontario.

#### SI06 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI09 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 August 31st, 2013 (3.09% annum), a term of 300 months (the maximum period of the maintenance contract) and monthly interest compounding.

This yields a **NPVm** = 208.81

- (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 = 208.81*

*NPV - Net Present Value = \$3,000.00 (TMA) X 208.81 (NPVm) = \$626,430.00*

*Company XYZ **Total Evaluated Price** = TBA (\$300,000.00) + NPV (\$626,430.00) = **\$926,430.00.***

#### **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 GI10 of R5110T of the "General Instructions to Bidders".

#### **SI10 SECURITY REQUIREMENT**

1. **At bid closing, the Bidder must hold a valid** Security Clearance as indicated in section SCA01 and SCB02 of the Supplementary Conditions. 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 and SCB02 of the Supplementary Conditions. **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 additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents web site.

#### SI11 FORMER PUBLIC SERVANT

Contracts with 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 with FPS, bidders must provide the information required below before contract award.

#### 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 the Applicable Taxes/Goods

## 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:

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

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

*Canadian Payments Act* <http://laws-lois.justice.gc.ca/eng/acts/C-21/index.html>

Certificate of Insurance (form PWGSC-TPSGC 357)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Code of Conduct for Procurement, <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

*Competition Act*  
<http://laws-lois.justice.gc.ca/eng/acts/C-34/>

Consent to a Criminal Record Verification (form PWGSC-TPSGC 229)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Contracts Canada

---

<http://www.contractsCanada.gc.ca/index-eng.html>

*Controlled Drugs and Substances Act* <http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>

*Corruption of Foreign Public Officials Act*

<http://www.justice.gc.ca/eng/dept-min/pub/cfpoa-lcape/index.html>

*Criminal Code of Canada*

<http://laws-lois.justice.gc.ca/eng/acts/C-46/>

*Domestic Bonds of Canada*

*Regulations* <http://laws-lois.justice.gc.ca/eng/regulations/C.R.C., c. 698/index.html>

*Excise Tax Act*

<http://laws-lois.justice.gc.ca/eng/acts/E-15/>

*Financial Administration Act*

<http://laws-lois.justice.gc.ca/eng/acts/f-11/>

*Federal Contractors Program - Limited Eligibility to Bid List*

[http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

*Income Tax Act*

<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>

*Labour and Material Payment Bond (form PWGWSC-TPSGC 506)*

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

*Lobbying Act*

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>

*Performance Bond (form PWGSC-TPSGC 505)*

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

*SACC Manual*

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

*PWGSC Industrial Security Services*

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

*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)

*Supplier Registration Information*

<https://srisupplier.contractsCanada.gc.ca/>

*Treasury Board Appendix L, Acceptable Bonding Companies*

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

## 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	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
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	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16)
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);
Supplementary Conditions;			
	Insurance Terms	R2910D	(2008-12-12);
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	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:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:  
[http://www.labour.gc.ca/eng/standards\\_equity/index.shtml](http://www.labour.gc.ca/eng/standards_equity/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**

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror 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/Offeror 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).

### **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 (2013-06-27);
  - (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) Proactive Disclosure of Contracts with Former Public Servants A3025C (2013-03-21);
  - (j) Supplementary Conditions - Part B - Maintenance;
  - (k) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (l) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (m) 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 subsection 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 Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 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 the Ottawa Technology Centre, 875 Heron Road, Ottawa, Ontario.
- 2) The service must be provided in accordance with the Specifications for Elevating Devices Maintenance number **8M25-0000-19**.

**SCB02 SECURITY REQUIREMENT**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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/Offeror 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/Offeror 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) the supplementary conditions;
- (d) the general conditions 2035 (2013-06-27) General Conditions - Higher Complexity - Services;
- (e) Appendix A - Specifications for Elevating Devices Maintenance;
- (f) Annex A - Security Requirements Check List;
- (g) the duly completed Bid and Acceptance Form when accepted.

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 Her Majesty the Queen, as represented by the Minister of 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 SCB07 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) Applicable Taxes;
  - (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" (verify specification for exact numbering) 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.

## 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

### BA01 IDENTIFICATION

Low Rise Elevator Modernization Project. Ottawa Technology Centre, 875 Heron Road, Ottawa, Ontario.

Project Number: **EP067-140899** (Construction)  
**8M25- 0000-19** (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 Applicable Taxes;  
(to be expressed in numbers only)

and

#### PART B - Maintenance

The Total Monthly Amount of

\$ \_\_\_\_\_ excluding Applicable Taxes; 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 thirty (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 eighty (80) 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 GI06 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 and related documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 during the bid evaluation period or during the contract period. if the required certifications and related documentation 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 bidder's certification s' 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 any request or requirement imposed by the Contracting Authority the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also may render the bid non-responsive or will constitute a default under the contract.

### 5.1 Mandatory Certifications Required Precedent to Contract Award

#### 5.1.1 Code of Conduct and Certifications - Related Documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01Code of Conduct and Certifications - Bid of General Instructions to Bidders R5110T. The related documentation therein required will assist Canada in confirming that the certifications are true.

Solicitation No. - N° de l'invitation

EP067-140899/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fg349EP067-140899

Buyer ID - Id de l'acheteur

fg349

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

20140899

CCC No./N° CCC - FMS No/ N° VME

---

**APPENDIX “A”**  
**SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE - PART B**

Solicitation No. - N° de l'invitation

EP067-140899/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fg349

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

20140899

File No. - N° du dossier

fg349EP067-140899

CCC No./N° CCC - FMS No/ N° VME

---

## **ANNEX 'A'**

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





**ELEVATING DEVICES MAINTENANCE  
SPECIFICATIONS**

**Project Name: Taxation - Headquarters Building  
875 Heron Road, Ottawa, Ontario**

**Specification Number: 8M25-0000-19**

**Index**

**Section 1 General Requirements**

	<b>Page</b>
1. Scope.....	1
2. Performance .....	1
2.1 Elevating Device Maintenance Log .....	1
2.2 Maintenance Services .....	1
2.3 Safety Devices and Tests .....	1
2.4 Safety Codes .....	2
2.5 Operation .....	2
2.6 Group Dispatching System .....	2
2.7 Exclusions.....	2
2.8 Working Hours .....	3
2.9 Answering Service .....	3
2.10 Callback Service .....	3
2.11 Stock of Parts for Maintenance Service .....	3
2.12 Repairs .....	3
2.13 Cleaning and Painting .....	3
2.14 Wiring, Adjustment Procedures and Operational Descriptions .....	3
2.15 Reporting Requirements.....	4
2.16 Environment Protection .....	4

**Section 2 Particular Requirements**

	<b>Page</b>
1. Special Exclusions.....	1
2. Pro-ration .....	1
3. Special Labour.....	1
4. Other Special Conditions.....	1
5. Examination Frequency.....	1
6. Callback Service .....	1
7. Response Time .....	1
8. Maintenance Task & Frequency Table Elevators .....	2
9. Maintenance Task & Frequency Table Escalators.....	3

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### 1. SCOPE

The Contractor shall furnish all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices described in Section 2, Particular Requirements, of the Specifications.

### 2. PERFORMANCE

The Contractor shall maintain the elevating devices described in Section 2, Particular Requirements, of the Specifications using all reasonable care to maintain the equipment in proper and safe working conditions.

#### 2.1 Elevating Devices, Maintenance Log

The Contractor shall maintain the PWGSC supplied Elevating Devices, Maintenance Log associated with each piece of equipment, in a manner that will identify the Contractor's conformance to 2.2 Maintenance Services below, and the applicable Codes and Standards, as described below in 2.4 Safety Codes. This Log may be used as proof of delivery should there be a discrepancy between services rendered and the services invoiced. The maintenance requirements and intervals provided within the Elevating Devices Log must be adhered to as a minimum. Should the contractor deem the maintenance requirements and intervals be increased, the contractor may do so but shall advise the Departmental Representative and the increased maintenance requirements and intervals must be noted in the Maintenance Log Book.

#### 2.2 Maintenance Services

- .1 The Contractor shall regularly and systematically, at the frequency specified in Section 2, Particular Requirements, of the Specifications, examine, clean, adjust, calibrate and lubricate all components of the equipment. If conditions warrant, the Contractor shall repair or replace all components using only genuine replacement parts.
- .2 For the purposes of the contract "**Genuine Replacement Parts**" means only:
  - .1 parts made by the original manufacturer;
  - .2 parts approved for use by the original manufacturer; or
  - .3 parts approved for proposed application by the Departmental Representative in writing; the Departmental Representative reserves the right to have such replacement parts certified for their proposed application by an independant laboratory of its choice, at the expense of the Contractor, prior to granting approval.
- .3 The Contractor shall:
  - .1 provide lubricants, hydraulic fluids, car cab lighting, car fluorescent ballasts starters and tubes, signal lamps, pit lamps, lamps on car top, lamps in relevant machinery spaces, all buried hydraulic equipment, cathodic protection and car sub flooring and floor finishing (except carpets);
  - .2 clean hoistways, pits, car tops, car ceilings, ceiling cavities, suspended ceilings and trusses.

#### 2.3 Safety Devices and Tests

- .1 The Contractor shall inspect and adjust all safety devices as often as necessary and perform all tests as required by the applicable Codes and Standards described in paragraph 2.4 below. Where regulations require the enforcing/inspection authority to witness such tests, the Contractor shall conduct the test in their presence.
- .2 The Contractor shall co-ordinate and assist the enforcing/inspection authority in the performance of their annual inspection and tests of equipment.

#### 2.4 Safety Codes

- .1 The Contractor shall conform to, but not limit work to, the edition of Codes and Standards applicable at the time of entering into the Contract as follows:

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

- .1 ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (including all Appendices),
  - .2 CSA B44.1/ASME A17.5 Elevator & Escalator Electrical Equipment
  - .3 B44.2 -07 Maintenance Requirements and Intervals for Elevators, Dumbwaiters, Escalators, and Moving Walks.
  - .4 CAN/CSA-B355, Standard for Lifts for Persons with Physical Disabilities (including Appendix A),
  - .5 National Building Code,
  - .6 National Fire Code,
  - .7 Provincial/Territorial Acts and Regulations and
  - .8 Municipal Bylaws,
  - .9 National Electrical Code.
- .2 Where concurrent regulations exist the most stringent set of regulations shall apply.

### 2.5 Operation

- .1 The Contractor shall maintain the original performance of the equipment within the limits outlined in the Codes and Standards described in paragraph 2.4 above, including but not limited to:
- .1 rated speed,
  - .2 acceleration,
  - .3 deceleration,
  - .4 door opening and closing times and
  - .5 safeties and governor operation.

### 2.6 Group Dispatching System

- .1 The Contractor shall conduct periodic tests of the group dispatching system to ensure all circuits and time settings are properly adjusted to suit building traffic requirements, in accordance with the design capabilities of the system and applicable Codes.
- .2 Upon award of the contract and within the first three (3) months the contractor shall complete a traffic study of all group passenger elevators and provide statistical data the Departmental Representative. In compliance with requests, by the Departmental Representative, the Contractor shall provide additional traffic studies that include relevant statistical data.

### 2.7 Exclusions

- .1 The Contractor is not required to make renewals or repairs due to:
- .1 negligent operation or misuse of equipment by others and
  - .2 causes beyond the Contractor's control except those due to ordinary wear and tear of equipment.
- .2 The Contractor is not responsible for
- .1 refinishing, protecting, repairing or the replacement of the car enclosure, balustrades, car and hoistway door panels, frames and sills,
  - .2 cleaning, washing, waxing and polishing of car floors and
  - .3 the performance of safety tests additional to those specified in the contract, the installation of additional parts on the equipment nor the substitution of any parts with parts of a design different from those that constituted the equipment at the time the contract was signed, regardless of whether or not these measures are recommended or directed by an insurance company or by an enforcing/inspection authority.
- .3 Further exclusions may be specified in Section 2, Particular Requirements, of the Specifications.

### 2.8 Working Hours

The Contractor shall perform all work during the regular working hours (07:00 hours to 17:00 hours) of the regular working days (Monday to Friday excluding legal holidays), unless otherwise specified in Section 2, Particular Requirements, of the Specifications.

## **2.9 Answering Service**

The Contractor shall provide a comprehensive answering service 24 hours a day, 7 days a week.

## **2.10 Callback Service**

The Contractor shall provide callback service between regular examinations within the response time specified in Section 2, Particular Requirements, of the Specifications, at no additional cost .

## **2.11 Stock of Parts for Maintenance Service**

- .1 The Contractor shall maintain, in each building, an adequate stock of frequently replaced parts organized neatly in a cabinet.
- .2 The Contractor shall have available any part requiring replacement. The Contractor shall provide all parts promptly to ensure repair or replacement work is completed in an expeditious manner to minimize equipment outage time. Canada shall not assume responsibility for the safekeeping of parts stored on its premises.

## **2.12 Repairs**

- .1 The Contractor shall immediately inform the Departmental Representative, in writing, of the need for repairs that are excluded from the contract.
- .2 Problem Solving Escalation Procedures: if, within the first four (4) hours of working on the equipment, the technician has not made significant progress in effecting repairs and returning the equipment to normal operation, the contractor shall make arrangements for a technician with the appropriate expertise to be on site without undue delay to facilitate the repair. This escalation process must not result in any additional costs to the Departmental Representative.
- .3 Disputes: in the event of a dispute over equipment operation, repairs, billing, invoices or any other item, work must continue during the dispute to ensure the operation and/or reliability of the equipment is not jeopardized.

## **2.13 Cleaning and Painting**

- .1 The Contractor shall thoroughly clean and paint within one (1) year of the commencement date stipulated in under Article "Period of Contract" of the resultant contract , and every three (3) years thereafter:
  - .1 all elevator machine room equipment and
  - .2 the elevator machine room and pit floors.

## **2.14 Wiring Diagrams, Adjustment Procedures and Operational Descriptions**

- .1 The Contractor shall prove to the satisfaction of the Departmental Representative:
  - .1 possession of complete schematic wiring diagrams,
  - .2 possession of detailed adjustment procedures and
  - .3 possession of detailed operational descriptions of all equipment included in the contract.
- .2 The Contractor shall conspicuously post in every elevator machine room framed copies of approved schematic wiring diagrams. The Contractor shall keep these diagrams up to date during the entire Term of the contract by indicating any change to circuitry. Engineer approved copy of the original and revised diagrams shall be provided to the Departmental Representative upon request. Where wiring diagrams, adjustments procedures and operational descriptions are available in electronic form, the Contractor shall update the documents in electronic form consistent with PWGSC standards and provide copies to the Departmental Representative upon request.

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### 2.15 Reporting Requirements

- .1 The Contractor shall maintain, as a minimum, records of all maintenance activities, adjustments, verifications, tests, repairs and modifications for the duration of the contract, and provide them to the Departmental Representative upon request.
- .2 When malfunctioning elevating equipment cannot be returned to service within the same day, the Contractor shall provide, by the end of the following working day, a written report to the Departmental Representative describing the nature of the problem and the expected date of the service resumption.
- .3 When it is necessary to take all or part of the system(s) out of service, for inspections, tests and/or maintenance/service repairs etc., arrangements must be made with the Departmental Representative a minimum of seventy two (72) hours in advance. Details must be provided electronically to the Departmental Representative outlining the scope of the work to be done, anticipated time frame and the equipment involved.
- .4 The Contractor shall employ proven information collection and delivery techniques, methodologies and systems to meet PWGSC requirements.
- .5 The Contractor shall ensure that computer systems and information are protected with due regard to security, and ensure information disaster recovery and backup plans and procedures are in place.
- .6 Copies of all maintenance related work tickets and visitation records must be provided with the monthly invoicing for verification that the frequencies as stated in the contract have been met.

### 2.16 Environmental Protection

- .1 Without restricting the generality of Section 6 Applicable Laws, of the General Conditions - Services, the Contractor shall ensure that
  - .1 there is no contaminated waste left on site and
  - .2 disposal of all waste or volatile materials such as paints, oils, thinners, cleansers, etc. is completed through proper means and not waterways, storm or sanitary sewers.

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

Specification no.  
**8M25-0000-19**  
Section 2  
Particular Requirements

**Building Name and Address:** Taxation - Headquarters Building  
875 Heron Road, Ottawa, Ontario

**Equipment Inventory:** Six (6) elevators: Five (5) Gearless Passenger elevators TSSA Inst. # 10787 (# 1), 10788 (# 2), 10790 (# 3), 10791 (# 4), 10792 (# 5) and 10789 (Freight # 6)

1. **SPECIAL EXCLUSIONS:** NONE
2. **PRO-RATION:** NONE
3. **SPECIAL LABOUR:** Contractor to provide a cost breakdown for each elevating device, per inspection, based on the **EXAMINATION FREQUENCY** requirements indicated in item 5 below.
4. **OTHER SPECIAL CONDITIONS:** A written Maintenance Control Program shall be in place to maintain the equipment in compliance with the requirements of ASME A17.1 - B44-07 & CSA B44.2-07. This program shall be available, upon request, for review/acceptance by the Departmental Representative.
5. **EXAMINATION FREQUENCY:**

Shall be Semi-monthly (twice per month) a minimum of three (3) hours per visit shall be dedicated for the on-site maintenance of the devices within the inventory of this facility.

Task inspections and frequency intervals as described in the “*CSA B44.2-07 Maintenance requirements and intervals for elevators, dumbwaiters, escalators, and moving walks*”, shall be adhered to as a minimum. (See *tables provided on Page 2 of Particular Requirements, for minimum frequencies*).

However if the manufacturer or contractor deems that frequencies and intervals be increased they shall be permitted to do so but there shall be no increase in maintenance costs.
6. **CALLBACK SERVICE:** Include Twenty four (24) hour per day seven (7) days per week callback service at no additional cost.

## **ELEVATING DEVICES MAINTENANCE SPECIFICATIONS**

### **7. RESPONSE TIME:**

**For release of trapped passengers, on-site, response times are: thirty (30) minutes during regular working hour calls and within on (1) hour for after hour calls. On-site response time for all other calls: within one (1) hour from receipt of call.**



## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### .8 MAINTENANCE TASK & FREQUENCY TABLE ELEVATORS:

Table 1

#### **Elevator and dumbwaiter - Minimum maintenance frequencies** (see Clause 4.)

*Note:* All clause references provided below refer to CSA B44.2-07 *Maintenance requirements and intervals for elevators, dumbwaiters, escalators, and moving walks*

Every month clause reference	Every 12 months (clause reference)	Every 2 years (clause reference)	Every 5 years (clause reference)
<b>Landing and car doors</b> (4.5(a))  <b>Governors</b> (4.3.1)	<b>Safeties</b> (4.2.2)  <b>Governors</b> (4.3.2(a))  <b>Wire ropes</b> (4.4)  <b>Landing and car doors</b> (4.5(b))  <b>Brakes</b> (4.6)  <b>Relief valve Setting</b> (4.8)  <b>Cylinders</b> (4.9)  <b>Emergency lighting</b> (4.10)  <b>Speed protection</b> (4.11)  <b>Hoisting ropes - Drum machines</b> (8.6.12.4.2.1(a) of ASME A17.1/CSA B44)	<b>Hoisting ropes- Drum machines</b> (8.6.12.4.2.1(b) of ASME A17.1 / CSA B44)	<b>Governors</b> (4.3.3)  <b>Buffers</b> (4.7)

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### Remote Monitoring System Maintenance

- 1 The remote monitoring system is considered as part of the elevator system and, as such, maintenance of the system must be included as part of the overall preventative contract for the elevator equipment.
- 2 The maintenance of the computer equipment is based on normal maintenance usually required for personal computers.
- 3 System Maintenance
  - .1 Inspection of modem, hard drive and printer quarterly.
  - .2 Evaluate system operation at reasonable levels based on usage of the system.
  - .3 Back-up data system based on reasonable intervals,
  - .4 Inspect external connections on a monthly basis.
  - .5 Clean the monitor screen at reasonable intervals based on site conditions.
- 4 Interface Panel Maintenance
  - .1 Clean interface panel quarterly.
  - .2 Inspect interface panel monthly.
  - .3 Check all connections annually for integrity.
- 5 Testing
  - .1 Test the UPS system quarterly, minimum.
  - .2 Inspect the data integrity quarterly.
  - .3 Test the interactive security features bi weekly.
  - .4 Review the traffic analysis data at least monthly or sooner as required.
- 6 Comply fully with the equipment manufacture's maintenance procedures and recommendations.
- 7 Reports: provide reports in a form acceptable to the Departmental Representative when requested.



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP067-14-0899

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 / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction 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 Elevator Mod Low Rise at 875 Heron Road			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? 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 <input type="checkbox"/> Yes Non 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? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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. 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 <input checked="" type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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 Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable 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(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP067-14-0899

Security Classification / Classification de sécurité  
UNCLASSIFIED

**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

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux :

Only security screened personnel must 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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP067-14-0899

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 Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	TRÈS SECRET			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / 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 ☐ Yes  
Non 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 ☐ Yes  
Non 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EP067-14-0899

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)

Saucier, Marc

Title - Titre

Project Manager

Signature

Telephone No. - N° de téléphone  
613-991-2267

Facsimile No. - N° de télécopieur  
613-990-9758

E-mail address - Adresse courriel  
marc.saucier@pwgsc-tpsgc.gc.ca

Date  
2013/07/26

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)

Maheux, Marc

Title - Titre

SO

Signature

Telephone No. - N° de téléphone  
613-998-5021

Facsimile No. - N° de télécopieur  
613-949-2331

E-mail address - Adresse courriel  
marc.maheux@pwgsc-tpsgc.gc.ca

Date  
29/7/2013

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No ☐ Yes  
☐ Non ☐ Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)

**Anna Kulycka**  
**Contract Security Officer, Contract Security Division**  
Anna.Kulycka@tpsgc-pwgsc.gc.ca  
Télé - 613-954-1258 / Fax - 613-954-4171

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

July 31, 2013

