

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
1713 Bedford Row  
Halifax, N.S./Halifax,(N.E.)  
B3J 1T3  
Halifax  
Bid Fax: (902) 496-5016**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Real Property Contracting  
1713 Bedford Row  
P.O. Box 2247/C.P.2247  
Halifax, N.S./Halifax, (N.E.)  
B3J 3C9  
Halifax

|   |   |
|---|---|
| <b>Title - Sujet</b><br>PAVEMENT LINES AND MARKINGS   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W010C-11C150/A  | <b>Date</b><br>2012-05-28   |
| <b>Client Reference No. - N° de référence du client</b><br>W010C-11-C150  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$PWA-104-4888                    |
| <b>File No. - N° de dossier</b><br>PWA-1-64181 (104)  | <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 2012-07-09</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Daylight Saving<br>Time ADT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Nowakowski, Leanne   | <b>Buyer Id - Id de l'acheteur</b><br>pwa104                                      |
| <b>Telephone No. - N° de téléphone</b><br>(902)496-5377 ( )   | <b>FAX No. - N° de FAX</b><br>(902)496-5016                                       |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>FORMATION CONSTRUCTION ENGINEERING<br>WILLOW PARK BLDG 7<br>HALIFAX<br>NOVA SCOTIA<br>B3K5X5<br>Canada |   |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.   |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Insurance Requirements and the Reporting Requirements.

### 2. Summary

For the provision of all labour, materials and equipment required to paint traffic markings on asphalt and concrete surfaces at various Department of National Defence locations in Nova Scotia.

The period of the Standing Offer will be from July 16, 2012 - June 30, 2013 with the option to extend its offer for two (2) additional one-year periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the *Security Requirements for PWGSC Bid Solicitations - Information for PWGSC Contracting Officers* document on the Departmental Standard Procurement Documents Web site. (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>)

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

### 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15

working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

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

### 2. Submission of Offers

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

### 3. Enquiries - Request for Standing Offers

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

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

### 4. Applicable Laws

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Technical Offer (one (1) hard copy)  
 Section II: Financial Offer (one (1) hard copy)  
 Section III: Certifications (one (1) hard copy)

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

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

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

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

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

### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Offer**

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

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Financial Evaluation**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. An offer received with one or more missing Firm Unit Prices will be deemed non-responsive. The Unit Price will govern in establishing the Extended Price.

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

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

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

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors'.

compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

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

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

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

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

The Offeror or the member of the joint venture

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

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

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

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

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

### 1.2 Former Public Servant Certification

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, offerors must provide the information required below.

#### 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, in the context of the fee abatement formula, 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**

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

#### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror 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 reduction 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 Goods and Services Tax or Harmonized Sales Tax.

## Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Security Requirement

1. At the Request for Standing Offers closing date, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, bidders should consult the *Security Requirements for PWGSC Bid Solicitations - Information for PWGSC Contracting Officers* document on the Departmental Standard Procurement Documents Web site.  
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>)

### 2. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

- 1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

#### 2. 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).



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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 C;  
and

(b) Industrial Security Manual (Latest Edition).

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

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

#### **3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from July 16, 2012 - June 30, 2013 inclusive.

#### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Leanne Nowakowski  
 Title: Supply Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 1713 Bedford Row  
 Halifax, NS B3J 3C9  
 Telephone: (902) 496-5377  
 Facsimile: (902) 496-5016  
 E-mail address: leanne.nowakowski@pwgsc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Standing Offer is: **To be announced upon issuance of a Standing Offer.**

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

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

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

### 5.3 Offeror's Representative

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

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

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

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

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

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

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

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **To be announced upon issuance of a Standing Offer.**

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$150,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- g) Annex B, Basis of Payment ;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements;
- j) Annex E, Reporting Requirements;
- k) Annex F, Schedule of Fair Wages; and
- l) the Offeror's offer \_\_\_\_\_ (*insert date of offer*).

## 11. Certifications

### 11.1 Compliance

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

## 12. Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

**1. Statement of Work**

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

**2. Standard Clauses and Conditions****2.1 General Conditions**

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

**2.2 Supplemental General Conditions**

LAB180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour apply to and form part of the Contract.

**3. Term of Contract****3.1 Period of the Contract**

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

**4. Payment****4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B, Basis of Payment for a cost of \$ \_\_\_\_\_ (determined at time of call-up). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**4.2 Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ \_\_\_\_\_ (determined at time of call-up). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**4.3 Single Payment**

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

**4.4 T1204 - Direct Request by Customer Department**

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

**5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) Contract Number;
- (b) Work order/serial number;
- (c) Requisition/order offer number;
- (d) Building number or location;
- (e) Dates during which the work was complete;
- (f) A detailed description of the work performed, with itemized list of materials and labour (a copy of the contractor's invoice from his material supplier will also be included plus any other costs being charged), labour, overhead, profit and applicable taxes will be included separately on the invoice.
- (g) Labour costs are to be broken down trade and sub-trade. Labour time sheets will also be provided upon request.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address:

Accounts Payable Section  
Formation Construction Engineering  
Maritime Forces Atlantic, P.O. Box 99000  
Stn. Forces Willow Park, Building 7  
Halifax, NS B3K 5X5

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

## 6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7. SACC Manual Clauses

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit  
SACC Manual Clause M3800C (2006-08-15), Estimates

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## **Annex A - Statement of Work**

### Annex B - Basis of Payment

Bidders must provide a firm unit price in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded. The estimated quantities are for evaluation purposes only.

NOTE: See figures C1 of Annex A - Statement of Work, pavement marking dimensions.

**Contract Year: July 16, 2012 - June 30, 2013**

| Item   | Description  | Unit of measure   | Unit Price | Estimated Usage | Extended Price<br>(Unit Price X Estimated Usage) |
|--|--|-------------------|------------|-----------------|--|
| For the provision of all labour, materials and equipment required for the painting of lines and markings on asphalt and concrete surfaces in accordance with Annex A, Statement of Work. |  |                   |            |                 |  |
| <b>1</b>   | Road lines, including all solid and broken traffic lines, stop lines, parking lines and crosswalk lines. | linear meter (lm) | \$_____    | 49,410 lm       | \$_____  |
| <b>2</b>   | Crosswalk marking.   | lm                | \$_____    | 2,717 lm        | \$_____  |
| <b>3</b>   | Pavement arrows.   | each (ea)         | \$_____    | 131             | \$_____  |
| <b>4</b>   | International symbols of access for handicap parking spots   | ea                | \$_____    | 38              | \$_____  |
| <b>5</b>   | Numerals:  | -                 | -          | -               | -  |
| a)   | Based on sizes stated for rural areas.   | ea                | \$_____    | 100             | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| <b>6</b>   | Letters:   | -                 | -          | -               | -  |
| a)   | Based on sizes stated for rural areas.   | ea                | \$_____    | 100             | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| <b>7</b>   | Removal of existing markings.  | lm                | \$_____    | 500 lm          | \$_____  |

**Contract Year Evaluated Price \$\_\_\_\_\_**  
(The sum of the Extended Price for items 1 - 7)

**Option Year One: July 1, 2013 - June 30, 2014**

| <b>Item</b>  | <b>Description</b>   | <b>Unit of measure</b> | <b>Unit Price</b> | <b>Estimated Usage</b> | <b>Extended Price<br/>(Unit Price X<br/>Estimated Usage)</b> |
|--|--|------------------------|-------------------|------------------------|--|
| For the provision of all labour, materials and equipment required for the painting of lines and markings on asphalt and concrete surfaces in accordance with Annex A, Statement of Work. |  |                        |                   |                        |  |
| <b>1</b>   | Road lines, including all solid and broken traffic lines, stop lines, parking lines and crosswalk lines. | linear meter (lm)      | \$_____           | 49,410 lm              | \$_____  |
| <b>2</b>   | Crosswalk marking.   | lm                     | \$_____           | 2,717 lm               | \$_____  |
| <b>3</b>   | Pavement arrows.   | each (ea)              | \$_____           | 131                    | \$_____  |
| <b>4</b>   | International symbols of access for handicap parking spots   | ea                     | \$_____           | 38                     | \$_____  |
| <b>5</b>   | Numerals:  | -                      | -                 | -                      | -  |
| a)   | Based on sizes stated for rural areas.   | ea                     | \$_____           | 100                    | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                     | \$_____           | 100                    | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                     | \$_____           | 100                    | \$_____  |
| <b>6</b>   | Letters:   | -                      | -                 | -                      | -  |
| a)   | Based on sizes stated for rural areas.   | ea                     | \$_____           | 100                    | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                     | \$_____           | 100                    | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                     | \$_____           | 100                    | \$_____  |
| <b>7</b>   | Removal of existing markings.  | lm                     | \$_____           | 500 lm                 | \$_____  |

**Option Year One Evaluated Price \$\_\_\_\_\_**  
 (The sum of the Extended Price for items 1 - 7)



**Option Year Two: July 1, 2014 - June 30, 2015**

| Item   | Description  | Unit of measure   | Unit Price | Estimated Usage | Extended Price<br>(Unit Price X Estimated Usage) |
|--|--|-------------------|------------|-----------------|--|
| For the provision of all labour, materials and equipment required for the painting of lines and markings on asphalt and concrete surfaces in accordance with Annex A, Statement of Work. |  |                   |            |                 |  |
| 1  | Road lines, including all solid and broken traffic lines, stop lines, parking lines and crosswalk lines. | linear meter (lm) | \$_____    | 49,410 lm       | \$_____  |
| 2  | Crosswalk marking.   | lm                | \$_____    | 2,717 lm        | \$_____  |
| 3  | Pavement arrows.   | each (ea)         | \$_____    | 131             | \$_____  |
| 4  | International symbols of access for handicap parking spots   | ea                | \$_____    | 38              | \$_____  |
| 5  | Numerals:  | -                 | -          | -               | -  |
| a)   | Based on sizes stated for rural areas.   | ea                | \$_____    | 100             | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| 6  | Letters:   | -                 | -          | -               | -  |
| a)   | Based on sizes stated for rural areas.   | ea                | \$_____    | 100             | \$_____  |
| b)   | Based on recommended size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| c)   | Based on minimum size for urban areas.   | ea                | \$_____    | 100             | \$_____  |
| 7  | Removal of existing markings.  | lm                | \$_____    | 500 lm          | \$_____  |

**Option Year Two Evaluated Price \$\_\_\_\_\_**  
 (The sum of the Extended Price for items 1 - 8)

**TOTAL EVALUATED COST**

**Total Evaluated Cost \$\_\_\_\_\_**

Total Evaluated Cost = Contract Year Evaluated Price + Option Year One Evaluated Price  
 + Option Year Two Evaluated Price

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### **Annex C - Security Requirements Check List**

Attached.

## Annex D - Insurance Requirements

### Commercial General Liability Insurance

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

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

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **Automobile Liability Insurance**

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

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

(d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## Annex E - Reporting Requirements

### Standing Offer Reporting Requirements

**Company Name:**

**Standing Offer Number:**

**Period of Report:**

|                              |                        |                    |                      |
|------------------------------|------------------------|--------------------|----------------------|
|                              | <b>Report Totals:</b>  |                    |                      |
| <b>Opening Value</b>         | <b>\$</b>              |                    |                      |
| <b>(less) Usage to Date:</b> | <b>- \$</b>            |                    |                      |
| <b>Balance Remaining:</b>    | <b>\$</b>              |                    |                      |
|                              |                        |                    |                      |
| <b>Call-Up Number</b>        | <b>Date of Call-Up</b> | <b>Description</b> | <b>Call-Up Value</b> |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |
|                              |                        |                    | \$                   |

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## **Annex F - Schedule of Fair Wages**

Attached.



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

W010C-11-C150

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<br><b>NATIONAL DEFENCE</b>   | 2. Branch or Directorate / Direction générale ou Direction<br><b>MARITIME</b> |   |
| 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><br>PAVEMENT LINES AND MARKINGS   |   |   |
| 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 <input type="checkbox"/> Yes<br>Non 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 <input type="checkbox"/> Yes<br>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?<br>Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes<br>Non Oui<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.)                              |   |   |
| 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 <input checked="" type="checkbox"/> Yes<br>Non 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 <input type="checkbox"/> Yes<br>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(ies) / Préciser le(s) pays                                    | Specify country(ies) / 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 <input type="checkbox"/>  | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>  |
| SECRET <input type="checkbox"/>  | COSMIC TOP SECRET <input type="checkbox"/>                                    | SECRET <input type="checkbox"/>   |
| TOP SECRET <input type="checkbox"/>  | COSMIC TRÉS SECRET <input type="checkbox"/>                                   | TOP SECRET <input type="checkbox"/>   |
| TRÉS SECRET <input type="checkbox"/>   |   | TRÉS SECRET <input type="checkbox"/>  |
| TRÉS SECRET (SIGINT) <input type="checkbox"/>  |   | TRÉS SECRET (SIGINT) <input type="checkbox"/>   |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

W310C-11-C 156

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

1. 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?

If Yes, indicate the level of sensitivity.

Dans l'affirmative, indiquer le niveau de sensibilité.

☒ No  
Non

☐ Yes  
Oui

2. 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  
Non

☐ Yes  
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 FIABILITE

☐ CONFIDENTIAL  
CONFIDENTIEL

☐ SECRET  
SECRET

☐ TOP SECRET  
TRÈS SECRET

☐ TOP SECRET - SIGHT  
TRÈS SECRET - SIGHT

☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ NATO SECRET  
NATO SECRET

☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

Special comments

Commentaires spéciaux

IF REQUIRED, A COMMISSIONAIRE WILL BE PROVIDED

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 autosélection sécuritaire peut-il se voir confier des parties du travail?

☒ No  
Non

☐ Yes  
Oui

If Yes, will unscreened personnel be escorted?

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

☒ No  
Non

☐ Yes  
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  
Non

☐ Yes  
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  
Non

☐ Yes  
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  
Non

☐ Yes  
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  
Non

☐ Yes  
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  
Non

☐ Yes  
Oui

TBS/SC7 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



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 / PROTÉGÉE |   |   | CLASSIFIED / CLASSIFIÉE     |        | NATO                     |   |                                       |             |                                      | OTHER / AUTRE        |   |   |                             |        |                          |
|--|----------------------|---|---|-----------------------------|--------|--------------------------|---|---------------------------------------|-------------|--------------------------------------|----------------------|---|---|-----------------------------|--------|--------------------------|
|  | A                    | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTRICTÉE | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | OTHER TOP SECRET / AUTRE TRÈS SECRET | PROTECTED / PROTÉGÉE |   |   | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
|  |                      |   |   |                             |        |                          |   |                                       |             |                                      | A                    | B | C |                             |        |                          |
| Information / Renseignements / Data Protection |                      |   |   |                             |        |                          |   |                                       |             |                                      |                      |   |   |                             |        |                          |
| Media / Média / Support IT / Informatique      |                      |   |   |                             |        |                          |   |                                       |             |                                      |                      |   |   |                             |        |                          |

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).



## FAIR WAGE SCHEDULE FOR FEDERAL CONSTRUCTION CONTRACTS

## ÉCHELLE DE JUSTES SALAIRES POUR LES CONTRATS FÉDÉRAUX DE CONSTRUCTION

**Nova Scotia - North/Central/South / Nouvelle-Écosse - Nord/Centrale/Sud**

( New Glasgow, Truro, Kentville, Yarmouth)

**Effective August 13, 2007 / En vigueur le 13 août 2007**

Construction trades workers on the federal government construction contract listed in this appendix must be paid a regular hourly wage rate no less than the rate on this schedule for the type of work they are doing under the contract.

The apprentice wage rates are included into this schedule by reference to the *Apprenticeship and Trades Qualifications Act* (ATQA) of the province. Thus, where the ATQA refers to a percentage of a corresponding journeyperson's wage for a specific occupation, that percentage shall be applied against the wages listed below.

### CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE

Les travailleurs de métiers de la construction, sur un contrat fédéral de construction, doivent être payés à un taux de salaires non moindre que le taux de cette échelle pour le type de travail effectué en vertu du contrat en question.

Le salaire des apprentis est inclus dans cette échelle en faisant référence à *Loi sur « Apprenticeship and Trades Qualifications Act (ATQA) »* de la province. Ainsi, là où l' ATQA prescrit que le salaire d'un apprenti doit correspondre au pourcentage du salaire d'un ouvrier qualifié de la même occupation, le calcul sera effectué en utilisant les taux ci-dessous.

### FAIR WAGE RATE PER HOUR NOT LESS THAN TAUX DE JUSTE SALAIRE NON INFÉRIEUR À

|  |       |
|--|-------|
| Electricians<br>Electriciens   | 20.08 |
| Plumbers<br>Plombiers  | 19.06 |
| Pipefitters, Steamfitters<br>Tuyauteurs, monteurs de tuyaux à vapeur   | 26.48 |
| Sprinkler System Installers<br>Monteurs de réseaux d'extincteurs automatiques                                    | 26.61 |
| Sheet Metal Workers<br>Toliers (ouvriers de feuilles de métal)   | 20.46 |
| Ironworkers<br>Monteurs de charpentes métalliques et ferrailleurs  | 24.65 |
| Carpenters<br>Charpentiers-menuisiers  | 17.66 |
| Bricklayers<br>Briqueteurs-maçons  | 23.08 |
| Cement Finishers<br>Finisseurs de béton ou ciment  | 19.91 |
| Tilesetters (including terrazo, marble setters)<br>Poseurs de carrelage (de céramique, de marbre, etc.)          | 18.72 |
| Lathers, Interior System Mechanics/Drywall Installers<br>Latteurs, mec. de syst. int./poseurs de cloisons sèches | 23.87 |

|   |              |
|---|--------------|
| Plasterers, Drywall Finishers and Tapers<br>Plâtriers, jointoyeurs de cloisons sèches   | <b>21.21</b> |
| Roofers<br>Couvreurs de toits multicouches  | <b>18.96</b> |
| Glaziers<br>Vitriers  | <b>16.78</b> |
| Painters<br>Peintres  | <b>14.36</b> |
| Construction Millwrights<br>Mécaniciens de chantier   | <b>23.12</b> |
| Heavy Duty Equipment Mechanics<br>Mécaniciens de machinerie lourde  | <b>18.26</b> |
| Refrigeration and Air Conditioning Mechanics<br>Mécaniciens en réfrigération et climatisation   | <b>20.56</b> |
| Crane Operators<br>Conducteurs/opérateurs de grue   | <b>22.07</b> |
| Straight Truck Drivers<br>Conducteurs de camions unitaires  | <b>13.18</b> |
| Road Tractor Drivers for Semi-Trailers and Trailers<br>Cond. de tractrs routiers pour semi-remorques ou remorques   | <b>13.60</b> |
| Operators Heavy Equipment (ex. Cranes, Graders, Asphalt Paving)<br>Conducteurs-machin. lourde sauf grue niveleuse, pavage et asphalt  | <b>16.02</b> |
| Grader Operators<br>Conducteurs de niveleuse (grader)   | <b>15.86</b> |
| Paver and Asphalt Plant Operators<br>Conducteurs de machinerie de pavage et d'asphaltage  | <b>14.93</b> |
| Packer (Road-Roller) Operators<br>Conducteurs de rouleau compresseur (Packer)   | <b>12.73</b> |
| Traffic Accommodation Person (Flagperson)<br>Ouvrier chargé de diriger la circulation   | <b>10.57</b> |
| Form Setters<br>Coffreurs de béton (Installateur de coffrage préfabriqué)   | <b>16.31</b> |
| Asphalt Layers (by hand – includes rakers)<br>Poseurs et étandeurs d'asphalte (à la main et en se servant d'un râteau)  | <b>15.53</b> |
| Trade Helpers, Labourers (excluding Asphalt Layers, Flag person, Formsetter)<br>Manoeuvres (sauf asph., circul., Coffreur béton)  | <b>14.50</b> |
|   |              |
|   |              |
| <p>Fair wage schedule prepared by:<br/>Labour Standards and Workplace Equity Branch<br/>Labour Program, Human Resources and Social Development Canada<br/>based on The National Construction Industry Wage Rate Survey (2006)<br/>conducted by the Small Business and Special Surveys Division, Statistics Canada.</p>  |              |
| <p>L'échelle des justes salaires préparée par:<br/>Normes de travail et équité en milieu de travail<br/>Programme du travail, Ressources humaines et Développement social du Canada<br/>basée sur l'Enquête nationale sur les taux salariaux dans le secteur de la construction (2006)<br/>faite par la Division des petites entreprises et enquêtes spéciales, Statistique Canada.</p> |              |

| CONTRACTORS SHOULD NOTE:   | L'ENTREPRENEUR DOIT NOTER :  |
|--|--|
| <p>a. THAT DURING THE TERM OF THIS CONTRACT, THE RATES LISTED HEREIN MAY BE REVISED IN ACCORDANCE WITH THE LABOUR CONDITIONS; AND</p> <p>b. THAT IN CARRYING OUT ANY OF THE WORK CONTEMPLATED BY THIS CONTRACT, THE CONTRACTOR IS ALSO SUBJECT TO ANY APPLICABLE PROVINCIAL LAWS AND REGULATIONS; and</p> <p>C. OVERTIME MUST BE PAID ACCORDING TO PROVINCIAL LEGISLATION CONCERNING HOURS OF WORK AT A RATE EQUAL TO AT LEAST ONE AND ONE-HALF TIMES THE FAIR WAGE RATE; and</p> <p>d. SCHEDULE RATES ARE 'STRAIGHT' WAGES AND DO NOT INCLUDE COMPENSATION IN THE FORM OF BENEFITS (FOR EXAMPLE, MEDICAL, DENTAL OR PENSION PLANS).</p> | <p>a. QUE PENDANT LA DURÉE DE CE CONTRAT, LES TAUX DE SALAIRES ÉNUMÉRÉS DANS L'ANNEXE PEUVENT ÊTRE REVISÉS EN CONFORMITÉ AVEC LES CONDITIONS DE TRAVAIL, ET</p> <p>b. QUE DANS L'EXÉCUTION DE TOUT TRAVAIL PRÉVU PAR LE CONTRAT, L'ENTREPRENEUR EST AUSSI ASSUJETTI AUX LOIS ET RÈGLEMENTS PROVINCIAUX, et</p> <p>C. LE TEMPS SUPPLÉMENTAIRE DOIT ÊTRE RÉMUNÉRÉ CONFORMÉMENT AUX LOIS PROVINCIALES RELATIVES AUX HEURES DE TRAVAIL À UN TAUX ÉQUIVALENT AU MOINS UNE FOIS ET DEMI LE TAUX DES JUSTES SALAIRES, et</p> <p>d. LES TAUX DE L'ÉCHELLE FAIT RÉFÉRENCE À LA RÉMUNÉRATION EN SALAIRE ET NE COMPRENNENT PAS LA RÉMUNÉRATION SOUS FORME D'AVANTAGES SOCIAUX (PAR EXEMPLE, LES PLANS D'ASSURANCE MÉDICALE OU DENTAIRE, OU LES RÉGIMES DE PENSION).</p> |

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|--|--|
| <p>FOR INFORMATION CONCERNING THESE SCHEDULES AND THE <i>FAIR WAGES AND HOURS OF LABOUR ACT</i> UNDER WHICH THEY ARE DEVELOPED, OR TO LODGE A COMPLAINT, CONTACT YOUR NEAREST LABOUR PROGRAM DISTRICT OFFICE LISTED IN THE BLUE PAGES OF YOUR TELEPHONE DIRECTORY UNDER <b>GOVERNMENT OF CANADA, HUMAN RESOURCES AND SOCIAL DEVELOPMENT CANADA</b> OR CALL <b>1-800-OCANADA</b>.</p> | <p>POUR OBTENIR DE L'INFORMATION SUR LES ÉCHELLES ET LA <i>LOI SUR LES JUSTES SALAIRES ET LES HEURES DE TRAVAIL</i> SOUS LESQUELS ILS ONT ÉTÉ DÉVELOPPÉ, OU POUR DÉPOSER UNE PLAINTÉ, CONTACTEZ LE BUREAU LOCAL DU PROGRAMME DU TRAVAIL LE PLUS PRÈS DE CHEZ VOUS EN CHERCHANT DANS LES PAGES BLEUES DE VOTRE ANNUAIRE SOUS <b>GOVERNEMENT DU CANADA, RESSOURCES HUMAINES ET DÉVELOPPEMENT SOCIAL DU CANADA</b>. VOUS POUVEZ ÉGALEMENT TÉLÉPHONER AU <b>1-800-OCANADA</b>.</p> |
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