INSTRUCTIONS TO TENDERERS

1 **DEFINITIONS**

In the Invitation to Tender

- "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport 1.1. and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract,
- "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering 1.2. Office, after which no further tenders will be accepted.

TENDER CLOSING 2.

- Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the 2.1. Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time 2.2. all tenderers will be advised formally of the new date, hour and minute.

TENDER OPENING 3.

In the case of a Public Tender Opening

- Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.
- Where only one tender is received, the Minister reserves the right not to disclose the amount of the 3.2. tender at the public opening. The amount of the tender will be made public if a contract is awarded.

OFFICIAL TENDER FORMAT

Tenders must be submitted in the format provided and must be properly executed and submitted as instructed.

QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

REVISION OF TENDERS

Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

TENDER SECURITY 7.

- If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own 7.1. cost, in accordance with the document entitled "Tender Security Requirements".
- All tender security will be returned except that of the successful tenderer, which will be retained until 7.2. the successful tenderer has provided contract security in accordance with Article 8.

Page 1 of 3 **Instructions to Tenderers**

8. **CONTRACT SECURITY**

- If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the 8.1. tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".
- 8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

INSURANCE 9.

- If specified in the Invitation to Tender, the successful tenderer will be required to provide contract 9.1. insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's 9.2. insurance company that the required insurance will be available upon contract award.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

11. SIGNING OF DOCUMENTS

See attached form entitled "Requirements for Signature and Description of Parties Other Than Her Majesty".

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

- 13.1. Incomplete or conditional tenders will be rejected.
- 13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender will be rejected.

Page 2 of 3 Instructions to Tenderers **July 2011**

13.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

14. REFERENCES

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

Lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

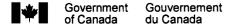
By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

Instructions to Tenderers

Page 3 of 3

July 2011

SAMPLE FORMS TO BE COMPLETED FOR SECURITY REQUIREMENTS



INSTRUCTIONS FOR PERSONNEL CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/07)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any portion is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the Security Clearance Form (TBS/SCT 330-60), are required to submit an original Personnel Screening, Consent and Authorization Form, with the following parts completed:

Part A - As set forth in each question

Part B - As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.

Part C - Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

2. Section B (Biographical Information)

To be completed by the applicant. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth - For 'NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the National Defence Act are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and Verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;

18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)".

Note: Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.



Government of Canada Gouvernement du Canada

PERSONNEL SCREENING. **CONSENT AND AUTHORIZATION FORM**

	i	
Reference number	Department/Organization number	File number
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NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions.

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Government of Canada Gouvernement du Canada

PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

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2. Criminal record check										
Credit check (financial assessment, including credit records check)										
4. Loyalty (security assessment only)										
5. Other (specify, see instructions)										
The Privacy Act Statement The information on this form is required for the purpose of providing security is Canada and is protected by the provisions of the Privacy Act in institutions will a review of whether the person is eligible to hold the position or perform the comployee banks PSE 909 for security clearances, PSE 921 for reliability screen and the RCMP which uses CMP PPU 065. Information related to security assess	h are covered bontract that is a	y the Privacy Act. Its collection is ma ssociated with this Personnel Scree rement agencies, except the Departs	indatory. A refusal to ning Request. The ii nent of National Defi	o provide information will lead to nformation is stored in standard ence which uses DND/PPE 834						
This consent form will become invalid when the applicant no longer require										
NOTE: Unless cancelled in writing by the applicant to the authorized investigation, including subsequent updating requirements of the Governments.	security officinent Security P	ai, this consent form shall be va olicy.	alid for conducting	the specified checks and/or						
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SECURITY CLEARANCE FORM

	OFFICE USE ONLY	
Reference number	Department/Organization number	File number

The Privacy Act Statement

The information on this form is required for the purpose of providing a security assessment. It is collected under the authority of subsection 7(1) of the Financial Administration Act and the Government Security Policy (GSP) of the Government of Canada and is protected by the provisions of the Privacy Act in institutions that are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Personnel Screening Request. The information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accidence with the GSP and to entities outside the federal government (e.g. credit bureaus). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, site access or security clearance, both of which may lead to a reassessment of the applicable type-level of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to Information of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSC PPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments also described in the CSIS PIB SIS PPU 005 (Security Assessment

Please typewrite or print in block letters.

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G FOR COMPLETION BY PERSONS BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZE	ENSHIP (see instructions)
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Certificate No. 5. Do you maintain citizenship of a country other than Canada? If yes, please provide the name of the country and explain why. Yes No 8. Have you used a passport other than a If yes, explain why.	<u> </u>
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1	hereby certify that the information set out by Signature	me in th	nis docume	ent is tr	rue and	correct	t to the best of	my knov	wledge a	nd belief 4. Tele	phone (l	business)
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INSTRUCTIONS FOR COMPLETION OF SECURITY CLEARANCE FORM TBS/SCT 330-60E (Rev. 2006-02)

General:

- Once completed this form shall be safeguarded and handled at the level of PROTECTED A
- If clarification of information is required, a Canadian Government Official may contact the applicant to obtain additional information in order to complete the security screening investigation and an interview of the applicant may be requested.
- This form is to be completed using an automated system or if not available using a typewriter or printing in block letter format in black ink
- Please read and follow these instructions carefully.
- The original signed copy must be submitted.
- It is important that a copy of the completed questionnaire be retained by the applicant for future reference.
- Incomplete or illegible forms will NOT be considered.
- All names are to be in full (no initials) (Maternal and Paternal or other names used).
- Addresses are to include, where applicable civic or township name and the lot and concession numbers.
- If information is not known or is unavailable please indicate this on the form and on a separate sheet of paper explain the cause of circumstance.
- All dates are to be entered in order of YEAR, MONTH, and DAY as applicable.
- If space allotted in any portion is insufficient please use separate sheet using same format.

Detailed Instructions:

SECTION A

- To be completed by the department, agency or organization.
- "Other" This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

SECTION B (Remainder of the form is to be completed by the applicant)

- Complete as requested.

SECTION C

- Complete as requested.

SECTION D

"common-law partner" - in relation to an applicant, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year. This includes persons of the same sex.

- 1, includes current spouse and common-law partner as applicable.
- If any person is deceased, date of death and last address while living are to be shown.
- 2. includes previous spouse and common-law partner as applicable during the last five years.
- If a person is deceased, date of death is to be shown in 2e.
- All other questions to be answered as set forth.

SECTION E

- Questions 1 to 8 experience has shown that incomplete answers to these questions are the most common cause of delay. Please follow the instructions carefully.
- For all security clearance requests all Immediate Relative(s) information must be provided.
- Immediate family includes the following:
- All children 18 years and over that you or your spouse or common-law partner have a parental relationship.
- Your father, mother, brothers, sisters. Include "half" or "step" relatives in this category.
- Your current spouse's or common-law partner's father and mother. Include "half" or "step" relatives in this category.

If any person is deceased, date of death and last address while living are to be shown.

SECTION F

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the National Defence Act are to be included as well as convictions by courts-martial are to be recorded.

SECTION G

- If a naturalized Canadian, it is important to show the certificate number, date of issue. Attach a photocopy of the certificate.
- If born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad.
- If not a Canadian Citizen indicate if application has been made for Citizenship. In this case, passport or identity card number and particulars should be recorded in box "6". Please provide copy of Immigrant Visa or Record of Landing documentation.
- Questions 5 and 6 Attach a separate sheet of paper if more space is required. Each sheet must be signed.

SECTION H

- As set forth, ensuring current address is recorded first.
- The Postal code is mandatory for the current address, and if known, for previous addresses.
- For rural area, include civic number or lot, concession and township number.

SECTION I

- Record your present employment first.
- Please note that it may be necessary to contact your present employer.
- Time at school and periods of unemployment are also to be shown; (as well as, secondments, edcuational leave, and courses of over six months' duration; include supervisor or colleague's name).
- Job-site address is the address where your work is performed and may be different from your employer's address.

NOTE: If you are self-employed or a consultant, or have been self-employed or a consultant, provide the following:

- Name of employer give your business name; if not applicable, give your name;
- Job-site address give your permanent business address; if not applicable, give your residence address;
- No change:
- No change
- Supervisor's name give a name of a person who can verify your employment;
- No change.

SECTION J

- Is related to determining past employment of security concern. A security official may ask for further details.

- Travel record is for less than six months, if more than this period it is to be recorded as residence in part "H".
- One day visits to countries, such as cruise stopover, do not have to be recorded.
- A security official may ask for details of travel.
- An employee or contractor on Canadian Government business is not required to record details of travel in this section.

- A security official may ask for details in terms of the type of assets and estimated value.

SECTION M

- Character references must be colleagues, peers, and friends who have known you well for over three years and should be able to cover your non-work environment and activities.
- Character references are NOT to include relatives and MUST be residing in Canada.
- Faster processing is facilitated if references listed are in your geographic area.
- Neighbourhood reference is an individual who has known you for over six months preferably at your current address. If not, the individual has been a neighbour during the past five years.

SECTION N

- Complete as requested.

SECTION O

- Question to be answered if not covered in employment section. List last or current unit and dates of total service in the Canadian Armed Forces
- If more space is required use a separate sheet of paper. Each sheet must be signed.

SECTION P

- Complete as requested.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who have previously completed a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership are required to submit an original Security Clearance Form with the following parts completed:

- Part A As set forth in each question
- Part B As set forth in each question
- Part C As set forth in each question
- Part D As set forth in each question
- Part E Provide details on parents of new spouse/common-law partner and any children (over the age of 18 years) of the new spouse/common-law partner
- Part P To be signed by person submitting the form

In addition to the above, in those cases where an individual marries or commences a common-law partnership with a Note: Non-Canadian National or Landed Immigrant who has not yet arrived in Canada, the following information is required:

Parts A-D As set forth in each question

- Part E Parents of new spouse-common-law partner, brothers, sisters (include "half" and
 - "step" relatives) and any children (over the age of 18 years) of the new spouse/common-law partner
- Part H For new spouse/common-law partnership
 - For new spouse/common-law partnership
- Part P To be signed by person submitting the form

CYCLICAL UPDATE REQUIREMENTS

- Levels I+II (10 year update). Complete all portions of the form as per instructions above.
- Level III (5 year update cycle)

With the exceptions of Parts H and I, where the information required is that which covers the period of time since the last submission of a questionnaire, ALL OTHER parts of the questionnaire must be completed IN FULL



CONTRACTS AND OTHER LEGAL DOCUMENTS (COMMON-LAW PROVINCES)

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	DESCRIPTION	SIGNATURE
INCORPORATED COMPANY	(exact name), a corporation duly incorporated under the laws of and having a head office and principal place of business at	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(1) (name), (occupation), (address) of each acting partner carrying on the partnership business.	By one or more partners duly authorized to sign on behalf of partnership.
	(2) If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	
SOLE PROPRIETORSHIP (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name.	By the sole proprietor.
	(2) If the business is carried out under a "trade name", the trade name may be included after the name of the sole proprietor such as: "Mr. X carrying on business under the name and style of".	By the sole proprietor under the trade name: ex. X reg. By: (X's signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the day of, 2	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:

- (a) leases in excess of three years or any other disposition of land or an interest therein; and
- (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.
- * Statute of Frauds, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

GENERAL CONDITIONS MINOR SERVICES

- 1. In the Contract,
 - 1.1. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;
 - 1.2. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
 - 1.3. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.
 - 1.4. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract.
- 2. In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.
- 3. This Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.
- 4. The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.
- 5. The Contract shall not be assigned in whole or in part without the prior written consent of the Minister and any assignment made without that consent is void and of no effect. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

- 6. No payment shall be made to the Contractor unless or until invoices and all documents are submitted in accordance with the terms of the Contract and the Contractor, if required to do so, establishes to the satisfaction of the Departmental Representative that all materials, parts, work-in-process or finished work in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.
- 7. Unless otherwise specified in the Contract, payment shall be made after presentation of the required documents and after delivery of all items and performance of all services required in the Contract. Such payment shall not constitute acceptance of satisfactory completion of the Contract.

- 8. All specifications, drawings, patterns, samples and other information furnished to the Contractor in connection with the Contract shall be used solely for the purpose of carrying out the work and for no other purpose except with the consent in writing of the Departmental Representative and shall remain the property of Her Majesty and be returned on request at the expense of the Contractor.
- 9. The Contract and the specifications and all information issued, used or disclosed in connection with the work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Departmental Representative for the protection of such specifications and information.
- 10. Time shall be of the essence of the Contract.
- 11. The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised, or offered to any official or employee of Her Majesty for, or with a view to, the obtaining of the Contract by the Contractor.
- 12. No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.
- 13. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage
- 14. The Minister may at any time by notice in writing suspend the work of the Contractor or any part thereof.
- 15. The Contract or any part thereof may be terminated in its entirety by the Minister upon written notice. On such termination the Contractor shall have no claim against the Minister for any payment except payment for services performed up to the date of such termination.
- 16. The Contractor shall keep proper accounts and records of costs and expenditures in connection with the Contract, including paid invoices, and shall make them available to the Minister, on request, for audit and inspection at any time, and the Minister may make copies thereof and take extracts therefrom.
- 17. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits, and other proceedings, by whomever made, sustained, brought, prosecuted or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

18. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.

It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

- 19. This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation or Income Tax.
- 20. Payment by the Minister to the Contractor will be made:
 - 20.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or
 - 20.2. in the case of a final payment, or where the Contract specifies payment upon completion, within 30 days following the date on which a duly completed final claim or invoice is received according to the terms of the Contract, or within 30 days following the date on which the work is completed, whichever is the later

If the Minister has any objection to the form of the progress claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Articles 20.1 and 20.2 to apply for the sole purpose of calculating interest on overdue accounts.

- 21. Payment of Interest on Overdue Accounts
 - 21.1. For the purposes of this Article:
 - 21.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,
 - 21.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

- 21.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and
- 21.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 21.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 21.3. The Minister shall not be liable to pay interest in accordance with Article 21.2 if the Minister is not responsible for the delay in paying the Contractor.
- 21.4. The Minister shall not be liable to pay interest on overdue advance payments.
- 22. Certification Contingency Fees, Criminal Code, Public Disclosure
 - 22.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
 - 22.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
 - 22.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
 - 22.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act relating to the contract; and
 - 22.5. if the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
 - 22.6. In this Article:
 - 22.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

TERMS OF PAYMENT

1. BASIS OF PAYMENT

Payment for services rendered will be based on the all-inclusive hourly rates stipulated in Section 5, Tenderer Prices of the Appendix A, Offer of Services, dated ______, and forming part of this Agreement.

2. METHOD OF PAYMENT

Progress Payments for services rendered to the satisfaction of the Departmental Representative will be made in accordance of the work carried out, and upon submission and acceptance of an invoice.

No variation, modification, change or amendment to this contract shall be deemed valid unless duly authorized by the Contracting Authority and effected by written amendment.

3. PAYMENT PERIOD

For the purposes herein "Payment Period" means on a monthly interval or such interval as the Departmental Representative and the Contractor agree upon.

4. RIGHT TO SET OFF

Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to the Contractor under this contract.

For the purposed of this Terms of Payment, "current contract" means a contract between Her Majesty and the Contractor under which the Contractor has an undischarged obligation to perform or supply work, labour or materiel, or inspect of which Her Majesty has, since the date on which the contract was made, exercised any right to take the work that is subject of the contract out of the Contractor's hands.

5. INVOICING INSTRUCTIONS

Invoices are to be submitted on a monthly basis in duplicate to the Departmental Representative or hi representative, certifying that the work is completed in accordance to the contract, and for each invoice, the Contractor shall:

- Quote the Contract/File Number T2065-130022
- Indicate the Contractor's GST/HST Registration Number
- Indicate the period for which the services were rendered
- Indicate the number of hours worked during the weekdays and on the weekends along with the pertinent hourly rate
- Indicate the deductions for any other amounts specified as having to be paid by the contractor in discussion with the Departmental Representative, such as but not limited to Employee Parking, Identification Cards, Security Passes & Keys, Damage to the Building and Contents.

STATUTORY DECLARATION "FOR USE WITH OPERATIONAL SERVICE CONTRACTS"

This STATUTORY DECLARATION must accompany all submissions for contract payment IN THE MATTER OF a contract bearing No. entered into with HER MAJESTY THE QUEEN in Right of Canada by (Name of Company) of (Address of Company) for (Complete description of services) AND dated the ______(contract date) _____ day of the month of______ (contract month) A.D. 19 , and: TO WIT: _____, do solemnly declare: (1) that I am the (Declarant's title or position with the Contractor or state the Declarant is the Contractor) of the CONTRACTOR named in the contract above-mentioned, and as such have knowledge of the matters set forth in this declaration; (2) that all the labour and materials whatsoever entering into the performance of that portion of said dated contract covered by the attached invoice number have been duly paid for; AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the Canada Evidence Act. DECLARED before me at the of Declarant's signature in the Province of

20

Notary Public, Commissioner or Justice of the Peace

day of

this

INSURANCE CONDITIONS FOR SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. DEFINITIONS

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. INDEMNIFICATION

2.1. The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. PERIOD OF INSURANCE

3.1. The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. PROOF OF INSURANCE

4.1. Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. NOTIFICATION

5.1. Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. INSURED

6.1. Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Transport.

7. PAYMENT OF DEDUCTIBLE

7.1. The amount of the deductible, if any, shall be borne by the Vendor.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injuries and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$2,000,000

- 8.2. The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to property damage claims only.
- 9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE VENDOR
 - 9.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$1,000,000.

- 10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)
 - 10.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a minimum amount of \$500,000.

CONTRACT SECURITY REQUIREMENTS

(Janitorial Services)

1. Obligation to provide Contract Security

- 1.1. The Vendor shall, at the Vendor's own expense, provide the contract security prescribed in Article 2.
- 1.2. The Vendor shall deliver to the Buyer the contract security referred to in Article 1.1 within 14 days after the date that the Vendor receives notice that the Vendor's tender or offer was accepted by Her Majesty.

2. Prescribed Types and Amounts of Contract Security

- 2.1. The Vendor shall deliver to the Buyer pursuant to Article 1 a security deposit in an amount that is equal to 20% of the contract amount referred to in the Purchase Order.
- 2.2. A security deposit referred to in Article 2.1 shall be in the form of
 - 2.2.1. a bill of exchange made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
 - 2.2.2. an irrevocable standby letter of credit issued by a financial institution that is a member of the Canadian Payments Association.

2.3. For the purposes of Article 2.2

- 2.3.1. a bill of exchange is an unconditional order in writing signed by the Vendor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada, and
- 2.3.2. if a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in Article 2.3.3.
- 2.3.3. an approved financial institution is
 - 2.3.3.1. any corporation or institution that is a member of the Canadian Payments Association,
 - 2.3.3.2. a corporation that accepts deposits that are insured by the Canadian Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law,
 - 2.3.3.3. a credit union as defined in paragraph 137(6)(b) of the Income Tax Act,
 - 2.3.3.4. a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
 - 2.3.3.5. the Canada Post Corporation.

2.5. The contract security deposit will be retained by Her Majesty until such time as the Department determines that the Vendor's obligations under the contract have been fulfilled or until the contract otherwise comes to an end, whichever comes first. The contract deposit shall be returned to the Vendor except that, if the Vendor fails to perform its obligations under the contract, Her Majesty may enforce the contract security deposit and may apply the contract security deposit or any part thereof to the damages incurred by Her Majesty. The application of the contract security deposit by Her Majesty shall not constitute a waiver nor in any way defeat or affect the rights and remedies which Her Majesty has by law.

LABOUR CONDITIONS

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01 Interpretation

In these Conditions

- 1. "Act" means the Fair Wages and Hours of Labour Act;
- 2. "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;
- 3. "contract" means the contract of which these Labour Conditions are part;
- "contracting authority" means the department of Government or a crown corporation with whom the contract is made;
- 5. "contractor" means the person who has entered into the contract with the contracting authority;
- "regional director" means the director of a regional office of the Department of Human Resources Development or the director's designated representative;
- 7. "inspector" has the meaning assigned to the term by Part III of the Canada Labour Code;
- 8. "Minister" means the Minister of Labour of Canada;
- "persons" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract.

02 General Fair Wage Clause

- 1. All persons in the employ of the contractor, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the contract, shall during the continuance of the work:
 - be paid fair wages, that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and
 - in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources Development in the Fair Wage Schedules which form a part of this contract as Appendix A to these Labour Conditions; and

- 3. for contracts covering work performed in the province of Quebec, be paid at least the wage rates established by that province for the purposes of the Quebec "Construction Decree".
- 2. Where there is no wage rate in the schedules referred to in (1) for a particular character or class of work, the contractor shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.
- 3. Where during the term of the contract, the contractor receives notice from the contracting authority of any change in wage rates, the contractor shall pay not less than the changed wage rate beginning on the first day after receipt, by the contractor, of the notice of the change in wage rates.

03 Hours of Work

- 1. The hours of work in a day and in a week of persons employed in the execution of the contract, including the hours of work in excess of which a person shall be paid overtime at a rate at least equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from time to time in an Act of that province.
- 2. The daily or weekly hours of work referred to in paragraph (1) may be exceeded in accordance with the applicable provincial law.

04 Labour Conditions to be Posted

For the information and the protection of all persons, the contractor agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the contract is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and a copy of the applicable Fair Wage Schedules along with any subsequent changes.

05 The Contractor to keep Records which are to be Kept Open for Inspection

- 1. The contractor agrees to keep books and records showing the names, addresses, classifications of employment and work of all workers employed under the contract, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.
- 2. The contractor also agrees that the contractor's books, records and premises will be open at all reasonable times for inspection by an inspector.
- 3. The contractor also agrees to furnish the inspector and the contracting authority, on request, with such further information as is required to ascertain that the requirements of the Act, the Regulations and the contract with respect to wages, hours of work and other labour conditions have been complied with.

06 Departmental Requirements before Payment made to Contractor

- The contractor agrees that the contractor will not be entitled to payment of any money otherwise payable under the contract until the contractor has filed with the contacting authority in support of a claim for payment a sworn statement:
 - 1. that the contractor has kept the books and records required by these Regulations,
 - 2. that there are no wages in arrears in respect of work performed under the contract, and
 - 3. that to the contractor's knowledge, all the conditions in the contract required by the Act and the Regulations have been complied with.

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2. The contractor also agrees that, where fair wages have not been paid by the contractor to persons employed under the contract, the contracting authority shall withhold from any money otherwise payable under the contract to the contractor the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.

07 Authority to Pay Wages in the Event of Default by the Contractor

- 1. The contractor agrees that where the contractor is in default of payment of fair wages to an employee, the contractor will pay the Minister the amount the contractor is in default.
- 2. The contractor agrees that where the contractor fails to comply with paragraph (1), the contracting authority will pay to the Receiver General, out of any money otherwise payable to the contractor, the amount for which the contractor is in default.

08 Conditions of Subcontracting

The contractor and the subcontractor agree that in subcontracting any part of the work contemplated by the contract, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the contract and the requirements set out in Section 4. The contractor further agrees that the contractor will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.

09 Non-discrimination in Hiring and Employment of Labour

The contractor agrees that in the hiring and employment of workers to perform any work under the contract, the contractor will not refuse to employ and will not discriminate in any manner against any person because

- 1. of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
- 2. of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
- 3. a complaint has been made or information has been given in respect of that person relating to an alleged failure by the contractor to comply with subparagraph (1) or (2).

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1. Definitions

In addition to the definitions contained in the General Conditions - Interpretation, the following words shall have the meanings respectively assigned to them:

- "Cleaning" means that work, involving duties, which must be performed on a daily, weekly, monthly, shift, and any other regular or miscellaneous cleaning on an "as when required basis".
- "Employees" means the Superintendent, Supervisors, and all other persons employed by the Contractor to perform the Contract.
- "Airside" means that area of the airport, which is directly related to aircraft operation and servicing.
- "Groundside" means the area of the airport, which is directly related to the movement of passengers and baggage on the landside of the Air Terminal Building (ATB). It also includes Industrial areas, Commercial and Transport Canada support facilities not on the airfield, but directly concerned with supporting Aviation activities.

2. Scope of Work

Transport Canada, has a requirement to ensure that cleaning services are carried out for the traveling public and its employees at the St. Anthony Airport. The Contractor is to supply all labour, materials, equipment and supervision necessary to perform cleaning services and snow clearing services at the St. Anthony Airport, St. Anthony, Newfoundland and Labrador, as specified in the Statement of Work and Site Plans provided.

3. Contract Period

The Work is to be performed from date of contract award on or about December 1, 2013 to November 30, 2014, with the option to renew for two (2) additional periods of one year each, from December 1, 2015 to September 30, 2015 and from October 1, 2015 to September 30, 2016, respectively.

The option to exercise an option year shall be at the sole discretion of the Minister and shall be by way of a formal contract amendment.

4. Security Requirements

- **4. 1** All employees must have or must be able to obtain an Enhanced Reliability Check from Transport Canada Security Branch, in accordance with the Personnel Security Screening Standard (PSSS).
 - **4.1.1** The Contractor shall verify for each employee, the following information:
 - 1. Personal data;
 - 2. Education and professional qualifications;
 - 3. Employment data;
 - 4. Assessment of performance and character by checking with employers and identified references.
 - **4.1.2** Upon award of Contract, the Contractor will submit the following information and form on behalf of each employee to the Departmental Representative:
 - 1. Employee name;
 - 2. Address;
 - 3. Date of Birth;
 - 4. Education;
 - 5. Experience;
 - 6. Qualifications;
 - 7. Personnel Screening, Consent and Authorization Form;
 - 8. Fingerprint Impressions.
- **4.2** The Contractor shall provide to the Departmental Representative a list of names, addresses, qualifications, and experience for all individuals who will be performing work under this contract.

5. Contractor's Resources Requirements

- **5.1** The Contractor's employees shall be capable and qualified, in all aspects, of so performing the work.
- **5.2** The performance of the work is of a visible and time-critical nature in view of the ongoing operational volumes of passenger traffic. To this end, the Contractor is required to maintain sufficient qualified employees on call to minimize non-performance of this Contract.
- **5.3** The Contractor is responsible to ensure that all employees are fully aware of and comply with site security regulations and requirements, and to provide

at the Contractor's cost, translations in the employees' working language(s), if necessary.

5.4 The Contractor shall provide to the Departmental Representative a list of names, addresses, qualifications, and experience for all individuals who will be performing cleaning work. A form is provided at the end of this Appendix for this purpose.

6. Training Requirements

6.1 Security

- **6.1.1** The Contractor must attend, prior to commencement of this Contract, a security briefing meeting as arranged by the Departmental Representative.
- **6.1.2** The Contractor will comply with all airport policies, procedures and regulations related to security and will instruct each employee in his/her first language of such requirements and obtain their written acknowledgment of their understanding of such requirements.

6.1.3 Two copies of any documentation pertaining to airport security compliance will be provided at no cost to the Contractor to enable the Contractor to brief his/her employees. It is the Contractor's responsibility to seek clarification from the Departmental Representative of any security requirements with which he/she is not familiar or is unclear.

6.2 Requirements

Upon award of contract, the contractor must meet with the Departmental Representative to discuss the requirements of this Statement of Work.

6.3 Training Expenses

The Contractor must ensure the satisfactory completion of on-the-job training by all Contractor's personnel at his own expense. The nature and length of this training must be such so as to ensure the cleaning personnel are knowledgeable of their duties.

6.4 For Employee Replacement

Whenever it becomes necessary to assign personnel to the contract for the first time without the employee having first completed the on-the-job training outlined above, the Contractor must arrange, at his own expense, to have the new personnel double bank with experienced personnel for a minimum of three (3) days, prior to their taking over the duties on their own. The Contractor's supervisor shall visit the Incumbent of the position to ensure that the new personnel are knowledgeable of their duties.

7. Service Requirements

7.1 General

- **7.1.1** Tasks are to be carried out by the Contractor to maintain the Airport in a high condition of cleanliness.
- **7.1.2** The Contractor shall carry out the required tasks on a daily, weekly or seasonal basis.
- **7.1.3** Some tasks such as article 7.5 washroom maintenance may require service more than once on a daily basis based on frequency of use by the public.

- **7.1.4** The Contractor must provide sufficient resources to ensure all tasks listed are performed at a frequency necessary to maintain the cleanliness standard of the Airport to a high quality of cleanliness as identified in Article 16. Cleaning Quality Standards.
- **7.1.5** The work specified in article 7. Service Requirements and in article 9. Assignments will be accepted only if they meet the applicable Cleaning Quality Standards, detailed in article 16. Cleaning Quality Standards, to the satisfaction of the Departmental Representative.

7.2 Entrance (Vestibules)

- 7.2.1 Clean both sides of all glass doors.
- 7.2.2 Using a damp cloth, wash/dust all horizontal surfaces.
- 7.2.3 Vacuum all entry walk-off mats using a wet/dry vacuum.
- 7.2.4 Wet mop entrances and remove excess water with a wet vacuum.
- 7.2.5 Mop up all stains and spills.
- 7.2.6 Dust mop all hard surface floors with treated dust mop.
- 7.2.7 Using a damp mop, mop entire hard surface area.
- 7.2.8 Using high speed machine, spray buff VA surface areas.
- 7.2.9 Clean all ceiling vents.
- 7.2.10 Pick up all litter and debris.

7.3 <u>Ticketing Area Baggage Claim</u>

- **7.3.1** Empty all waste receptacles.
- **7.3.2** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.3.3 Dust all horizontal surfaces.
- 7.3.4 Dust all reachable T.V.'s and EDP boards and clean screens.

- 7.3.5 Spot clean all partition and door glass.
- **7.3.6** Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.
- 7.3.7 Pick up all litter and debris.
- **7.3.8** Damp wipe all telephones with germicidal solution including ear and mouth piece.
- **7.3.9** Clean and polish all drinking fountains, removing water marks, scale and splashes on sides and front.
- 7.3.10 Mop up all stains and spills.
- 7.3.11 Isolate area using stanchions, rope and wet floor signs.
- 7.3.12 Dust mop all hard surface floors.
- **7.3.13** Damp mop with clean water those areas where heavy ice melting compounds have been tracked in.
- **7.3.14** Using a scraper, remove all chewing gum and like substances from all floors.
- 7.3.15 Damp mop floors.
- 7.3.16 Scrub floor using floor machine.
- 7.3.17 Clean all partition and door glass.
- 7.3.18 Clean all ceiling vents.
- **7.3.19** Clean screen, stand, and casing of Flight Information Display System (FIDS).

7.4 Public Waiting Areas

- **7.4.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.4.2 Dust all horizontal surfaces.

- 7.4.3 Spot clean all partition and door glass.
- **7.4.4** Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.
- 7.4.5 Pick up all litter and debris.
- 7.4.6 Using an area vacuum, clean all traffic lane mats and open areas.
- **7.4.7** Using a vacuum, detail clean all edges and corners of carpeted areas.
- **7.4.8** Using approved spotter, spot clean carpeted area, and upholstery seating.
- 7.4.9 Mop up all stains and spills.
- 7.4.10 Isolate area using stanchions, rope and wet floor signs.
- 7.4.11 Dust mop all hard surface floors.
- **7.4.12** Using a scraper, remove all chewing gum and like substances from hard surface floors.
- **7.4.13** Damp mop all floors.
- 7.4.14 Scrub floor using floor machine.
- 7.4.15 Clean all ceiling vents.
- 7.4.16 Dust and damp wipe all light fixtures.
- 7.4.17 Spot clean show cases' glass.

7.5 Washrooms

- 7.5.1 Empty washroom waste containers and replace liners.
- 7.5.2 Wash all trash containers using germicidal detergent.
- 7.5.3 Replenish all washroom supplies.

- 7.5.4 Dust all horizontal surfaces.
- 7.5.5 Using a germicidal solution, spot clean all stains and spills.
- 7.5.6 Using germicidal solution, spot clean all vertical surfaces.
- 7.5.7 Spot clean all architectural metals.
- **7.5.8** Using germicidal solution, thoroughly clean all toilets and urinals inside and outside. Wipe and polish all chrome fixtures.
- **7.5.9** Using germicidal solution, thoroughly clean all sinks including undersides and pipes. Wipe and polish all chrome fixtures.
- **7.5.10** Using germicidal solution wipe walls and partitions around toilets, urinals and sinks.
- 7.5.11 Clean mirrors.
- 7.5.12 Remove graffiti using appropriate cleaner.
- **7.5.13** De-scale toilets and urinals using an organic non-acid type bowl cleaner.
- 7.5.14 Dust mop all hard surface floors with treated dust mop.
- 7.5.15 Damp mop floor using a germicidal solution.
- 7.5.16 Scrub floors using floor machine.
- 7.5.17 Clean all ceiling vents.
- 7.5.18 Wash interior walls of washroom.
- 7.5.19 Pick up all litter and debris.

7.6 Stairs - Hard Surface

- 7.6.1 Dust all ledges, lights, window sills and rails and stairwells.
- **7.6.2** Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.

- 7.6.3 Wash all handrails with germicidal solution and dry.
- 7.6.4 Pick up all litter and debris.
- 7.6.5 Sweep and mop up all stains and spills.
- 7.6.6 Sweep and mop all stairs and landings.
- 7.6.7 Clean all soil, scuffs and shoe marks from risers.
- 7.6.8 Clean all ceiling vents.

7.7 Corridors, Walkways

- **7.7.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.7.2 Dust all high reach areas.
- **7.7.3** Dust/spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.
- 7.7.4 Using a vacuum, clean all traffic lanes and open areas.
- 7.7.5 Vacuum clean walls.
- 7.7.6 Using approved spotter, spot clean carpeted area.
- 7.7.7 Dust mop all hard surface floors with treated mop.
- 7.7.8 Using high speed machine, spray buff all hard surface areas.
- **7.7.9** Clean all ceiling vents.

7.8 Offices/Boardroom - Carpet

- **7.8.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.8.2 Dust high and low areas (pictures, clocks, partition tops, etc).
- 7.8.3 Dust all horizontal surfaces.
- 7.8.4 Spot clean all walls, partition, light switches and doors.
- **7.8.5** Dust and spot clean all furniture, fixtures, equipment and accessories.
- **7.8.6** Damp wipe all chair and table legs and rungs, baseboards, ledges, moldings, and other low reach areas.
- **7.8.7** Damp wipe all telephones with germicidal solution, including ear and mouth piece.
- 7.8.8 Fully vacuum all carpets from wall to wall.
- 7.8.9 Using approved spotter, spot clean carpeted areas.
- **7.8.10** Steam clean carpeted areas, prior approval is required from Department Representative.
- 7.8.11 Clean all ceiling vents.
- **7.8.12** Dust high and low areas (pictures, clocks, filing cabinets, desks, light fixtures, ceiling vents, etc.).

7.9 Offices - Tile

- **7.9.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- **7.9.2** Dust high and low areas (pictures, clocks, partition tops, ceiling vents, light fixtures, etc.)
- 7.9.3 Dust all horizontal surfaces.
- 7.9.4 Spot clean all walls, light switches and doors.
- 7.9.5 Spot clean all partition and door glass.
- **7.9.6** Damp wipe all telephones with germicidal solution, including ear and mouth piece.
- 7.9.7 Mop up all stains and spills.
- 7.9.8 Dust mop all hard surface floors with treated dust mop.
- 7.9.9 Using damp mop, mop entire hard surface area.
- 7.9.10 Using a high speed machine, spray buff all hard surface areas.
- 7.9.11 Clean all partition and door glass.
- **7.9.12** Stripping and waxing of resilient floor, prior approval is required by Department Representative.

7.10 Lunchrooms

- **7.10.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.10.2 Damp wipe all lunchroom tables.
- **7.10.3** Using a cloth dampened with germicidal solution, damp wipe all horizontal surfaces.
- 7.10.4 Spot clean all partition and door glass.

- 7.10.5 Using a germicidal solution, spot clean all vertical surfaces.
- **7.10.6** Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.
- 7.10.7 Mop up all stains and spills.
- 7.10.8 Dust mop all hard surface floors with treated dust mop.
- 7.10.9 Using a damp mop, mop entire hard surface area.
- 7.10.10 Using a high speed machine, spray buff all hard surface areas.
- 7.10.11 Clean all partition and door glass.
- 7.10.12 Clean all ceiling vents.
- **7.10.13** Remove electrical range top elements and catch trays. Clean off baked-on foods, replace trays and elements. Procedure also applies to counter top elements.
- **7.10.14** Open electric range ovens, remove metal racks, clean off bakedon foods and grease by using spray oven cleaners. Clean off oven spray cleaner with damp cloth, replace racks.
- **7.10.15** Clean inside of microwave ovens and side moldings with damp cloth.
- **7.10.16** Using a detergent disinfectant solution and clean cloth or sponge, spot clean counter tops, tables, chairs and any other furniture as needed. Areas cleaned are to be let dry.
- **7.10.17** Damp wipe exterior surface and refrigerator, defrost refrigerator, once monthly, as required.

7.11 Electrical Equipment Areas

- **7.11.1** Check with Departmental Representative before cleaning electrical equipment area.
- **7.11.2** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- 7.11.3 Vacuum all horizontal ledges.
- 7.11.4 Vacuum fabric office furniture, including chairs and couches.
- 7.11.5 Using a damp cloth, wash/dust all horizontal surfaces.
- **7.11.6** Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.
- **7.11.7** Damp wipe all telephones with germicidal solution, including ear and mouth piece.
- 7.11.8 Spot clean all partition and door glass.
- 7.11.9 Using a high speed machine, spray buff all hard surface areas.
- 7.11.10 Dust mop, with a treated dust mop, all hard surface areas.
- 7.11.11 Clean all partition and door glass.
- 7.11.12 Clean all ceiling vents.

7.12 Storage Areas

- 7.12.1 Empty all waste receptacles.
- 7.12.2 Using a damp cloth, wash/dust all horizontal surfaces.
- 7.12.3 Dust mop all hard surface floors with treated dust mop.
- 7.12.4 Mop up all stains and spills.
- 7.12.5 Using a damp mop, mop entire hard surface area.

7.12.6 Using a high speed machine, spray buff all hard surface areas.

7.13 Baggage Handling

- 7.13.1 Pick up all litter.
- 7.13.2 Vacuum, sweep and scrub all floors.
- 7.13.3 Clean all ceiling vents.

7.14 Elevator - Policing

- 7.14.1 Spot clean elevator walls, doors and frames.
- **7.14.2** Dust mop hard surface floors.
- 7.14.3 Pick up all litter and debris.
- 7.14.4 Mop up all stains and spills.
- **7.14.5** Damp mop hard surface floors.

7.15 Other Rooms

7.15.1 Clean or sweep all areas shown on drawing as "Clean as Required."

7.16 <u>Ticketing Area, Waiting Rooms, Baggage area, Hard Surface Floors</u>

- **7.16.1** Rope off areas when necessary using stanchions, rope and wet floor signs.
- **7.16.2** Dust mop with side treated dust mop and pick up litter and soil with dust pan.
- **7.16.3** Use a neutral synthetic detergent mixed with water to make a dilute solution, apply with damp mop.
- 7.16.4 Use clean water without detergent, apply with damp mop.
- 7.16.5 Empty all waste receptacles.
- 7.16.6 Remove all collected trash to designated area.
- 7.16.7 Wash all trash containers using germicidal detergent.
- 7.16.8 Dust all horizontal surfaces.
- **7.16.9** Dust all high reach areas.
- **7.16.10** Dust all chair and table legs and rungs, baseboards, ledges, moldings, and other low reach areas.
- 7.16.11 Spot clean all walls, light switches and doors.
- 7.16.12 Spot clean all partition glass.
- 7.16.13 Dust mop all hard surface floors.
- 7.16.14 Using a dust mop, mop entire hard surface area.
- 7.16.15 Using a standard machine, spray buff all hard surface areas.
- **7.16.16** Pick up paper from waiting room floor and chairs, wash up any spills or stains and vacuum chairs.

7.17 Offices - Administration Offices

- 7.17.1 Empty all waste receptacles.
- 7.17.2 Remove all collected trash to designated area.
- **7.17.3** Dust and spot clean all furniture, fixtures, equipment and accessories.
- 7.17.4 Dust all high reach areas.
- **7.17.5** Dust all chair and table legs and rungs, baseboards, ledges, moldings, and other low reach areas.
- 7.17.6 Spot clean all walls, light switches and doors.
- 7.17.7 Vacuum all carpeted areas, as required.

7.18 Combined Services Building (CBS)

- **7.18.1** Empty waste receptacles, replace liners if required and wipe any soiled containers.
- **7.18.2** Dust and spot clean all furniture, fixtures, equipment and accessories, 2nd floor.
- **7.18.3** Dust all high reach places.
- **7.18.4** Dust all chair and table legs and rungs, baseboards, ledges, moldings, and other low reach areas.
- 7.18.5 Spot clean all walls, windows, light switches and doors.
- 7.18.6 Clean hard surface floors of all stairs and offices.
- 7.18.7 Clean all washroom facilities.
- 7.18.8 Spray buff, scuffed, marked or dull vinyl asbestos floors.
- 7.18.9 Clean all kitchen facilities (refer to 7.10 Lunchrooms)

7.19 ATB - General

7.19.1 Empties main collection system from central vacuum system.

7.20 ATB – Interior and Exterior Windows

7.20.1 Clean monthly or as required.

7.21 ATB – Outside Area

- **7.21.1** Police around immediate areas of Arrival and Departures for trash, cigarette butts, etc. and pick up same.
- 7.21.2 Clean out ashtray outside ATB twice weekly or as required.

7.22 Trailer - Penney's Aircraft Services

7.22.1 Refer to 7.9 Offices - Tile.

7.23 <u>Trailer - Provincial Airlines Limited</u>

7.23.1 Refer to 7.9 Offices - Tile.

7.24 Seasonal Work

- **7.24.1** Clean doors of snow and ice before every arrival and departure (4 doors), and if required, apply sand or urea as required.
- **7.24.2** Remove snow & ice from sidewalks, stairs, entrances, emergency exits.
- **7.24.3** Apply sand or a chemical treatment as approved by the Departmental Representative.

8. SNOW CLEARING - Snow Removal and Ice Control Requirements

All of the following duties will need to be performed during and after any snowfall, and must be done prior to any flight arrivals/departures during the winter months:

- **8.1** Ensure that doors and walkways of the main entrances and exits (both airside and groundside) are kept as free as possible of ice and snow. Shovel, sweep and/or sand these areas as required.
- **8.2** Overlook aircraft apron for pedestrian traffic and inspect apron periodically for oil spills, icy patches, etc., and report it to responsible party for corrective action. If no one available, place sand on ice patches.
- **8.3** Sidewalks, stairs, entrances, emergency exits shall be free from snow and ice accumulation and sanded or treated with a chemical approved by the Departmental Representative to provide safe footing.

9. Assignments

9.1 General

Cleaning services are to be provided Monday through Sunday, to cover Airlines schedules to be determined by Department Representative.

A sample weekly flight schedule is attached to this appendix to provide bidders with a guideline for tendering purposes. This is a sample only for tendering consideration. Actual cleaning requirements will be determined by the Airport daily activity.

9.2 Contractor's Responsibility

The work shall be performed in a workmanlike manner, to the entire satisfaction of Her Majesty, as determined by the Departmental Representative. The Contractor's employees shall be capable and qualified, in all aspects, of so performing the work.

The performance of the work is of a visible and time-critical nature in view of the ongoing operational volumes of passenger traffic. To this end, the Contractor is required to maintain sufficient qualified employees on call to minimize non-performance of this Contract.

9.3 Working Supervisor

The Contractor will provide a full time Working Supervisor in accordance with the General Conditions.

The Working Supervisor will be the Contractor's representative responsible to ensure the competent performance of the work, by:

- .1 making daily routine inspections to ensure the work is performed as specified;
- .2 providing routine schedules and inspections;
- .3 provide supervision, training, routine scheduling and inspections of the cleaners for this Contract.

The Working Supervisor will be present at the site at times as required by the Departmental Representative to ensure quality control of the work being performed in every shift, to a total of the hours contracted for.

In an emergency or under extraordinary conditions at the site, the Departmental Representative may call the Working Supervisor into the site upon (2) hours verbal notice.

9.4 Cleaners

The Contractor shall provide trained qualified cleaning staff to perform the duties required in accordance with these specifications such as: picking up litter, emptying and cleaning ashtrays, emptying waste paper baskets, and small waste receptacles, removing foreign material from drinking fountains, doing light emergency cleaning, spot cleaning, cleaning furniture, cleaning fixtures and dusting all surfaces which can be reached without ladders, damp mopping, dust mopping and vacuuming, replenishing supplies in washrooms, cleaning and/or washing toilet facilities, wash basins, chrome fittings, mirrors and dispensers, emptying, cleaning and/or washing heavy waste containers, sweeping, damp mopping, washing and scrubbing floors; removing and applying floor finishes; sealing floors; washing or vacuuming walls and ceilings; operating powered cleaning and sanitation equipment; as well as doing other related heavy duties including, but not limited to, side walk snow shoveling and window cleaning.

10. Access to Buildings

- 10.1 The Airport Administration (2nd floor, ATB) has been designated as a place where all employees will sign "In and Out", entering time of arrival and departure on the sheets provided, which will form the daily register substantiation for payment claims. Under no circumstances in the duration of this contract will the Contractor remove the daily register from this office unless the Departmental Representative gives prior agreement.
 - **10.1.1** In the event of payment disputes regarding weekly hours of work, the daily register will prevail. Failure of an employee to register "out" will render a daily register entry invalid.
- **10.2** Each employee will be issued a security pass on arrival at the site and this pass is to be surrendered when signing out, or as otherwise agreed upon between the Contractor and the Departmental Representative.
- 10.3 Only employees wearing a visible, valid security pass will be allowed access to the work site. No persons accompanying employees will be allowed on the site.
- **10.4** Keys to buildings and offices will be issued to the individuals and must be returned at termination of employment or contract.
- **10.5** Locked offices and storage areas are to be cleaned when scheduled or when required.
- **10.6** Employees are not permitted to loiter in the building before or after work.
- **10.7** Employees are to note that the entire Air Terminal Building is designated Non Smoking areas with a few exceptions designated as Smoking areas.

11. Contractor's Responsibilities

11.1 Building Security, Locking and Unlocking Doors, etc.

11.1.1 The Contractor is responsible for the security of the buildings as determined by the Departmental Representative, to the extent of locking and unlocking doors necessary for the completion of work.

11.1.2 The Contractor will ensure that the employees close and lock all windows, and that all lights are shut off when not required.

11.2 Transportation

Where the work is to be performed at more than one building at the site, the Contractor is to provide means of transportation for the employees between the buildings at the work site at the Contractor's own expense. No allowance for travel has been made in the specified weekly hours in the Offer of Services.

11.3 Employee Assignments

The Contractor shall:

- 11.3.1 Issue each employee with their assigned duties and Quality Standards Section both translated, if required, into the employee's language at the Contractor's cost, and appropriate cleaning equipment and materials;
- **11.3.2** Instruct each employee to perform only the duties indicated in their assignments;
- 11.3.3 Ensure employees are assigned the responsibility for cleaning all cleaners' closets in their assigned area, and that they are responsible for the appearance and cleanliness for their equipment and tools.
- 11.3.4 Move and replace furniture as required for the cleaning.
- **11.3.5** Do not place chairs, wastepaper baskets, etc. on desks, tables or workbenches during cleaning operations.
- **11.3.6** Ensure cleaning solutions do not seep under furniture legs, file cabinets or partitions.
- 11.3.7 The Contractor's employees will deposit all contents of ashtrays in a metal container equipped with a self-closing tight fitting lid. This container must not be stored in the same container as litter.
- 11.3.8 All employees employed by the Contractor shall understand how to work around people engaged in the performance of their

duties, passengers and the visiting public, and extend courtesy at a minimum by:

- 1. Knocking before entering an office to clean, and then requesting permission to enter.
- 2. Not vacuum an office while someone is on the telephone.
- 3. Not vacuum or clean under a table when people are eating.
- 4. Not interrupt personnel at ticket counters while clients are being served.
- 5. Not vacuum or mop the floor in waiting area while passengers or the visiting public are present, except in the case of spills or melting snow accumulation.
- 6. Public washrooms are to be cleaned when the least amount of passengers are present in the Terminal Building. If the men or women's washroom is closed for cleaning, a sign must be posted.
- 7. When dealing with the public and tenants of the airport, you must adhere to a professional standard.

11.4 Occupational Health & Safety

- 11.4.1 The Contractor shall comply with all laws, regulations, and the Canada Labour Code, relating to the work, whether federal, provincial, or municipal, as if the work was being constructed for a person other than Her Majesty, and shall pay for all permits, taxes and certificates required in respect of the execution of the work. A site-specific health and safety plan will be provided, if required, to the Departmental Representative prior to the start of any work on the Contract. The Contractor is to be in good standing with the Workplace Health and Safety and Compensation Commission of Newfoundland and Labrador.
- **11.4.2** In the event of an incident or an accident during the course of the work, the Contractor shall notify the Departmental Representative as soon as possible.
- **11.4.3** The Contractor will observe, exercise, use caution, post signs when and where applicable, to avoid injury to persons or property, or annoyance to, or undue interference with, the public and operations in the building.
- **11.4.4** The Contractor will ensure that all ladders, scaffolding or other devices required for cleaning operations are firm, stable and in good operating condition and shall be placed, shifted and removed in such

a manner and with such precaution as will ensure the safety of and minimal interference to the public and tenants in the work areas affected.

- **11.4.5** The Contractor will store all cleaning materials, which are flammable or susceptible to spontaneous combustion in metal containers that are equipped with self-closing tight fitting lids when not in use.
- **11.4.6** The Contractor's employees will keep all waxes, polishes and other flammable cleaning materials tightly sealed and stored separately from rags and other cleaning materials and equipment.
- **11.4.7** The use of gasoline, highly flammable solvents or cleaning materials is prohibited inside all the buildings, which are to be cleaned under this Contract.
- **11.4.8** The Contractor will post and enforce "No Smoking" signs in all Cleaners' closets.
- **11.4.9** The Contractor's employees will deposit all contents of ashtrays in a metal container equipped with a self-closing tight fitting lid. This container must not be stored in the same container as litter.
- **11.4.10** The Contractor will prohibit the use of hotplates and other electric utensils in all Cleaners' closets.
- **11.4.11** In accordance with the Canada Labour Code, employees shall wear a high visibility vest while performing exterior duties on groundside or airside.

11.5 Exclusive Use of Personnel

- **11.5.1** Employees assigned to Routine Cleaning and snow clearing duties on any shift shall complete all such duties required during the shift and shall not be withdrawn from such duties in such shift and assigned to any other part of the duty.
- **11.5.2** Breach of the above during the performance of the Contract may result in the employee(s) being deemed absent for the whole of the shift in which the breach took place, with the corresponding reduction in the Contract price.

11.6 Lost and Found

The Contractor will immediately turn over any found article to the Departmental Representative or designate, Administration Office, 2ndfloor, ATB.

11.7 Gratuities

The Contractor will instruct all employees that gratuities will not be accepted or solicited for any reason by them from the passengers, tenants, customers or other persons using the premises, and will ensure the employees' compliance.

11.8 <u>Information to Employees</u>

- **11.8.1** The Contractor will post on a bulletin board, specially provided for employees, the following information:
 - Employees' shift schedule:
 - Employee assignments for Routine Cleaning;
 - Employee uniform/identification/security requirements.
- **11.8.2** Copies of the above information are to be made available by the Contractor to the Departmental Representative, prior to posting.

11.9 Employee Uniforms

- **11.9.1** The Contractor will be responsible for ensuring the appearance of all personnel assigned to the Contract is such as to reflect credit on the Crown and the Contractor.
 - Uniforms are to be clean, pressed and in good repair;
 - Head and facial hair to be neat, clean and well groomed;
 - Shoes are to be clean;
 - Only approved uniforms are to be worn;
 - Neatness in dress;
 - All personnel are to be clean and devoid of foul or offensive odors;
 - Scent free workplace should be exercised.
- **11.9.2** For security, identification, hygiene and aesthetic reasons, the Contractor shall ensure that all employees wear at all times when working under this Contract, a clean uniform jacket, shirt and trousers

for male; jacket, blouse and slacks for female - identifying Contractor's name, of a type approved by the Departmental Representative.

- **11.9.3** All issued uniform items shall be replaced by the Contractor as the need arises so as to ensure contractor's personnel are presentable to the public at all times.
- **11.9.4** Uniforms shall be worn by Contractor's personnel at all times while engaged in the performance of their duties and must be maintained as clean and neat as possible and fit properly. Worn, frayed, damaged or patched uniforms will not be accepted. Failure to comply with the above may be considered grounds for removal from the premises.
- **11.9.5** The Contractor will ensure that all employees wear suitable, safe, and neat appearing footwear, in keeping with the type of work that they are assigned under this Contract, and in accordance with any applicable safety legislation or regulations.

11.10 Employee Parking

- **11.10.1** The Contractor will arrange for one (1) paid parking area, payable by the Contractor with the appropriate Departmental Representative. Employee vehicles are to be parked in assigned parking spaces only.
- **11.10.2** There is a \$21.00 monthly surcharge in effect for electrical plug-ins from November 01 April 30 each year, subject to increase/decrease.
- **11.10.3** Parking stickers for employee vehicles are available from Airport Manager's Office and must be visibly displayed in vehicle windshield.
- **11.10.4** Parking space for employee vehicles is available at the St. Anthony Airport and will be designated by the Departmental Representative.

11.11 Contractor's Employees

The Department is to be informed of new or departing employees. The Contractor will provide each month to the Departmental

Representative, a list of names and addresses of all employees employed on this Contract.

11.12 Identification Cards, Security Passes & Keys

- **11.12.1** Contractor's personnel are required to carry government issued and controlled identification cards or security passes on their person. Any permits required by the Contractor will be his responsibility.
- 11.12.2 The Departmental Representative will issue a pass bearing the employee's photograph to each employee designated by the Contractor as employed on the work site. This pass must be clearly visible on the employee's person while working, and is an essential part of each employee's uniform and identification. Failure to wear such identification either in the restricted or public areas may result in action being taken against the Contractor by the appropriate security authorities for breach of security.
- **11.12.3** In the event that the site is divided into working areas by assignments, the Departmental Representative may designate specific work areas which the Contractor will assign to each employee with an identifying badge to be worn also on the front of the uniform, indicating the area in which the employee should be working.
- **11.12.4** The Contractor will protect and secure all keys entrusted to him/her and return them to the Departmental Representative on termination of the Contract.
- 11.12.5 In the event that any keys or passes are lost by the Contractor and cannot be produced on demand, the following sums of money will be deducted from the Contract's monthly payments to cover replacements and administrative costs:
 - Each pass [\$150.00]
 - Each key [\$100.00]
 - **11.12.5.1** This is in addition and without prejudice to any other remedy the Departmental Representative may have under this Contract,
 - **11.12.5.2** In addition, the Contractor and the employee will be obligated to attend an interview with the designated airport

security authority to record the details of the loss, at the Contractor's cost.

12. <u>Materials, Equipment, Supplies & Storage – Contractor's Responsibility</u>

12.1 General

- **12.1.1** The Contractor will submit to the Departmental Representative a complete list of all materials and equipment conforming to the requirements of these sections: "Materials & Equipments", "Minimum Required Equipment for Cleaning" and "Non-mechanized Cleaning Equipment and Materials" proposed for use. The list will include the brand name, origin, composition, capacity, model or type number and manufacturer's name.
- **12.1.2** The materials used by the Contractor shall be manufactured under quality-controlled conditions with quality control batch numbers and supplier's name included on the cases or containers.
- **12.1.3** Liquid supplies will be kept in metal or plastic containers, which the Cleaners will be able to carry to the actual place of application.
- **12.1.4** The Departmental Representative may take samples of Contractor's materials and test them to ensure that they comply with the standard specified.
- **12.1.5** All contents of containers must be clearly identified on the exterior, and apply the appropriate dangerous goods identification if applicable. The Workplace Hazardous Materials Information System (WHMIS) symbol must be displayed where applicable.

12.2 Materials & Equipment

12.2.1 The Contractor shall ensure that all products used in the work place are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHIMS) legislation, which requires the employer to provide detailed worker education potential

health effects of hazardous materials in their work environment and how they can be handled and disposed of safely.

- **12.2.3** A copy of the Material Safety Data Sheets (M.S.D.S.) for all products and materials used in building will be given to the Departmental Representative at time of entry to the building. A binder with the copies of the M.S.D.S. shall be maintained by contractor in the building and updated when new approved products are purchased. This binder shall be made available for Transport Canada Representative upon request.
- **12.2.4** The Contractor shall use only cleaning products and supplies that are Environmentally friendly and biodegradable.
- **12.2.5** The Contractor shall ensure that all equipment used to perform the services is in a state of good repair. The Transport Canada Representative reserves the right to have equipment which is judged to be defective or not suitable, taken out of service and the Contractor shall supply suitable replacement equipment within one working day.
- **12.2.6** The Contractor's equipment must be in good operating order, well maintained, clean and approved in writing, by the Departmental Representative, prior to use on the Contract.
- **12.2.7** The Contractor shall have standby equipment available within 24 hours at all times in the event of loss, theft, or damage to the equipment initially provided.
- **12.2.8** The Contractor will equip all electrical machines with a minimum 15 m length electrical cord, of adequate capacity, complete with ground wire and three pronged plug. The Contractor will ensure that all electrical cords are in good condition and that they are not frayed.

12.3 Minimum Required Equipment for Cleaning

The Contractor shall furnish, as a minimum, the following equipment:

12.3.1 One only twin bucket wringer outfit on a frame with non-marking casters.

12.3.2 One 45-litre capacity wet/dry tank type vacuum, with polyethylene tank complete with wet and dry pick-up attachments.

12.3.3 One carpet vacuum complete with accessories, 500 mm cleaning width, fully adjustable beater brush and non-marking bumpers for use on stairwells, walls, curtains, etc.

12.4 Non-mechanized Cleaning Equipment and Materials

The Contractor shall provide each of their employee with the following appropriate equipment and materials for performance of work in assigned areas.

Lighter duty cleaning equipment and materials will comprise:

- A cleaner's cart with shelves or pockets and large waste collection bag.
- Short-handled, small triangular dust mop (untreated) for low and high dusting.
- Manual carpet sweeper suitable to be carried on cleaner cart.
- Dusting mitts, and clean cloths.
- Two sponges.
- Ten litre plastic pail.
- Plastic spray bottle with glass cleaner solution.
- Plastic spray bottle with detergent solution.
- One litre bottle with clear water.
- Radiator brush for dusting hard-to-get-at and rough surfaces.
- One litre plastic bottle or detergent.
- Small funnel and ¼-litre measuring cup.
- Stainless steel polish.
- One litre plastic bottle of lotion-type cleanser.
- One small wire strainer and large metal slotted spoon for sifting sand in urns.
- Putty knife with 25 mm wide blade.
- Plastic liners for waste receptacles (disposable).
- Any other equipment and material deemed necessary by the Contractor.

Rest room cleaning equipment and materials:

(additional items to those listed in 12.5)

(these materials are to be environmentally friendly as well unscented and biodegradable)

- Toilet paper and towels.
- Hand soap.
- One litre plastic jug of cleaner disinfectant with dispensing pump or one litre plastic bottle of cleaner disinfectant.
- Bowl brush or mop (if brush is used, wire must be plastic coated).
- One litre plastic bottle of bowl cleaner.
- Cleaner disinfectant in spray bottle.
- Small filter brush for cleaning lavatory drains and other orifices.
- Plumbers' plunger.
- Deodorant screens for urinals

Routine carpet care equipment and materials:

- Wet/dry pick-up vacuum.
- Spray bottle with spot-cleaning solution and brush, and clean cloth or sponge.

Routine floor care equipment and materials:

- Dustpan.
- Broom.
- Mopping outfit (i.e. mop buckets, wringers, and mops).
- Two sponges.
- Four litre plastic jug of detergent.
- 600 mm swivel dust mop.
- Putty knife and/or long-handled scraper.
- Dust mop for large open areas.
- Spray-buff pads.
- Spray bottle or spray-buff attachment for spray buffing.
- Floor machine with pad holder.
- Sweeper complete with side broom.

Routine window care and materials:

- Window squeegee with extensions to 3 meters.
- Window brush.
- Chamois.
- Spray container.
- Glass cleaner.
- Small 2 meters ladder.

12.5 Cleaning Materials to be provided by Contractor

Materials to be used by the Contractor in performing the work will confirm to the following requirements:

- **12.5.1** Detergent, general purpose, liquid built:
- **12.5.2** Detergent, germicidal, general purpose, liquid:
- **12.5.3** Detergent, liquid, nonionic, unbuilt, concentrated:
- **12.5.4** Cleaning compound, general purpose, powder to:
- **12.5.5** Remover, for water-emulsion type floor wax:
- **12.5.6** Compound cleaning, toilet bowls and urinals:
- **12.5.7** Compound cleaning, toilet bowl:
- 12.5.8 Glass cleaner:
- **12.5.9** Floor sealer for resilient surfaces:
- **12.5.10** Buffable water emulsion floor wax:
- **12.5.11** Metal polish:
- **12.5.12** Liquid silicone furniture polish:
- **12.5.13** Non freezing window cleaner for exterior use in winter.
- **12.5.14** Plastic garbage bags (poly bag 66 cm x 91 cm, 1.5 mil).
- **12.5.15** Plastic garbage bags (poly bag 89 cm x 127 cm, 2 mil).
- 12.5.16 Oven cleaner.
- 12.5.17 Paper toweling: multifold and rolled.
- **12.5.18** Toilet Tissue: interfold and rolled.
- 12.5.19 Hand soap: liquid and powder.

- **12.5.20** Deodorant blocks for urinals.
- **12.5.21** Miscellaneous products required to complete specific tasks.
- 12.5.22 Uniforms and badges

It is understood and agreed that the above items will remain the property of the Contractor who shall be responsible for all operating costs such as maintenance, etc.

12.5 Substitution of Materials and Equipment

- **12.5.1** No substitution of specified materials and equipment on the Contractor's part will be permitted without the prior written approval of the Departmental Representative.
- **12.5.2** The Contractor may only submit proposals for substitution after award of Contract. Such requests must include statements of respective costs of items originally specified and the proposed substitution.
- **12.5.3** Proposals for substitution of materials and equipment will be considered by the Departmental Representative, if:
 - the materials or equipment selected by the tenderer from those specified are not available;
 - the delivery date for the materials or equipment would unduly delay the Contract;
 - alternative material or equipment to that on the approved list which is brought to the attention of, and considered by, the Departmental Representative as being equivalent to the material or equipment specified, and will result in a credit to the Contract amount.
- **12.5.4** Amounts of all credits arising from the approval of substitutions will be determined by the Departmental Representative and the Contract price will be reduced accordingly.

12.6 Contractor's Material Storage & Office Space

12.6.1 The Contractor will neatly store all supplies, materials and equipment when not in use in storage areas and Cleaner's closets designated by the Departmental Representative.

- **12.6.2** The Contractor will keep these areas neat and clean at all times in accordance with applicable fire regulations.
- **12.6.3** Floor mops will be stored in a suspended position to allow for air circulation around the mop heads.

12.7 Garbage Storage

- **12.7.1** The Contractor will store litter awaiting garbage disposal in the areas approved by the Departmental Representative.
- **12.7.2** The Contractor will contain dry garbage in plastic bags or steel cans with appropriate lids.
- **12.7.3** The Contractor will keep area floors at the site free of litter at all times.

13. Items Provided by "Her Majesty"

13.1 General

"Her Majesty" will provide the following materials:

- Telephone for the conduct of official business
- Facilities for personnel personal belongings
- Standing Orders, emergency orders, etc.
- Flashlights, batteries
- Two-way radios

13.2 Materials and Equipment for Snow Removal and Ice Control Duties

"Her Majesty" will provide the following:

- Ice melter and sand for walkways.
- Shovels, scrappers, and brooms.

13.3 Conveyances

The Contractor where available, will be permitted the use of elevators, escalators, conveyors, and dumbwaiters at the site. The Contractor shall be responsible for the safe operation of these modes of conveyance. The public have priority.

13.4 Light, Heat, Power and Water

Transport Canada will supply all heat, light, and power, hot and cold water reasonably required for the work at the site.

14. Equipment Maintenance

It is understood and agreed that the Contractor shall be responsible for the maintenance of their equipment and will repair and/or replace it in the event of any loss or neglectful damage.

15. Employee Standards

The Contractor will be responsible to maintain high standards of performance, conduct, competency and integrity of personnel assigned to the Contract.

The Contractor will ensure a high standard of professionalism by employees.

Examples of conduct/behaviors considered to be unsuitable are:

- Chewing gum, smoking or eating food on posts except at non-public night watchmen stations or while on lunch break or in rest rooms;
- late for duty:
- evidence of alcohol or drug abuse;
- vacating his or her post without authority;
- on post without prescribed personnel equipment, where applicable, such as radio, keys, notebook, etc.;
- tampering or playing with government property;
- overstaying coffee or lunch breaks;
- derogatory remarks about the federal government and the job;
- not complying written or oral instructions from the Departmental Representative.

The cleaning services provided by the Contractor are for a Federal Government of Canada Airport. The Contractor shall provide a quality service that is of a high degree of standard.

The Contractor will provide qualified, experienced resources in the conduct of the work.

The Contractor will perform quality assurance spot checks on a regular basis to ensure that its resources are meeting this high standard of service.

16. Cleaning Quality Standards

The goal of these quality standards is to "no visible soil" condition. Under these standards, soil will be removed before being allowed to accumulate in the Routine Cleaning. A "no visible soil" level is in contrast to a "visible soil" level where soil is expected and is visible as in loading docks/truck bays and a "no soil" environment, is one which is bacteria free as in a hospital operating room.

16.1 Exterior

16.1.1 Policing:

Sidewalks, entrances, and other areas shall be free of paper and other debris/litter.

16.1.2 Sweeping:

Sidewalks, entrances, and other designated areas shall be clean and free from litter.

16.1.3 Entrances:

After washing, exterior finish shall present a clean surface, free from grime and soap or water streaks.

16.1.4 Snow Removal:

Sidewalks, stairs, entrances, emergency exits shall be free from snow and ice accumulation and sanded or treated with a chemical approved by the Departmental Representative to provide safe footing.

16.2 Floor Maintenance

16.2.1 Sweeping/Dust Mopping/Spot Cleaning:

There shall be no dirt, trash or other matter left in corners, behind or under freestanding radiators, under furniture or behind doors.

Floors shall be free of dust film.

There shall be no dirt left where sweepings were picked up.

16.2.2 Damp and wet mopping:

All mopped areas shall be clean and free of surface stains, mop streaks and loose mop strands.

Walls, baseboards and other surfaces shall be free of watermarks and splashing.

Water or other cleaning solution shall not have been allowed to collect under furniture legs and cabinets.

16.2.3 Spray Buffing:

There shall be neither dust nor dirt left on the floor.

There shall be no muddying or rippling effect caused by over spraying.

The floor shall present an overall appearance of cleanliness.

Baseboards, equipment and furniture shall be free of spray residue.

16.2.4 Scrubbing/Stripping:

There shall be no surface dirt or stains visible when scrubbed.

There shall be no wax or finish buildup on the floor surface when stripped.

The furniture (excluding file cabinets) shall be moved for complete floor coverage.

Walls, baseboards and other surfaces shall be free of watermarks, splashing and scars from equipment.

16.2.5 Finishing (application of wax or floor finishes):

The floor shall be free of streaks, mop strand marks, skipped areas and other evidence of improper application.

The floor shall be clean and bright looking including in corners and under furniture.

There shall be no residue on walls, baseboards, furniture and other surfaces.

16.2.6 Vacuuming or Carpet Sweeping:

Carpets and rugs shall be clean and free from dust, dirt and other debris. Nap on rugs should be laid in one direction.

T mats shall be clean and carpet or rug area around and under T mats shall be free of dust and dirt.

Floor area under immediate edge of rugs shall be free of dirt and dust.

Bare floors around rugs shall be clean. No dirt shall be left in corners, under furniture, behind doors or radiators.

16.2.7 Miscellaneous:

Chairs, waste paper baskets, etc., shall not be placed on desks or tables during cleaning operations.

Furniture and equipment shall be replaced to the position it occupied prior to the commencement of the floor cleaning operations.

16.3 Walls

Walls shall be free of finger marks, smudges and other defacing marks.

16.4 Glass Door and Side Lights

There shall be no streaks, smears or unwashed places on glass and all framing shall be clean.

There shall be no water on the floor sills or stools.

16.5 Polishing Metal Surfaces

Doorknobs, push bars, kick plates, railing, doors and other surfaces shall be clean and polished.

16.6 Miscellaneous

Foot grills and recessed pans shall be free of dirt and debris after scheduled cleaning.

Walk-off mats shall be clean and dry.

Lobby and entrances shall be free of debris/litter.

Notice boards, directory boards and interior of fire hose cabinets including glass shall be clean.

16.7 Trash Removal

All ashtrays and wastepaper receptacles shall be empty, cleaned and in place. Bottoms of ashtrays shall be dry before placing back on surface.

All paper and garbage receptacles shall be emptied.

Plastic bags shall be replaced daily and the exterior of receptacles wiped clean.

16.8 **Dusting**

There shall not be any dust or dust streaks on desks or other office furniture.

Glass tops on desk and tables shall be clean and free of finger marks and stains.

All pictures, plaques, etc., shall be free of dust.

Corners and crevices shall be free of dust.

Radiators, window stools, door ledges, frames, louvers, baseboards and partition ledges shall be free of dust and stains.

16.9 Spot Cleaning

Walls, doors, doorframes, door and partition glass shall be free of finger marks.

16.10 Damp Wiping

Mirrors, ashtrays, and all other glass shall be clean and free of dust, dirt streaks and spots.

16.11 Rest Room Cleaning and Servicing

16.11.1 Trash Removal:

All paper and garbage receptacles shall be emptied, plastic bags shall be replaced daily and the exterior surface wiped clean.

16.11.2 Supplies:

All dispensers of supplies shall be filled.

16.11.3 Sanitary Receptacles:

All sanitary receptacles shall be emptied and disposal bags replaced daily.

All sanitary receptacles shall be free of odour, spots, stains and finger marks removed.

16.11.4 Fixtures:

All surfaces of washbasins and all exposed piping shall be free of dust, dirt spots and stains.

All surfaces of flush tank, toilet seats, bowls and urinals shall be disinfected.

Plumbing fixtures shall be free of stains, soap buildup, dust and mold.

16.11.5 Dispensers, Walls, Stall Partitions, Doors, Shelves, Mirrors, Ledges:

All dispensers, shelves, shelf brackets and ledges shall be free of finger marks, dust and stains.

All mirrors shall be clean.

Walls, stall partitions and doors shall be free of dust, hand marks, pencil marks, water streaks, mop marks and fittings shall be free of mold.

16.11.6 Floors:

Floors shall be maintained as per floor maintenance sub clauses using a germicidal detergent.

16.12 Staircase Cleaning

16.12.1 Sweeping and Dusting:

Stair landings, treads and corners of stair treads shall be free of dirt, dust streaks and debris/litter.

Stair railings, ledges, door moldings, radiators, window stools and grills shall be free of dust.

16.12.2 Cleaning, polishing and wall spotting:

Glass, wood and metal surfaces shall be clean and free of all marks and dirt.

Handrails, doorknobs and other surfaces shall be clean and polished where applicable.

Walls up to a standing height shall be free of all marks.

16.12.3 Mopping and stripping:

Stair landings, treads, risers, walls and baseboards shall be clean and free of watermarks and splashing from cleaning and finishing solutions. Floors shall be maintained as per floor maintenance sub clauses.

16.13 Ashtrays outside ATB

16.13.1 Debris:

All debris shall be removed from the ashtrays.

There shall be no debris in the base of the ashtrays.

16.13.2 Cleaning and polishing:

The interior of the ashtrays top shall be wiped clean and the chrome parts including the base, cleaned and polished.

16.14 **Drinking Fountains**

The porcelain, metal and/or enamel surfaces shall be clean and free of stains.

All other surfaces shall be free of spots, stains and streaks.

All fountains shall be disinfected.

16.15 Elevator Cleaning

Floors, including corners, threshold plates and door tracks shall be clean

Floors shall be polished and slip-free.

Walk-off mats and floor underneath (when in place) shall be clean and dry.

Carpeted floors shall be free of dust, dirt and debris/litter.

Walls shall be free of dust, finger or splash marks, streaking and water marks.

Handrails and baseboards shall be clean and polished.

Doors and frames shall be free of finger marks, etc

16.16 Clocks, Pictures, Plaques

Glass shall be clean and free of streaks.

Edge shall be wiped free of dust.

16.17 Lockers

Tops shall be free of dust.

Fronts shall be free of spots, splash marks, dust and streaks.

16.18 <u>Vertical and Horizontal Blinds</u>

Both sides of slats shall be clean and free of dust.

Window frames and adjoining area shall be free of dust.

16.19 Wall and Ceiling Ventilators/Vents/Diffusers

Shall be free of dust

Framework around ventilator shall be wiped clean.

16.20 Exhaust Fans

Wall area around fan shall be free of dust.

16.21 Junction of Walls and Ceilings

To be free of cobwebs.

16.22 Window, Partition and Show Case Glass Cleaning

Glass shall be clean on both sides and free of streaks.

Sash, sill and stool shall be clean and free of watermarks.

Items moved during the cleaning operation shall be returned to original location.

16.23 Contractor's Space and Cleaner's Closets

All floors shall be clean

All fixtures and walls shall be free of dust and stains.

Mop pails/trucks shall be empty and free of odors.

There shall be no waste paper, garbage or empty containers in the Cleaner's Closets.

There shall be no storage of flammable liquids in Cleaner's Closets.

All cleaning supplies and equipment stored in Cleaner's Closets must be kept in accordance with good housekeeping practices.

All unmarked containers shall be labeled as to their contents to comply with the W.H.M.I.S. Legislation.

17. Reporting of Needed Repairs

The Contractor will promptly notify the Departmental Representative of any damages or unsafe conditions observed in performance of their tasks, and of any repairs required to buildings, fixtures and appurtenances.

18. Damage to the Buildings and Contents

- **18.1** The Contractor is to ensure that all products are compatible with the surface on which they are used.
- **18.2** The cost of repair of any damage to the site resulting from use or misuse of any material or equipment will be charged to and paid for by the Contractor.
- **18.3** The Contractor shall provide and maintain suitable means to safeguard any building, within which the work is being performed, and its contents from injury, dust and defacement during the progress of work.
- **18.4** The Contractor shall carry proper Insurance for the duration of this contract as indicated in the "Insurance Conditions".

19. Confidentiality of Information

The Contractor agrees:

- **19.1** not to reproduce, in any form, any portion of the contractual document;
- **19.2** to hold in strictest confidence all Confidential Information obtained in connection with this contract and agrees not to disclose such information to any person other than those persons identified by the Departmental Representative, in writing, prior to the commencement of work;
- 19.3 to take all precaution in dealing with Confidential Information so as to prevent any unauthorized person from having access to such Confidential Information.

For the purposes of the contract, the term Confidential Information means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a confidential, restricted or protected nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Contractor. The Contractor agrees that if they are in doubt whether certain information is confidential, they shall treat such information as confidential until advised by the Departmental Representative that it is not confidential. This confidentiality clause shall survive the termination of any contract with the Contractor and shall remain in full force and effect unless specifically released by the Departmental Representative.

20. Contacts

20.1 <u>Departmental Representative</u>

The Departmental Representative is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract.

20.2 <u>Departmental Contracting Authority</u>

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

Senior Contracting Officer
Material & Contracting Services
Transport Canada
P.O. Box 42
Moncton, NB
E1C 8K6

Contact: Annette D'Amour Telephone: 506-851-2995

Fax: 506-851-7331

Statement of Work Cleaning and Snow Clearing Services St. Anthony Airport

CONTRACTOR'S EMPLOYEES

The Contractor shall provide the following information on all employees performing cleaning work. This list is to be provided to the Departmental Representative prior to the commencement of work. The Department is to be informed of new or departing employees.

NAME	ADDRESS	QUALIFICATIONS*
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*QUALIFICATIONS includes previous experience, special training received, and specialty (i.e. floor care, carpet cleaning)

Statement of Work Cleaning and Snow Clearing Services St. Anthony Airport

SAMPLE WEEKLY FLIGHT SCHEDULE

Air Labrador Limited (LabAir)

Flight schedule

Monday and Thursday
Arriving at 10:45 am and departing at 11:00am.

Provincial Airlines Limited (PAL)

Flight schedule

Monday to Friday

Arriving at 11:35am and departing at 11:55am; Arriving at 3:35 pm and departing at 3:55pm

Saturday

Arriving at 10:20am and departing at 10:40am; Arriving at 4:20pm and departing at 4:40pm

Sunday

Arriving at 10:20am and departing at 10:40am; Arriving at 2:20pm and departing at 2:40pm

CONTRACTOR'S LIST OF SUB-CONTRACTORS

LISTE DES SOUS-TRAITANTS DE L'ENTREPRENEUR

J'ai (nous avons) l'intention de faire a

It is my/our intention to employ the following subcontractors whom I/We believe, following investigation, to be reliable and competent for the performance of that part of the work indicated. All other work will be done by me/us.

J'ai (nous avons) l'intention de faire appel aux soustraitants suivants qui, je crois (nous croyons) après avoir effectué une enquête, sont dignes de confiance et compétents pour l'exécution de cette portion des travaux qui est mentionnée. Tous les autres travaux seront exécuté par moi (par nous).

Description (of work - des travaux)	Names and Addresses of Sub-Contractors - Noms et adresses de sous-traitants				

CONTRACTOR'S CORPORATE DATA

Complete CD-1 or CD-2 as applicable

Names of principle shareholders

CD-1 SOLE PROPRIETORSHIP OR PARTNERSHIP

Date registered: In which province: Date of Expiry of Registration: General or Limited Partnership or Consortium:
CD-2 SOLE PROPRIETORSGIP OR PARTNERSHIP Sole Proprietor's Name: Partner's Name (if applicable): % interest:
CD-3 CORPORATION Date incorporated in Canada: Province of Incorporation: If federal Corporation, Province of registration: Is the company a subsidiary? Yes () No () If yes, is the parent company CANDIAN () FOREIGN ()
Name of principle officers:
President:
Vie President:
Secretary:
Treasurer:

CONTRACTOR'S STATEMENT OF EXPERIENCE

The Contractor shall demonstrate his/her experience in the work as detailed in the Statement of Work or in a related field by listing contracts that the firm has held or is holding. Describe specific similarities of work performed, e.g. cleaning and snow clearing services, etc.

DATE AND \$ VALUE OF THE CONTRACT	LOCATION	CLIENT AND INDIVIDUAL REFERENCE (note 1)	TYPE OF SERVICE (note 2) CONTRACTOR MUST IDENTIFY HOW EXPERIENCE RELATES TO ST. ANTHONY AIRPORT OPERATION

- Note 1: Include name of officer of each client firm who may be contacted by the Department of Transport to verify Contractor's experience and ability to perform.
- Note 2: Use Statement of Work titles to describe type of service. If additional pages are required, Contractor to attach.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:

- 1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND:
- 2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS **CANADA**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. The completed form must always be returned with your bid.

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW. TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED. SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

☐ COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT. OR - OU ☐ CERTIFICATE NUMBER IS LE NUMÉRO OFFICIEL DE L'ATTESTATION EST OR - OU PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW: LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

N

APPENDIX K PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI **AVIS IMPORTANT AUX SOUMISSIONNAIRES**

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

- 1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET
- 2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE **NATIONALE**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. Veuillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.

Veuillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. Le présent formulaire doit toujours être joint à votre soumission.

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

ederal Contractors Program	Page 1 of 8
AME AND ADDRESS OF ORGANIZATION OM ET ADRESSE DE L'ORGANISATION	
THIS ORGANIZATION IS SUBJECT TO THE EI VOTRE ORGANISATION EST ASSUJETTIE À I	MPLOYMENT EQUITY ACT. LA <u>LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI</u> .
THIS ORGANIZATION HAS FEWER THAN 100 VOTRE ORGANISATION COMPTE MOINS DE	DPERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES; 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
BID IS LESS THAN \$200,000; LA VALEUR DE LA SOUMISSION EST INFÉRI	IEURE À 200 000 \$;

FEDERAL CONTRACTORS PROGRAM INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$200,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contactors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

STEP 1: CERTIFICATION

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$200,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

STEP 2: IMPLEMENTATION

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards
 the achievement of employment equity through recruitment, hiring, training, and promotion of
 designated group members, and through the provision of reasonable accommodations to enable
 members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

STEP 3: COMPLIANCE REVIEW

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. The following summaries of each of the criteria are intended as brief points of reference. For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the Federal Contractors Program-Criteria for Implementation on the HRDC website at the following address:

http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

Criterion 3: Collection and Maintenance of Workforce Information

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;
- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits;
- demonstrating that new policies and procedures are practiced at all levels of the organization.

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

Criterion 7: Development of an Employment Equity Plan

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Criterion 9: Establishment of a Positive Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

OFFICIAL USE ONLY CERTIFICATE NO.

Human Resources Development Canada	Développement des ressources humaines Canada
Labour Branch	Direction générale du travail
Federal Contractors Program	Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

	-		1 3			
ORGANIZATION						
Legal Name of Organization		Parent company is located outside Canada				
Operating Name (if different)		☐ Yes ☐ No				
Type of Industry (sector, purpose, etc.)			Total no. employees in Canada			
HEAD OFFICE			(Full-Time/Part-Time)			
Address (street, building, etc.)		1 C:-		т	1 -	
Tradicis (street, buriding, etc.)		City		Province	Postal Code	
		Telephone		Fax		
EMPLOYMENT EQUITY CONTACT				1		
Name		Title				
Telephone	Email	1				
CERTIFICATION				·		
The above-named organization:						
having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.						
SIGNATORY						
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.						
Name (print)		Title				
Signature		Date	-			
RETURN INSTRUCTIONS						
IMPORTANT						
You must include the <i>signed original</i> of this form with your bid. You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.						

Criteria for Implementation

- 1. Communication of Employment Equity to Employees
- 2. Assignment of Senior Official to be Responsible for Employment Equity
- 3. Collection of Workforce Information
- 4. Workforce Analysis
- 5. Employment Systems Review
- 6. Establishment of Goals
- 7. Development of an Employment Equity Plan
- 8. Adoption of Positive Policies and Reasonable Accommodation
- 9. Establishment of a Positive Work Environment
- 10. Adoption of Monitoring Procedures
- 11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.

APPENDIX L

The following documents will be supplied as Appendix L during the mandatory site visit of the St. Anthony Airport on Tuesday October 22, 2013 at 2:00pm:

- 1. <u>Dimensions</u> First Floor, Second Floor and Transport Canada Trailer
- 2. <u>Air Terminal Building</u> First and Second Floor Plan Cleaning Requirements Drawing No. A172.A304.Z001
- 3. <u>Combined Services Building & Transport Canada Trailer</u> Building Floor Plans Cleaning Requirements Drawing No. A172.A304.Z002