



Transport Canada  
Atlantic Region

Transports Canada  
Région de l'Atlantique

Finance and  
Administration

Finances et  
administration

95 Foundry Street, 6<sup>th</sup> Floor  
Moncton, N.B. E1C 5H7

**Subject: Request for Proposal T2062-140044 - Janitorial and Snow Clearing Services for the Wabush Airport, Wabush Newfoundland and Labrador**

The Department of Transport has a requirement to establish a contract for the services that are described in the Statement of Work attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T2062-140044**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada  
Bid Receiving Unit  
95 Foundry Street, 6<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 5H7

Tenders must be received at the above noted address **no later than 15:00 hours, (3 p.m.) Moncton local time on Thursday December 11, 2014. It is the bidder's responsibility to deliver their tender prior to tender closing. Tenders received after 15:00 hours will not be accepted and will be returned to the sender unopened.**

Tenders submitted by Fax, E-mail or Internet will **not** be accepted.

Please **ensure** that the courier company delivers it **directly** to the above noted Tender Address no later than the time and date specified herein.

Questions with respect to the meaning or intent of the Tender documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Annette D'Amour, Senior Contracting Officer, Contracting Services, Transport Canada, fax: 506-851-7331, and must be received **before 12:00 on Friday December 5, 2014**. All answers will be in the form of a written Addendum to the Tender and will be posted for all prospective bidders.

A Mandatory site visit of the Wabush Airport will be held on Tuesday, November 18, 2014 (2:00 p.m. at the Wabush Airport, Newfoundland and Labrador). It is Mandatory that the Contractor, or a representative of the Contractor, visit the site and examine the scope of work and existing conditions. All prospective Bidders are required to become familiar with the site before tendering.

**Canada**

**The lowest or any proposal not necessarily accepted.**

Canada reserves the right to:

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

By submitting a proposal, the Bidder acknowledges Canada's rights under this section and waives any right or cause of action, against Canada by reason of Canada's failure to accept the proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

Yours truly



Annette D'Amour  
Transport Canada  
Senior Contracting Officer  
95 Foundry Street  
Moncton NB E1C 5H7  
Tel.:506-851-2995  
Fax:506-851-7331  
E-Mail: [annette.damour@tc.gc.ca](mailto:annette.damour@tc.gc.ca)

**Canada**

**CHECKLIST OF DOCUMENTS**

INVITATION TO TENDER	
OFFER OF SERVICES, INCLUDING ANNEX A COST BREAKDOWNS	APPENDIX "A"
STATEMENT OF WORK AND SELECTION CRITERIA	APPENDIX "B"
TERMS OF PAYMENT	APPENDIX "C"
GENERAL CONDITIONS	APPENDIX "D"
INSURANCE CONDITIONS	APPENDIX "E"
FLOOR PLANS	APPENDIX "F"
CONTRACT SECURITY REQUIREMENTS	APPENDIX "G"
INSTRUCTIONS TO TENDERS	APPENDIX "H"
REQUIREMENTS FOR SIGNATURE INCLUDING THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY	APPENDIX "I"
CONTRACTORS STATEMENT OF EXPERIENCE	APPENDIX "J"
SECURITY REQUIREMENTS CHECKLIST (SRCL)	APPENDIX "K"
SAMPLE FORM TO BE COMPLETED FOR SECURITY REQUIREMENTS	APPENDIX "L"

**TRANSPORT CANADA  
APPENDIX "A"  
OFFER OF SERVICES**

**OFFER FOR:** Janitorial and Snow Clearing Services for the Wabush Airport,  
in Wabush, Newfoundland and Labrador

**OFFER SUBMITTED BY:** \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Complete Address)

**GST Number** \_\_\_\_\_ **BIN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to supply all labour, materials, superintendence, tools, equipment and other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Statement of Work which are attached hereto as Appendix "B".
2. The Contractor agrees that he/she has informed himself/herself of the conditions relating to the services to be provided and has inspected and is thoroughly familiar with the Floor plans attached hereto as Appendix "F" and Statement of Work and all terms and conditions of the Contract documents.
3. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
  - (i) This Offer of Services form marked Appendix "A", attached hereto and entitled "Offer of Services";
  - (ii) The Contractor's Proposal, which when accepted by the Department shall become Appendix A-1;
  - (iii) Document marked Appendix "B", attached hereto and entitled "Statement of Work";
  - (iv) Document marked Appendix "C", attached hereto and entitled "Terms of Payment";
  - (v) Document marked Appendix "D", attached hereto and entitled "General Conditions";
  - (vi) Document marked Appendix "E", attached hereto and entitled "Insurance Conditions";
  - (vii) Document marked Appendix "F", attached hereto and entitled "Floor Plans";

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(viii) Document marked Appendix "G" attached here to and entitled "Contract Security Requirements";

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

**4. Period of Services**

The Contractor hereby undertakes to perform and complete with care, skill, diligence and efficiency, the work that is further described in the Statement of Work, for a one year period commencing at contract award for the period of 1 year, with an option to renew for two additional periods of one year each, which will be exercised at the sole discretion of Her Majesty, subject to the acceptance of this Offer by the Department.

The Contractor's resources are expected to be available within four weeks of acceptance of this Offer or as otherwise negotiated by the Departmental Representative.

**Option Year One**

It is understood that Option Year One is an option exercisable at the sole discretion of Her Majesty by way of formal contract amendment to the original contract. In the event that Her Majesty does not exercise the Option Year One, the contract shall be considered complete upon the expiration of the initial contract.

**Option Year Two**

It is understood that Option Year Two is an option exercisable at the sole discretion of Her Majesty by way of formal contract amendment to the original contract. In the event that Her Majesty does not exercise the Option Year Two, the contract shall be considered complete upon the expiration of the Option Year One.

**5. Tendered Prices**

The Contractor hereby offers to perform and complete the work for the following tendered rates and prices (the Contractor agrees to provide a cost breakdown in the Attached Annex A to support the tendered prices identified below):

**5.1 For the initial contract period (1<sup>st</sup> year):**

**Total Tendered All-Inclusive Price for the Initial Contract Period, as per Annex "A", Cost Breakdown:**

\$ \_\_\_\_\_ (GST / HST extra)

**5.2 For Option Year One (2<sup>nd</sup> year):**

**Total Tendered All-Inclusive Price for the First Option Year, as per Annex "A", Cost Breakdown:**

\$ \_\_\_\_\_ (GST / HST extra)

**5.3 For Option Year Two (3<sup>rd</sup> year):**

**Total Tendered All-Inclusive Price for the Second Option Year, as per Annex "A", Cost Breakdown:**

\$ \_\_\_\_\_ (GST / HST extra)

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**11. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)**

The tendered prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

**12. Appropriate Law**

Any contract awarded as a result of this Tender shall be governed by and construed in accordance with the laws in force in the Province of Newfoundland and Labrador, Canada.

**13. Addenda**

The following Addenda issued by the Department have been received by the Contractor and have been considered in his/her Tender Price.

ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____

**14. Tender Documents**

The Contractor, by completing and signing this Offer of Services, recognizes that the following documents form the Contractor's tender and that **tenders which do not contain the following documents will be considered incomplete and will be rejected.**

1. An Offer of Services and Annex A, Cost Breakdowns – One original completed and signed Appendix A with the attached Annex A;
2. Letter from Security or Guaranty Company, Bank or other Financial Institution regarding Contract Security Deposit (One copy);
3. Evidence from a reputable insurance company regarding the required insurance coverage (One copy);
4. Contractor's Statement of Experience marked Appendix "J" attached hereto and entitled "Contractor's Statement of Experience" (One copy);
5. Employment Equity Certificate marked as Appendix "L" attached hereto and entitled "Federal Contractors Program Certificate of Commitment to Implement Employment Equity (One copy);

**OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.**

**15. Selection of Successful Bidder**

The Contractor understands and agrees that the Contractor, who submits a **technically complete and responsive bid with the lowest Total Tendered Price** as shown in paragraph 5.4, herein may be awarded the contract.

**16. Bidder's Declaration**

- (a) The bidder declares that the bidder 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; and

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**5.4 TOTAL TENDERED PRICE (Total of 5.1, 5.2 and 5.3):**

\$ \_\_\_\_\_ (GST / HST extra)

The Contractor agrees that the prices and rates tendered above include and cover all customs, duties, royalties, handling, transportation, profit, overhead, administrative costs, facilities, and equipment and all other charges.

**6. Error in the Extension Prices**

In case of error in the extension of prices, the unit price shown in the Contractor's Cost Breakdowns attached hereto as Annex A shall govern. The total all-inclusive tendered price shall be the total resulting from the correct mathematical addition of individual fixed prices and unit price extensions shown in the Contractor's Cost Breakdown.

**7. Tender Validity Date**

7.1 The Contractor agrees that the prices quoted herein will remain firm for a period of sixty (60) days after the Tender Closing Date.

7.2 The Contractor understands and agrees that with the bid security submitted in accordance with the Instructions to Tenderers and Tender Security Requirements, Her Majesty shall be entitled to payment of any amounts that may be required to meet the costs of all loss and damage suffered by Her Majesty by reason of the Contractor's withdrawal of the Contractor's tender or the Contractor's failing or refusal to enter into an agreement in accordance with the terms of the Contractor's tender up to the value of the tender security.

**8. No Collaboration**

The Contractor warrants that there has been no implied collaboration, action in concert, arrangement, agreement, or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the tender hereby submitted, the preparation of such tender and the calculations and considerations on such tender was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this section alone, the Contractor shall be deemed to stand in a fiduciary relationship to Her Majesty.

**9. Acceptance of Tender**

The Contractor agrees that, in the event of acceptance of this Tender by the Minister, such acceptance shall effect a contract between the Contractor and the Minister and this Offer of Services and the Contractor's proposal shall collectively constitute the contract entered into between the Parties.

**10. Provincial Sales Tax (PST)**

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.





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**ANNEX "A" – Cost Breakdown**

- 1. PRICE BREAKDOWN FOR THE INITIAL CONTRACT PERIOD – 1<sup>ST</sup> YEAR**  
Bidders shall provide a breakdown of the Tendered Price quoted in Section 5.1 of this Offer of Services in accordance with the following requirements:

DESCRIPTION	UNIT OF MEASURE	RATE	QUANTITY	COST PER YEAR (Rate X Quantity)
Daily routine cleaning and snow clearing duties as per the frequencies listed in the Appendix G, Statement of Work	Weekly Cost	\$	52 Weeks	\$
Firm all inclusive price for all materials and supplies, including equipment cost (maintenance and repairs), Contractor's overhead, profit, uniforms and all other costs related to the cleaning and snow clearing services.	Weekly Cost	\$	52 Weeks	\$
Additional services to be provided on an "As and When Requested Basis" for additional cleaning and/or snow clearing services as required	Hour	\$	500 Hours (estimate)	\$
<b>TOTAL TENDERED PRICE FOR YEAR 1 (Section 5.1)</b>				<b>\$</b>

- 2. PRICE BREAKDOWN FOR THE FIRST OPTION YEAR CONTRACT PERIOD**  
Bidders shall provide a breakdown of the Tendered Price quoted in Section 5.2 of this Offer of Services in accordance with the following requirements:

DESCRIPTION	UNIT OF MEASURE	RATE	QUANTITY	COST PER YEAR (Rate X Quantity)
Daily routine cleaning and snow clearing duties as per the frequencies listed in the Appendix G, Statement of Work	Weekly Cost	\$	52 Weeks	\$
Firm all inclusive price for all materials and supplies, including equipment cost (maintenance and repairs), Contractor's overhead, profit, uniforms and all other costs related to the cleaning and snow clearing services.	Weekly Cost	\$	52 Weeks	\$
Additional services to be provided on an "As and When Requested Basis" for additional cleaning and/or snow clearing services as required	Hour	\$	500 Hours (estimate)	\$
<b>1<sup>st</sup> OPTION TO RENEW-TOTAL TENDERED PRICE FOR YEAR 2 (Section 5.2)</b>				<b>\$</b>

- 3. PRICE BREAKDOWN FOR THE SECOND OPTION YEAR CONTRACT PERIOD**  
Bidders shall provide a breakdown of the Tendered Price quoted in Section 5.3 of this Offer of Services in accordance with the following requirements:

DESCRIPTION	UNIT OF MEASURE	RATE	QUANTITY	COST PER YEAR (Rate X Quantity)
Daily routine cleaning and snow clearing duties as per the frequencies listed in the Appendix G, Statement of Work	Weekly Cost	\$	52 Weeks	\$
Firm all inclusive price for all materials and supplies, including equipment cost (maintenance and repairs), Contractor's overhead, profit, uniforms and all other costs related to the cleaning and snow clearing services.	Weekly Cost	\$	52 Weeks	\$
Additional services to be provided on an "As and When Requested Basis" for additional cleaning and/or snow clearing services as required	Hour	\$	500 Hours (estimate)	\$
<b>2<sup>nd</sup> OPTION TO RENEW-TOTAL TENDERED PRICE FOR YEAR 3 (Section 5.3)</b>				<b>\$</b>

Wabush Airport  
Cleaning & Snow Clearing Services

## 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 & Snow Clearing"** means that work, involving duties which must be performed on a daily, weekly, monthly or annual basis during normal operations and any other regular or miscellaneous cleaning on an "as and when required basis".

**"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. It also includes industrial areas, commercial and Transport Canada support facilities not on the airfield, but directly concerned with supporting Aviation activities.

**"Aerodrome"** means any area of land or water designed and constructed to accommodate the arrival, departure, movement or servicing of aircraft and includes any buildings, installations or equipment associated with the Aerodrome.

## 2. Scope of Work

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

## 3. Contract Period

The period of the contract is for one year from date of award with a possibility to renew for two additional period of one year each.

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.

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#### **4. Selection of Successful Bidder**

The Contractor understands and agrees that the Contractor, who submits a technically complete and responsive bid with the lowest Total Tendered Price as shown in paragraph 5.4, of the Appendix "A" Offer of Services, may be awarded the contract.

#### **5. Security Requirements**

**5.1** All employees must have or must be able to obtain a Reliability Check from Transport Canada Security Branch, in accordance with the Personnel Security Screening Standard (PSSS).

**5.1.1** Upon submission of a proposal, the Contractor will submit the following information and forms, on behalf of each proposed employee, to the Departmental Representative:

- .1 Employee name;
- .2 Social Insurance Number;
- .3 Language skills;
- .4 Experience;
- .5 Personnel Screening, Consent and Authorization Form;
- .6 Fingerprint Impressions

**5.2** 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.

#### **6. Contractor's Resources Requirements**

##### **6.1 Interviewing**

**6.1.1** The Contractor must agree to carry out a standardized structured interview for each applicant and to conduct a background investigation to confirm the integrity, claimed work experience, training and qualifications of the applicant.

**6.1.2** The Contractor will certify to the Departmental Representative that each accepted employee prior to his/her work assignment have met the above criteria.

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## **7. Training Requirements**

### **7.1 Security**

7.1.1 Upon award of contract, the contractor must meet with the Departmental Representative to discuss the requirements of these Terms of Reference and attend a security briefing meeting.

7.1.2 The Contractor will comply with all airport policies, procedure and regulations related to security and will instruct each employee, in his/her official language of choice, of such requirements and obtain their written acknowledgment of their understanding of such requirements.

### **7.2 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.

## **8. Cleaning and Snow Clearing Duties & Frequencies:**

### **8.1 Exterior of Air Terminal Building**

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Monitor - sidewalks, entrances, and other areas to ensure that they are free of paper and other debris/litter.	Daily as required
Sweep sidewalks, entrances, and other designated areas to ensure that they are clean and free from litter.	Daily as required
Wash Entrances - after washing, exterior finish shall present a clean surface, free from grime and soap or water streaks.	Daily as required
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.	Daily as required
Monitor around immediate areas of arrivals and departures for trash, cigarette butts, etc. and pick it up. Clean out ashtray outside departure doors daily as required.	Daily as required

**8.2 Entrances (Vestibules)**

Clean both sides of all glass doors, and glass partitions.	Daily
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Vacuum all entry walk-off mats using a wet/dry vacuum.	As Required
Dust mop all hard surface floors with treated dust mop.	Daily
Using a damp mop, mop entire hard surface area.	Daily
Wet mop entrances and remove excess water with a wet vacuum.	As Required
Mop up all stains and spills.	As Required
Wet/dry scrub Quarry Tile.	Daily
Clean all ceiling vents door frames, window frames and window sills	Every 3 months
Dust and damp wipe all light fixtures and all track ceiling.	Once per year
Dust all chair and table legs and rungs, base-boards, ledges, moldings, and other low reach areas.	weekly

**8.3 Passenger Ticketing Area**

Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Damp wipe all telephones with germicidal solution including ear and mouthpiece.	Daily

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Using a damp cloth, wash/dust all horizontal surfaces, chairs and cabinets.	Daily
Dust all reachable pictures, signs, etc.	As Required
Clean and polish all drinking fountains using germicidal solution and removing watermarks, scale and splashes on sides and on front.	Daily
Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.	Daily
Isolate area using stanchions, rope and wet floor signs.	As Required
Mop up all stains and spills.	As Required
Clean all show case glass.	Weekly
Dust mop all hard surface floors.	Daily
Damp mop with clean water those areas where heavy ice melting compounds have been tracked in.	Daily
Remove all chewing gum and like substances from all floors.	As Required
Damp mop floors.	Daily
Scrub floor using floor machine.	Minimum once per month
Clean all partition and door glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

#### 8.4 Public Areas Air Terminal Building

Pick up all litter and debris, empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Using a damp cloth, wash/dust all horizontal surfaces and all high reach areas.	Daily
Clean walls.	Every 6 months
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc.).	Daily

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Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Clean all partition and door glass.	Daily
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.	Daily
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Clean and polish all drinking fountains using germicidal solution, removing watermarks, scale and splashes on sides and on front.	Daily
Mop up all stains and spills.	As Required
Isolate area using stanchions, rope and wet floor signs.	As Required
Dust mop all hard surface floors.	Daily
Remove all chewing gum and like substances from hard surface floors.	As Required
Damp mop floors.	Daily
Scrub floors using floor machine.	Every 3 months
Damp mop all those areas not accessible to floor machine.	As Required
Clean baggage carousel.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.5 Security Screening Areas

Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Pick-up litter and debris and empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Clean all windows, partitions, and door glass.	Daily
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges, and stains.	Daily
Dust and damp wipe security screening equipment and surrounding area and underneath.	Daily
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc.).	Daily

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Dust mop all hard surface floors.	Daily
Remove all chewing gum and like substances from hard surface floors.	As Required
Damp mop floors.	Daily
Scrub floors using floor machine.	Every 3 months
Damp mop all those areas not accessible to floor machine.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.6 Rental Car Areas

Empty waste receptacles replace liners, if required and wipe any soiled containers.	Daily
Using a damp cloth, wash/dust all horizontal surfaces and all high reach areas.	Daily
Spot clean all partition and door glass.	Daily
Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.	Daily
Pick up all litter and debris.	Daily
Mop up all stains and spills.	As Required
Clean walls.	Every 6 months
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc.).	Daily
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Isolate area using stanchions, rope and wet floor signs.	As Required
Dust mop all hard surface floors.	Daily
Remove all chewing gum and like substances from hard surface floors.	As Required
Damp mop all floors.	Daily
Scrub floor using floor machine.	As Required
Clean all ceiling vents.	Every 3 months
Clean light fixtures and all track ceiling.	Once per year



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Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
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### 8.7 Washrooms

Pick up all litter and debris and empty washroom waste containers and replace liners.	Daily
Wash all trash containers using germicidal detergent.	Daily
Replenish all washroom supplies.	Daily
Using a damp cloth, wash/dust & disinfect all horizontal surfaces.	Daily
Using a germicidal solution, spot clean all stains and spills (including chewing gum).	Daily
Spot clean all architectural metals.	Daily
Using a germicidal solution, thoroughly clean all toilets and urinals inside and outside. Wipe and polish all chrome fixtures.	Daily
Using a germicidal solution, thoroughly clean all sinks including undersides and pipes. Wipe and polish all chrome fixtures.	Daily
Using a germicidal solution wipe walls and partitions around toilets, urinals and sinks.	Daily
Clean mirrors.	Daily
Remove graffiti using appropriate cleaner.	Daily
De-scale toilets and urinals using an organic non-acid type bowl cleaner.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp mop floor using a germicidal solution.	Daily
Scrub floors using floor machine.	Every 3 months
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Wash and sanitize all walls, interior of cubicles, and areas surrounding urinals.	Once per month
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.8 Stairs - Hard Surface

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Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.	Daily
Wash all handrails with germicidal solution and dry.	Daily
Pick up all litter and debris.	Daily
Sweep and Mop up all stains and spills.	As Required
Damp mop all stairs and landings.	Daily
Clean all soil scuffs and shoe marks from risers.	As Required
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.9 Boardroom

Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust all horizontal surfaces and high reach areas.	Daily
Clean Whiteboard on wall, dust pictures, clocks, etc.	Daily
Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.	Daily
Steam clean all carpet areas using hot water extraction method.	As Required
Using approved spotter, spot clean carpeted area, vacuum carpets.	As Required
Dust mop all hard surface floors with treated dust mop.	As Required
Using a damp mop, mop entire hard surface area.	As Required
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Clean TV and stand.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

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### 8.10 Offices, Corridors & Hallways - Carpet

Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Vacuum all carpeted traffic lane areas.	Daily
Steam clean all carpet areas using hot water extraction method.	As Required
Using approved spotter, spot clean-carpeted areas.	As Required
Clean all partition and glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust high and low areas (pictures, clocks, filing cabinets, desks, etc.).	As Required
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.11 Offices, Corridors & Hallways – Tile

Empty waste receptacles, replace liners and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Spot clean all walls, light switches and doors.	Daily
Strip, wash and wax floors.	As Required
Damp wipe all telephones with germicidal solution including ear and mouth piece.	Daily
Mop up all stains and spills.	As Required
Dust mop all hard surface floors with treated dust mop.	Daily

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Using a damp mop, mop entire hard surface area.	Daily
Using a high-speed machine, spray buff all hard surface areas.	As Required
Clean all partition and door glass.	As Required
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.12 Lunchrooms (Air Terminal Building & Combined Services Building)

Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Damp wipe all lunchroom tables.	Daily
Using a cloth dampened with germicidal solution, damp wipe all horizontal surfaces.	Daily
Using a germicidal solution, spot clean all vertical surfaces.	Daily
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.	Daily
Mop up all stains and spills.	As Required
Dust mop all hard surface floors with treated dust mop.	Daily
Using a damp mop, mop entire hard surface area.	Daily
Using a high-speed machine, spray buff all hard surface areas.	As Required
Clean all partition and glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Open electric range ovens; remove metal racks, clean off baked-on foods and grease by using spray oven cleaners. Clean off oven spray cleaner, damp cloth, replace racks.	Every 3 months
Using a germicidal solution, spot clean all vertical surfaces.	Daily
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.	Daily
Mop up all stains and spills.	As Required
Remove electrical range top elements and catch trays. Clean off baked-on foods, replace trays and elements. Procedure also	Every 3 months

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applies to counter top elements.	
Clean inside of microwave ovens and side moldings with damp cloth.	Daily
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.	Daily
Empty and damp wipe with disinfectant detergent waste receptacles.	Daily
Damp wipe exterior surface and refrigerator.	Daily
Using a germicidal solution, thoroughly clean all sinks, wipe and polish all chrome.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Clean and defrost refrigerator, by removing contents of shelves and drawers, wash interior with a light detergent solution.	Every 6 months
Clean all kitchen facilities.	As Required
Strip, wash and wax floors.	As Required

### 8.13 Electrical Equipment Areas

Check with person in charge for instructions before cleaning electrical equipment area.	As Required
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.14 Storage Areas

Empty all waste receptacles.	Daily
Using a damp cloth, wash/dust all horizontal surfaces.	As Required
Dust mop all hard surface floors with treated dust mop.	As Required
Mop up all stains and spills.	As Required
Using a damp mop, mop entire hard surface area.	As Required
Using a high speed machine, spray buff all hard surface areas.	As Required
Clean all ceiling vents.	Every 3 months

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Clean all light fixtures and all track ceiling.	Once per year
Clean walls, shelves, etc.	As Required
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.15 Baggage Handling Areas

Pick up all litter.	Daily
Vacuum, sweep and scrub all floors.	As Required
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 8.16 Elevator

Spot clean elevator walls, doors and frames.	Daily
Dust mop hard surface floors.	Daily
Pick up all litter and debris.	Daily
Mop up all stains and spills.	Daily
Strip, wash and wax floors.	Every 3 months
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Clean and polish all chrome/stainless steel features using appropriate cleaner	Weekly

### 8.17 Other Rooms Cleaning

Clean or sweep all areas shown on drawing as "Clean as required."

### 8.18 Flight Service Station (FSS) including Windows

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Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Vacuum all carpeted areas.	Daily
Steam clean all carpet areas using hot water extraction method.	As Required
Using approved spotter, spot clean-carpeted areas.	As Required
Clean all partition and glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust high and low areas (pictures, clocks, filing cabinets, desks, etc.).	As Required
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Wash FSS windows inside once a week minimum and outside when required.	As Required
Window shades to be dusted and cleaned.	Every 3 months

### 8.19 All Other Windows except Flight Service Station

Clean monthly or as required.

### 8.20 Combined Services Building

Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required

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Damp wipe all telephones with germicidal solution, including ear and mouth piece.	Daily
Clean all partition and door glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust high and low areas (pictures, clocks, filing cabinets, desks, etc.)	As Required
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Clean sink in garage.	Daily
Vacuum all carpeted areas.	As Required
Steam clean all carpet areas using hot water extraction method.	As Required
Using approved spotter, spot clean-carpeted areas.	As Required
Strip, wash and wax floors.	As Required
Mop up all stains and spills.	As Required
Dust mop all hard surface floors with treated dust mop.	Daily
Using a damp mop, mop entire hard surface area.	Daily
Using a high-speed machine, spray buff all hard surface areas.	As Required

### **9. 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:

**9.1** 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.

**9.2** 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.

### **10. Assignment**



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Cleaning and Snow Clearing Services are to be provided Monday through Sunday, between the hours of 6h00 to 23h00, per the frequencies listed in Sections 8 and 9 of the Cleaning and Snow clearing duties.

Time and schedule may increase/decrease according to air carrier scheduling, and as requested by the Departmental Representative.

## **11. Access to Buildings**

**11.1** The Airport Security Office 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.

**11.1.1** 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.

**11.2** 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.

**11.3** 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.

**11.4** Keys to buildings and offices will be issued to the supervisor individuals and must be left at the Security Desk at the end of each shift.

**11.5** Locked offices and storage areas are to be cleaned when scheduled or when required.

**11.6** Employees are not permitted to loiter in the building before or after work.

**11.7** Employees are to note that the entire Air Terminal Building and Combined Services Building are designated Non Smoking areas.

## **12. Contractor's Responsibilities**

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### **12.1 Building Security, Locking and Unlocking Doors, etc.**

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.

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

### **12.2 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 and Acceptance.

### **12.3 Employee Assignments**

The Contractor shall:

**12.3.1** 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;

**12.3.2** Instruct each employee to perform only the duties indicated in their assignments;

**12.3.3** 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.

**12.3.4** Move and replace furniture as required for the cleaning.

**12.3.5** Do not place chairs, wastepaper baskets, etc. on desks, tables or workbenches during cleaning operations.

**12.3.6** Ensure cleaning solutions do not seep under furniture legs, file cabinets or partitions.

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**12.3.7** Empty outside ashtrays or cigarette receptacles into separate metal containers and wipe clean with damp cloth. Leave contents in metal containers overnight soaking in water before disposing.

**12.3.8** 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.

## **12.4 Occupational Health & Safety**

**12.4.1** 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 submitted to the Departmental Representative prior to the start of any work on the Contract. No on-site work will be undertaken prior to the receipt and review of the safety plan from the Departmental Representative. This review does not ensure/imply approval of this plan. The Contractor is to be in good standing with the Workplace Health and Safety and Compensation Commission of Newfoundland and Labrador.

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**12.4.2** 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.

**12.4.3** The Contractor will observe, exercise, use caution, post signs and wear safety vests 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.

**12.4.4** 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.

**12.4.5** 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.

**12.4.6** 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.

**12.4.7** The use of gasoline, highly flammable solvents or cleaning materials is prohibited inside all the buildings, which are to be cleaned under this Contract.

**12.4.8** The Contractor will post and enforce "No Smoking" signs in all Cleaners' closets and eating area.

**12.4.9** The Contractor will prohibit the use of hotplates and other electric utensils in all Cleaners' closets.

**12.4.10** In accordance with the Canada Labour Code, employees shall wear a high visibility vest while performing exterior duties on groundside or airside.

## **12.5 Exclusive Use of Personnel**

**12.5.1** Employees assigned to cleaning and snow clearing duties on any shift shall complete all such duties required during the shift and

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shall not be withdrawn from such duties in such shift and assigned to any other part of the duty.

**12.5.2** 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.

## **12.6 Lost and Found**

The Contractor will immediately turn over any found article to the on-duty Security Personnel who will then hold it for claim or disposal as approved by the Departmental Representative.

## **12.7 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.

## **12.8 Information to Employees**

**12.8.1** The Contractor will post on a bulletin board, specially provided for employees, the following information:

- Employees' shift schedule;
- Employee assignments
- Employee uniform/identification requirements.
- Post Orders

**12.8.2** Copies of the above information are to be made available by the Contractor to the Departmental Representative, prior to posting.

## **12.9 Employee Uniforms**

**12.9.1** 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;

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- Neatness in dress;
- All personnel are to be clean and devoid of foul or offensive odors;
- Scent free workplace should be exercised.

**12.9.2** 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.

**12.9.3** 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.

**12.9.4** 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.

**12.9.5** 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.

## **12.10 Employee Parking**

**12.10.1** The Contractor will arrange for two (2) parking areas at a cost of \$60.00 per month each, payable by the Contractor with the appropriate Departmental Representative. Staff vehicles are to be parked in assigned parking spaces only.

**12.10.2** There is a \$30.00 monthly surcharge in effect for electrical plug-ins from November 01 - April 30 each year, subject to increase/decrease.

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**12.10.3** Parking permits for employee vehicles are available from Airport Manager's Office and must be visibly displayed in vehicle windshield.

**12.11 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.

**12.12 Identification Cards, Security Passes & Keys**

**12.12.1** 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.

**12.12.2** 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.

**12.12.3** The Contractor will protect and secure all keys entrusted to him/her and return them to the Departmental Representative on termination of the Contract.

**12.12.4** 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]

**12.12.4.1.** This is in addition and without prejudice to any other remedy the Departmental Representative may have under this Contract, the Contractor and the employee will be obligated to attend an interview with the local police or other

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

### **13. Materials, Equipment , Supplies & Storage – Contractor's Responsibility**

#### **13.1 General**

**13.1.1** 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.

**13.1.2** 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.

**13.1.3** Liquid supplies will be kept in metal or plastic containers, which the Cleaners will be able to carry to the actual place of application.

**13.1.4** 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.

#### **13.2 Materials & Equipment**

**13.2.1** 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.

**13.2.3** 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



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are purchased. This binder shall be made available for Transport Canada Representative upon request.

**13.2.4** The Contractor shall use only cleaning products and supplies that are Environmentally friendly and biodegradable.

**13.2.5** 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.

**13.2.6** 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.

**13.2.7** 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.

**13.2.8** 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.

**13.2.9** The Contractor shall supply or enter into contract with company to supply and maintain and refill touchless soap dispensers in all washrooms in the Air Terminal Building and Combined Services Building.

**13.2.10** The Contractor shall supply or enter into and maintain a contract with company to supply and maintain Feminine Hygiene Disposal Units for all female and general use washrooms in the Air Terminal Building. (total of 8 units will be required)

**13.2.11** The Contractor shall supply or enter into contract with company to replenish dispensers with tampons and feminine napkins in Air Terminal Building.

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### 13.3 Minimum Required Equipment for Cleaning

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

**13.3.1** One caddie bag service cart complete with brackets, minimum 180-litre capacity, dark colored, waterproof collection bag and pockets.

**13.3.2** One floor machine with 425-525 mm brush diameter, minimum 145 r.p.m. brush speed, complete with pad holding attachment plate similar to "3\_M Instalock", complete with accessories.

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

**13.3.4** Two carpet vacuums complete with accessories, 500 mm cleaning width, fully adjustable beater brush and non-marking bumpers.

### 13.4 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, complete with separate metal container for ashes.
- 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.

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- 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).

Rest room cleaning equipment and materials:

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

- Toilet paper and towels.
- Hand soap as per 13.2.9 above.
- 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.
- 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).
- 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.

Routine window care and materials:

- Window squeegee with extensions to 3 meters.

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- Window brush.
- Chamois.
- Spray container.
- Glass cleaner.
- Small 2 meters ladder.

### **13.5 Substitution of Materials and Equipment**

**13.5.1** No substitution of specified materials and equipment on the Contractor's part would be permitted without the prior written approval of the Departmental Representative.

**13.5.2** 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.

**13.5.3** 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.

### **13.6 Contractor's Material Storage & Office Space**

**13.6.1** 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.

**13.6.2** The Contractor will keep these areas neat and clean at all times in accordance with applicable fire regulations.

**13.6.3** Floor mops will be stored in a suspended position to allow for air circulation around the mop heads.

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**13.7 Garbage Storage**

**13.7.1** The Contractor will store litter awaiting garbage disposal in the areas approved by the Departmental Representative.

**13.7.2** The Contractor will contain dry garbage in plastic bags or steel cans with appropriate lids.

**13.7.3** The Contractor will keep area floors at the site free of litter at all times.

**14. Items Provided by "Her Majesty"****14.1 General**

"Her Majesty" will provide the following:

- One electric snow blower for walkway cleaning.
- Ice melter and sand for walkways.
- Shovels, scrappers, and brooms.

**14.2 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.

**14.3 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.

**15. 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. The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by Transport Canada.

**16. Employee Standards**

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

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### 17. Area Dimensions

In the category column, certain rooms have been indicated with "NIC". NIC, in this case means that is it not in contract. This should not be calculated in the cost.

#### 17.1 AIR TERMINAL BUILDING - 1<sup>st</sup> FLOOR

<u>ROOM #</u>	<u>ROOM DESCRIPTION</u>	<u>AREA (SQM)</u>	<u>CATEGORY</u>
101	Vestibules	23.70	-
102	Electrical Room	37.00	NIC
103	Landlines Room	9.80	NIC
104	Mechanical Room	61.47	NIC
105	Janitor's Room	2.60	-
106A	Budget Car Rental	9.45	-
106B	National Car Rental	9.45	-
107	Baggage Drop	94.05	-
108	Baggage Claim Area	285.00	-
109	Vestibule	10.53	-
110	Waiting room	262.80	-
111	Departure Lounge	169.74	-
112	Vestibule – Dep. Lounge	10.80	-
113	Ticketing Lobby	338.21	-
114	Pascan Aviation	12.98	-
114A	Vacant	6.40	-
115	Provincial Airlines Tickets	10.50	-
116	Provincial Airlines General Office	15.42	-
117	Provincial Airlines Corridor	8.20	-
118	Provincial Airlines Baggage & Freight	47.14	-
118A	Pascan Baggage & Freight	57.75	-
119	Corridor	11.40	-
120	Emergency Coordination Centre	18.90	-
121	Machine Room	5.50	-
122	Lobby	19.02	-
124	Jazz Air Inc. Tickets	19.66	-
125	Jazz Air Inc. General Office	23.84	-
126	Jazz Air Inc Supervisor Office	20.89	-
126A	Air Liaison Ticket Counter	12.07	-

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Cleaning & Snow Clearing Services

127	Provincial Airlines Baggage/Freight	34.82	-
127A	Provincial Airlines Cargo Office	6.27	-
127B	Provincial Airlines Cargo Pick-up	16.25	-
128	Shell Oil	15.04	-
128A	Jazz Air Inc Lunch Room	11.34	-
129	Corridor	10.12	-
129A	Corridor	5.07	-
130	Storage	6.30	-
131	Men's Washroom	6.80	-
132	Jazz Air Inc. Baggage & Freight	88.0	-
133	CATSA Office	16.40	-
134	CATSA Lunchroom	15.00	-
135	Security Office	16.50	-
136	Lobby	9.80	-
137	Vestibule	4.70	-
138	Security Office / Lunch Room	16.50	-
139	Provincial Airline Office	25.00	-
140	Pascan Office	13.80	-
141	Vestibule	30.10	-
142	Vestibule	5.50	-
143	Storage Room	3.82	-
144	Provincial Airline Office	9.58	-
145	Vestibule	8.10	-
146	CATSA Search Area	4.50	-
147	Foyer	5.90	-
148	Vestibule	5.50	-
149	Vestibule	4.30	-
150	Men's Washroom	32.80	-
151	Women's Washroom	25.00	-
152	Janitor	4.50	-
153	Restaurant	106.40	NIC
154	Kitchen	22.25	NIC
155	Janitor Restaurant	2.20	NIC
156	Washroom	3.60	NIC
157	Hallway	8.50	NIC
158	Garbage Room	3.24	NIC
159	Vestibule	2.40	NIC
160	Storage	17.50	-
161	Pilot Lounge (Cliff's)	42.75	-
161A	Display Case	U/N	-

Wabush Airport  
Cleaning & Snow Clearing Services

162	Board Room	34.60	-
163	Vacant Corridor	11.13	-
E001	Elevator	U/N	-
S001	Stairway # 1	25.50	-
S002	Stairway #2	5.04	-

### 17.2 AIR TERMINAL BUILDING – 2<sup>nd</sup> FLOOR

201	Flight Service Station	74.76	-
202	Lunch Room	28.30	-
203	Washroom	6.20	-
204	Washroom	3.59	-
205	NavCanada Office	13.87	-
206	Sup. Airport Operations Office	10.83	-
207	Sup. Airport Operations Office	12.25	-
208	Manager Resource Management's Office	17.53	-
209	Corridor	8.14	-
210	APM Stockroom	5.40	-
211	Airport Manager's Office	14.30	-
212	NavCanada Stockroom	11.60	-
213	Workshop	37.60	-
214	Equipment Room	56.53	-
216	Lobby	11.07	-
217	Corridor	34.40	-
218	Janitor/Storage	5.07	-
219	Mechanical Room	86.40	-
220	Helium Room	5.50	-
222	General Office	33.40	-
S001	Stairway # 1	4.80	-
S002	Stairway # 2	4.95	-

### 17.3 COMBINED SERVICES BUILDING -1<sup>st</sup> FLOOR

100	Urea Storage	50.40	NIC
101	Sand Storage	60.48	NIC
102	Maintenance Garage	587.82	NIC
103	Vestibule	2.90	-
104	Field Maintenance Office	13.90	-
105	Battery Room	7.40	NIC
106	Corridor	17.40	-



Wabush Airport  
Cleaning & Snow Clearing Services

108	Washroom	8.40	-
109	Lunch Room	24.19	-
110	Tool & Parts Storage	22.20	NIC
111	Oil Storage	14.00	NIC
112	Field Tools Storage	11.80	NIC
113	Trades Workshop	56.84	NIC
113A	Storage Area	9.54	NIC
114	Janitor	7.95	-
115	Boiler Room	132.13	NIC
115A	Vacant Office	19.47	-
116	Tank Storage Room	61.70	NIC
117	EPU Room	48.70	NIC
118	Switch Gear Room	49.70	NIC
119	Regulator Room	39.56	NIC
120	Vestibule	3.00	NIC
121	Alarm Room	14.38	NIC-
122	Fire Chief Office	12.35	NIC
123	Fire Truck, Equip. Storage Area	162.00	NIC
124	Storage Room	13.96	NIC
125	Locker Room	10.00	NIC
126	Corridor	16.21	NIC-
127	Workshop	18.55	NIC
128	Vestibule	3.00	NIC-
129	Kitchen	37.21	NIC-
130	Washroom	9.85	NIC-
131	Dorm. & Training Room	36.04	NIC-

#### 17.4 COMBINED SERVICES BUILDING – 2<sup>nd</sup> FLOOR

201	Foam & Dry Chemical Storage Area (Mezzanine)	166.86	NIC
202	Mezzanine Storage	255.57	NIC
203	Building Maintenance Office	132.30	-

#### 18. Reporting of Needed Repairs

The Contractor will promptly notify the Departmental Representative of any repairs required to buildings, fixtures and appurtenances.

#### 19. Damage to the Buildings and Contents

Wabush Airport  
Cleaning & Snow Clearing Services

**19.1** The Contractor is to ensure that all products are compatible with the surface on which they are used.

**19.2** 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.

**19.3** 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.

**19.4** The Contractor shall carry proper Insurance for the duration of this contract as indicated in the "Insurance Conditions".

## **20. Contacts**

### **20.1 Departmental Representative**

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 Departmental Contracting Authority**

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.

Annette D'Amour  
Senior Contracting Officer  
Transport Canada  
P.O. Box 42, 95 Foundry Street  
Moncton, NB E1C 8K6  
Telephone: 506-851-2995  
Fax: 506-851-7331

## TERMS OF PAYMENT

### 1. BASIS OF PAYMENT

Payment for services rendered will be based on the all-inclusive weekly cost, and where applicable an hourly rate for additional work required on an "as and when requested basis", as 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 to the Departmental Representative or his representative, certifying that the work is completed in accordance to the contract, and for each invoice, the Contractor shall:

- Quote the Contract/File Number **T2062-140044**
- Indicate the Contractor's GST/HST Registration Number
- Indicate the period for which the services were rendered
- Indicate the total number of hours worked.
- 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.

6. **STATUTORY DECLARATION**

The Contractor, upon delivery of all payment invoices, declares to the fact that, as at the date of the payment invoice, all his lawful obligations to workmen, suppliers and others in respect to the services in the contract are fully discharged.

7. **PROVINCIAL SALES TAX**

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which that the taxable goods and services are delivered to federal government departments and agencies under authority of the following provincial sales tax license(s):

Newfoundland	32243-0-09
Prince Edward Island	OP-10000-250
Nova Scotia	U84-00-03172-3
Ontario	11708174G
Manitoba	390-516-0
British Columbia	005521

The contractor is not relieved of any obligation to pay provincial sales tax on goods or taxable services used or consumed in the performance of this contract.

8. **FEDERAL GOODS AND SERVICES TAX (GST) AND HARMONIZED SALES TAX (HST)**

Any amount to be levied against Her Majesty in respect of the GST or HST is to be shown separately on all invoices for goods supplied or services provided for payment by the Government of Canada. The Contractor agrees to remit any GST/ HST paid or due to Revenue Canada.

9. **ADDITIONAL WORK, if Required**

In the event that the Minister requests the Contractor to proceed with additional work **Authorization to proceed with the additional work will be provided by a formal contract amendment.**

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.

GENERAL CONDITIONS  
PROFESSIONAL SERVICES

## 1. Interpretation

In the Purchase Order,

- 1.1. "Amendment" means "Revision";
- 1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;
- 1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;
- 1.4. "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;
- 1.5. "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.
- 1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.7. "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;
- 1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;
- 1.9. "prototypes" includes models, patterns and samples;
- 1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;
- 1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

## 2. Priority of Documents

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. Successors and Assigns

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.

## 4. Assignment, Subcontracting and Novation

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
  - 4.2. 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.
  - 4.3. 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.
  - 4.4. 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.
5. Time of the Essence
- 5.1. Time is of the essence of the Contract.
  - 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
  - 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
  - 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
  - 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.
6. Indemnification
- 6.1. 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.

- 6.2. 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.
- 6.3. 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.

## 7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

## 8. Termination or Suspension

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.
- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

## 9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

- 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.
10. Records to be kept by Contractor
- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.
11. Ownership of Intellectual and Other Property including Copyright



- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Transport

11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

12. Conflict of Interest and Post-Employment Measures

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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*.

13. Contractor Status

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.

14. Warranty by Contractor

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

## 15. Member of House of Commons

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.

## 16. Amendments

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

## 17. Entire Agreement

The 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.

## 18. Payment by the Minister

18.1. Applicable when the Terms of Payment specify PROGRESS payments.

18.1.1. Payment by the Minister to the Contractor for the work will be made:

18.1.1.1. 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

18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

18.1.2. If the Minister has any objection to the form of the 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 Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

18.2. Applicable when the Terms of Payment specify payment on COMPLETION.

18.2.1. Payment by the Minister to the Contractor for the work will be made within:

18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract,

whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an 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 Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "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,

19.1.2. "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,

19.1.3. 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

19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

19.2. 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.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. Schedule and Location of Work

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

## 21. No Other Benefits

- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

## 22. Applications, Reports, Payments by Contractor and Applicable Legislation

- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

## 23. Minister's Responsibilities

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

## 24. Certification - Contingency Fees, Criminal Code, Public Disclosure

- 24.1. 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;
- 24.2. 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;
- 24.3. 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;
- 24.4. 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
- 24.5. 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.

24.6. In this Article:

24.6.1. "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.

**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.**



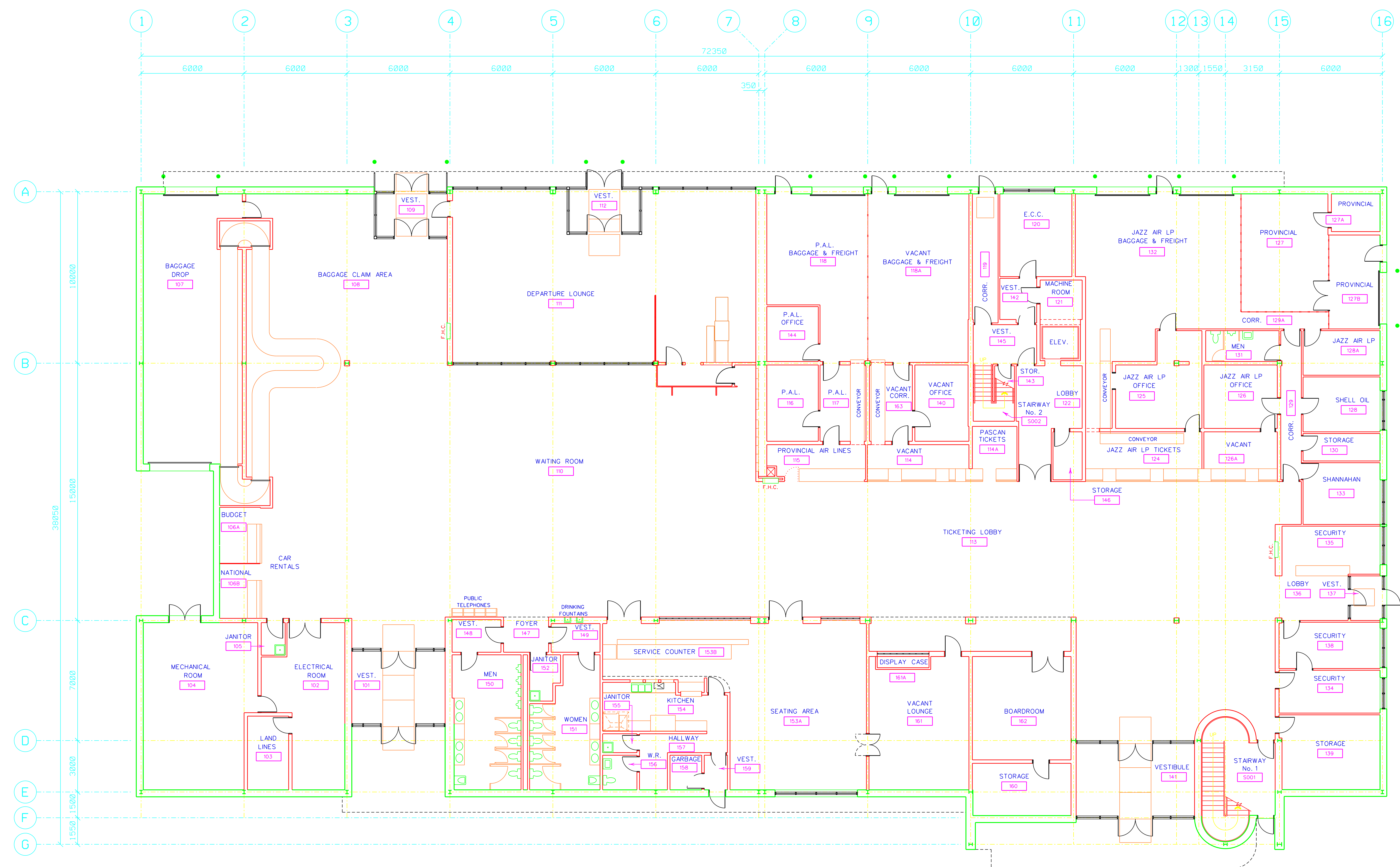
## **APPENDIX « F »**

### **FLOOR PLANS**

**(Original copies to be supplied, upon request, during site visit)**

Professional & Technical Services

ATLANTIC REGION MONCTON, N.B.



7	HTL	11.06	REVISED AIRLINES ROOM NAMES & NUMBERS	
6	HTL	07.03	REVISED RENT-A-CAR ROOM NAMES & NUMBERS	
5	HTL	02.01	REVISED ROOM NAMES	
4	H.K.	00.06	REVISED TO DATE	
3	H.K.	98.11.04	REVISED TO DATE	
2	H/AB	94.10.04	REVISED TO DATE	
1	C/JW	93.09.16	REVISED TO DATE	
no.	by	date	revision	approved

Linear Measurements:  
 Millimeters are shown as a whole number,  
 metres are shown with a decimal.

**NOTE:**  
**FOR REFERENCE ONLY**  
 This document is archived data.  
 Information is current only to the  
 date indicated in the title block.

scale 1:100

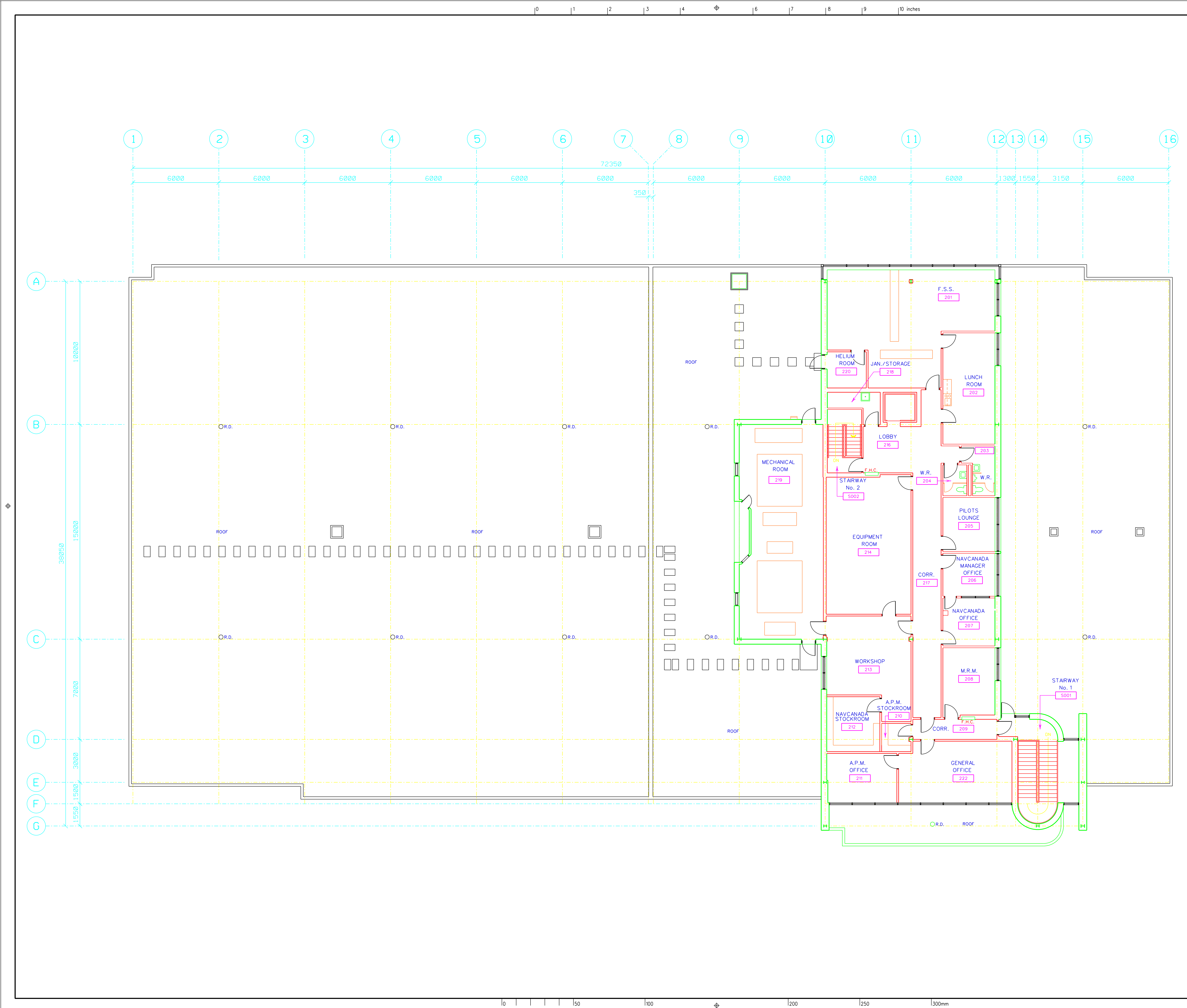
WABUSH AIRPORT, LAB.  
 AIR TERMINAL BUILDING  
 FIRST FLOOR PLAN

drawn C/JCW designed reviewed

approved for regional director of professional & technical services

contract no. date 1993-09-16 sheet 1 OF 2

drawing number A195 • A904 • A001



- 3 HTL JUL 03 REVISED ROOM NAMES
- 2 H/AB94.10.04 REVISED TO DATE
- 1 C/JW93.09.16 REVISED TO DATE

Linear Measurements:  
 Millimeters are shown as a whole number.  
 metres are shown with a decimal.

**NOTE:**  
**FOR REFERENCE ONLY**  
 This document is archived data.  
 Information is current only to the  
 date indicated in the title block.

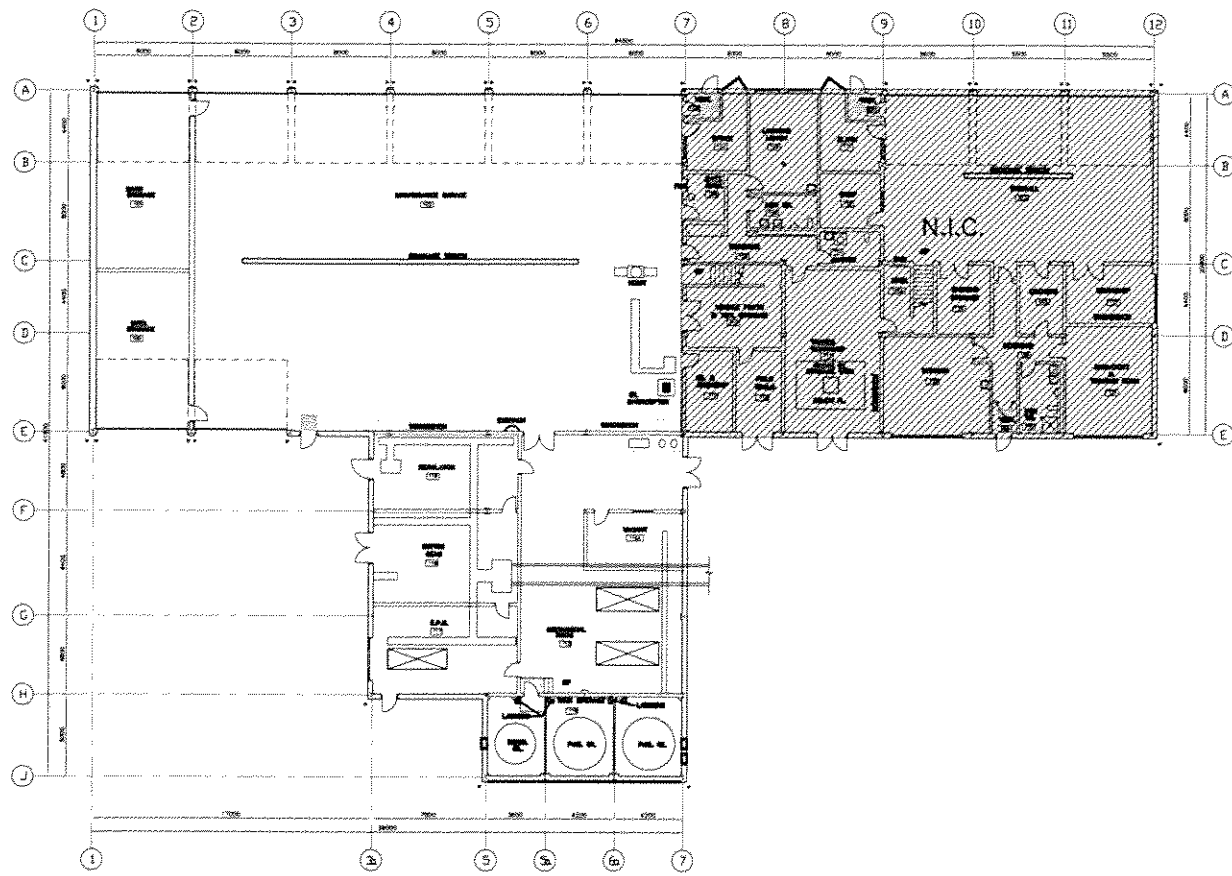
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WABUSH AIRPORT, LAB.

AIR TERMINAL BUILDING

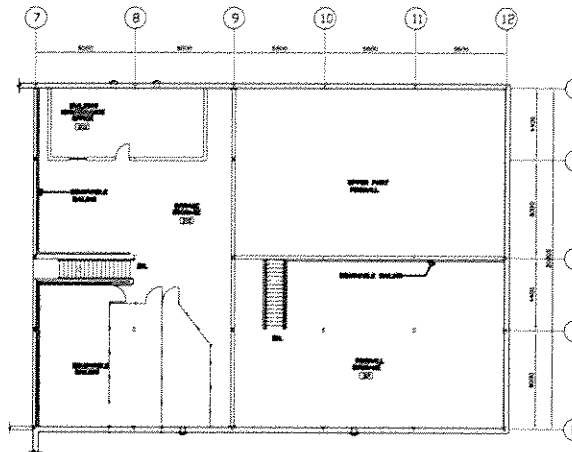
SECOND FLOOR PLAN

drawn	C/JCW	designed	reviewed
approved	for regional director of professional & technical services		
contract no.	date	1993-09-16	sheet 2 OF 2
drawing number	A195 • A904 • A002		



FLOOR PLAN - LEVEL 1

SCALE: 1:200



PARTIAL FLOOR PLAN - LEVEL 2

SCALE: 1:200

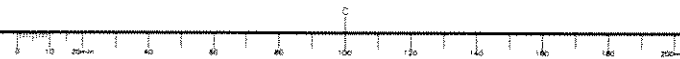


0	
revisions	date

COMBINED SERVICES  
BUILDING  
WABUSH AIRPORT  
LABRADOR

CLEANING AREA  
REQUIREMENTS

designed	
date	
drawn	
date	
approved	
date	
Tender	
project number	
drawing no	



**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.

- 2.3.4. for the purposes of Article 2.2.2
- 2.3.4.1. a standby letter of credit (hereinafter referred to as "letter of credit") means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of the Crown, as the beneficiary, or is to accept and pay bills of exchange drawn by the Crown, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the terms and conditions of the letter of credit are complied with, and
- 2.3.4.2. an irrevocable letter of credit which is issued by a financial institution (the "Issuer") that is not a member of the Canadian Payments Association is acceptable provided it is confirmed by a financial institution (the "Confirmer") that is a member of the Canadian Payments Association and is otherwise in compliance with the requirements set out in these Contract Security Requirements, and
- 2.3.4.3. letters of credit must follow the practices of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision in force since January 1, 1994, known as ICC Publication N° 500.
- 2.3.5. a letter of credit referred to in Article 2.2.2 shall:
- 2.3.5.1. clearly specify that it is irrevocable or is deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication N° 500;
- 2.3.5.2. state the face amount which may be drawn against it;
- 2.3.5.3. state its expiry date. The letter of credit shall remain in effect until final acceptance of the work by the departmental representative;
- 2.3.5.4. provide for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized contracting authority identified in the letter of credit by his/her position title;
- 2.3.5.5. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- 2.3.5.6. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication N° 500.
- 2.3.6. a letter of credit referred to in Article 2.2.2 may be issued or confirmed in either official language and shall be on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 2.4. Where the contract security deposit is in the form of a bill of exchange, Her Majesty will pay interest annually to the Vendor, at a rate established from time to time pursuant to Section 21 (2) of the *Financial Administration Act*. Interest will be paid from the date the cheque is deposited in the Consolidated Revenue Fund.

- 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.

## INSTRUCTIONS TO TENDERERS

## 1. DEFINITIONS

In the Invitation to Tender

- 1.1. "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,
- 1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

## 2. TENDER CLOSING

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

## 3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. 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.
- 3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

## 4. OFFICIAL TENDER FORMAT

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

## 5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

## 6. 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.

## 7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".



- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

## 8. CONTRACT SECURITY

- 8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the 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.

## 9. INSURANCE

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

**CONTRACTS AND OTHER LEGAL DOCUMENTS  
(COMMON-LAW PROVINCES)**

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b> (two or more partners)	(1) (name), (occupation), (address) of each acting partner carrying on the partnership business.  (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.	By one or more partners duly authorized to sign on behalf of partnership.
<b>SOLE PROPRIETORSHIP</b> (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name.  (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.  By the sole proprietor under the trade name: ex. X reg. By: _____ (X's signature)
<b>MUNICIPALITY</b>	(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.

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:

- BID IS LESS THAN \$200,000;  
 LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;  
 VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.  
 VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI

NAME AND ADDRESS OF ORGANIZATION  
NOM ET ADRESSE DE L'ORGANISATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Veillez 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.

## 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 contractors 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-otca.hrhc-drhc.gc.ca/workplace\\_equity/fcp/criteria/](http://info.load-otca.hrhc-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; and
- 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.



Human Resources      Développement des ressources  
Development Canada    humaines Canada

Labour Branch        Direction générale du travail

Federal Contractors    Programme de contrats fédéraux  
Program

OFFICIAL USE ONLY CERTIFICATE NO.

### Certificate of Commitment to Implement Employment Equity

<b>ORGANIZATION</b>			
Legal Name of Organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time)   ►	
<b>HEAD OFFICE</b>			
Address (street, building, etc.)		City	Province
		Telephone	Postal Code
		Fax	
<b>EMPLOYMENT EQUITY CONTACT</b>			
Name		Title	
Telephone	Email		
<b>CERTIFICATION</b>			
The above-named organization:			
having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b> 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.			
<b>SIGNATORY</b>			
<b>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.</b>			
Name (print)		Title	
Signature		Date	
<b>RETURN INSTRUCTIONS</b>			
<b>IMPORTANT</b>			
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 "J"**

**CONTRACTOR'S STATEMENT OF EXPERIENCE**

The Contractor shall demonstrate his/her experience in the work as detailed in the Terms of Reference or in a related field by listing contracts that the firm has held or is holding. Describe specific similarities of work performed, e.g. security duties, cleaning, snow removal, etc.

<b>DATE AND \$ VALUE OF THE CONTRACT</b>	<b>LOCATION</b>	<b>CLIENT AND INDIVIDUAL REFERENCE (note 1)</b>	<b>TYPE OF SERVICE (note 2) CONTRACTOR MUST IDENTIFY HOW EXPERIENCE RELATES TO WABUSH OPERATION</b>

**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.

## **APPENDIX “K”**

# **Security Requirements Checklist**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

T2062-140044

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



Contract Number / Numéro du contrat <b>T2062-140044</b>
Security Classification / Classification de sécurité

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

8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9 Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel.  
Document Number / Numéro du document.

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

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

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

Special comments / Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

10 b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDES (SUPPLIÉ) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11 a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11 b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11 c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

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

11 d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11 e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat <b>T2062-140044</b>
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer pour chaque catégorie les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégories	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Renseignements / Biens / Production																
IT Media / Support IT / IT Link / Bien électronique																

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>T2062-140044</b>
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <b>Jaine Leiva</b>		Title - Titre <b>Airport Manager, Wabush Airport, NL</b>	Signature 
Telephone No. - N° de téléphone <b>709-282-5412</b>	Facsimile No. - N° de télécopieur <b>709-282-3929</b>	E-mail address - Adresse courriel <b>jaine.leiva@tc.gc.ca</b>	Date <b>Aug 8, 2014</b>
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <b>Eric Delage</b>		Title - Titre <b>Deputy DSO</b>	Signature 
Telephone No. - N° de téléphone <b>613-998-3695</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>eric.delage@tc.gc.ca</b>	Date <b>2014-08-30</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) <b>Annette D'Amour</b>		Title - Titre <b>Senior Procurement Officer</b>	Signature 
Telephone No. - N° de téléphone <b>506-851-2995</b>	Facsimile No. - N° de télécopieur <b>506-851-7331</b>	E-mail address - Adresse courriel <b>annette.damour@tc.gc.ca</b>	Date <b>Aug 7, 2014</b>
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



## **APPENDIX “L”**

SAMPLE FORM TO BE COMPLETED FOR SECURITY  
REQUIREMENTS



**PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM**

OFFICE USE ONLY		
Reference number	Department/Organization number	File number

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions. Please typewrite or print in block letters.

**A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)**

New   
  Update   
  Upgrade   
  Transfer   
  Supplemental   
  Re-activation

The requested level of reliability/security check(s)

Reliability Status   
  Level I (CONFIDENTIAL)   
  Level II (SECRET)   
  Level III (TOP SECRET)

Other \_\_\_\_\_

**PARTICULARS OF APPOINTMENT/ASSIGNMENT/CONTRACT**

Indeterminate   
  Term   
  Contract   
  Industry   
  Other (specify secondment, assignment, etc.) \_\_\_\_\_

Justification for security screening requirement

Position/Competition/Contract number	Title	Group/Level (Rank if applicable)	
Employee ID number/PRI/Rank and Service number (if applicable)	If term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number ( )	Facsimile number ( )

**B BIOGRAPHICAL INFORMATION (To be completed by the applicant)**

Surname (Last name)	Full given names (no initials) underline or circle usual name used	Family name at birth
All other names used (i.e. Nickname)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y   M   D
	Country of birth	Date of entry into Canada if born outside Canada Y   M   D

**RESIDENCE (provide addresses for the last five years, starting with the most current)**

Home address

Daytime telephone number ( )

E-mail address

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y   M	To present
	City		Province or state	Postal code	Country	Telephone number ( )

2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y   M	To Y   M
	City		Province or state	Postal code	Country	Telephone number ( )

Have you previously completed a Government of Canada security screening form?  Yes  No

If yes, give name of employer, level and year of screening. Y

**CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA (see instructions)**

Have you ever been convicted of a criminal offence for which you have not been granted a pardon?  Yes  No

If yes, give details. (charge(s), name of police force, city, province/state, country and date of conviction)

Charge(s)	Name of police force	City
Province/State	Country	Date of conviction Y   M   D





PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

Surname and full given names		Date of birth		
		Y	M	D

**C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Departmental/Agency/Organizational Official)**

Checks Required (See Instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				( )
2. <input type="checkbox"/> Criminal record check				( )
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				( )
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				( )

**The Privacy Act Statement**  
 The information on this form is required for the purpose of providing a security screening 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 will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, 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 accordance 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, security clearance or site access, all of which may lead to a re-assessment of the applicable type 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 discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defence PIB DND/PPE 834 (Personnel Security Investigation File), RCMP PIB CMP PPU 065 (Security/Reliability 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 is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for its subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, to the authorized security official.

\_\_\_\_\_  
Signature Date (Y/M/D)

**D REVIEW (To be completed by the authorized Departmental/Agency/Organizational Official responsible for ensuring the completion of sections A, B and C)**

Name and title	Telephone number
Address	Facsimile number

**E APPROVAL (To be completed by authorized Departmental/Agency/Organizational Security Official only)**

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status       Not approved

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature Date (Y/M/D)

PHOTO  
 (for Level III T.S.,  
 and/or upon request  
 - see instructions)

Security Clearance (if applicable)

Level I       Level II       Level III       Not recommended

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature Date (Y/M/D)

Comments

\_\_\_\_\_  
Signature Date (Y/M/D)



## INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

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 N.F.L.D., 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.