TRANSPORT CANADA

APPENDIX "A" OFFER OF SERVICES

OFFER FOR: Janitorial and Snow Clearing Services for the St. Anthony Airport, Newfoundland and Labrador

OFFER SUBMITTED BY:		
	(Name of Company)	
	(Complete Address)	
GST Number	PBN Number	
Telephone Number:		
For Number		
Contact Parson:		
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 furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Appendix "B".
- 2. 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 form marked Appendix "A", attached hereto and entitled "Offer of Services";
 - (ii) Document marked Appendix "B", attached hereto and entitled "Statement of Work";
 - (iii) Document marked Appendix "C", attached hereto and entitled "General Conditions";
 - (iv) Document marked Appendix "D", attached hereto and entitled "Terms of Payment";
 - (v) Document marked Appendix "E", attached hereto and entitled "Insurance Conditions";
 - (vi) Document marked Appendix "F" attached hereto and entitled "Floor Plans";
 - (vii) Document marked Appendix "G" attached hereto and entitled "Holdback Additonal Terms of Payment".

3. Period of Services

The Contractor hereby offers to perform the work commencing on contract award, on or about **March 1, 2018** and terminating on **March 31, 2019**, with an option to extend the period of services for two additional periods of one year each, as follows:

First Option Year: April 1, 2019 to March 31, 2020 Second Option Year: April 1, 2020 to March 31, 2021

Any contract concluded as a result of the acceptance of this offer will be awarded for the period March 1, 2018 to March 31, 2019. The option to extend the period of services for each

(GST/HST extra)

additional year will be exercised at the sole discretion of the Minister by way of formal contract amendments to the original contract.

4. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs. The all-inclusive fixed prices/rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials.

Information with respect to Provincial Sales Tax and Federal Sales Tax/Harmonized Sales Tax is provided in Articles 4.5 and 4.6.

<u>Bidders are not to make changes to the format or quantities in this Section as this may render</u> their costing information inadmissible.

шсп	costing information machinesistic.	
4.1	Initial Contract Period: March 1, 2018 to March 31, 2019 (56 weeks)	
	For the provision of Janitorial and Snow Clearing Services, total tendered all-inclusive price for the initial contract period, as per the Annex "A", Price Breakdown	\$(GST/HST extra)
4.2	Option Years	
	.1 First Option Year: April 1, 2019 to March 31, 2020 (52 weeks)	
	For the provision of Janitorial and Snow Clearing Services, total tendered all-inclusive price for the 1st option to renew period, as per the Annex "A", Price Breakdown	\$(GST/HST extra)
	.2 Second Option Year: April 1, 2020 to March 31, 2021 (52 weeks)	
	For the provision of Janitorial and Snow Clearing Services, total tendered all-inclusive price for the 2 nd option to renew period, as per the Annex "A", Price Breakdown	\$(GST/HST extra)
	.3 Maximum Tendered Price for Two Option Years: (Total 4.2.1 and 4.2.2)	\$(GST/HST extra)
4.3	Optional Modifications	
	In the event that the Minister requests the successful contractor to proceed with the optional modifications or changes to the requirements of the attached Appendix "B" Statement of Work, payment for the additional work will be subject to negotiation based on the per rates quoted in Annex A, of this Offer of Services. Authorization to proceed with the additional work will be provided by way of a formal contract amendment."	
1.4	Total Maximum Tendered Price (Total 4.1 and 4.2):	\$

4.5 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.

(Article 4.3 excluded)

4.6 Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

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

(Signature of Witness)

5. Payment Schedule

The Department reserves the right to negotiate an acceptable payment schedule prior to the award of any contract concluded as a result of the acceptance of this offer.

6. Appropriate Law

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

7. Tender Validity

The Contractor agrees that this Offer of Services will remain firm for a period of 60 calendar days after the proposal closing date.

8. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **two** (2) copies to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.
- (b) Two (2) copies of this Offer of Services, duly completed and signed.
- (c) One (1) copy of the completed Appendix J Contractor's Statement of Experience

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

9. Bidder's Declaration

The bidder is reminded of the following condition: Declaration of Convicted Offences. Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must send the completed Bidder's Declaration Form referenced in Annex "C" to Public Works Government Services Canada (PWGSC).

10. Signatures

Per

Request for Proposal documents.	ice with the requirements s	pecified in the
SIGNED, SEALED AND DELIVERED this In the presence of	day of	, 201_
PerNAME OF COMPANY		
Per(Signing Officer and Position)	(Signat	ure of Witness)

(Signing Officer and Position)

ANNEX "A" – Price Breakdown Janitorial and Snow Clearing Services for the St. Anthony Airport Newfoundland and Labrador

1. Price breakdown for the initial contract period (March 1, 2018 to March 31, 2019)

Bidders shall provide a breakdown of the Fixed Price quoted in Article 4.1 of this Offer of Services in accordance with the following requirements:

DESCRIPTION	UNIT OF MEASURE	RATE	QUANTITY	COST PER YEAR
	WEASCRE			(Rate X Quantity)
Daily routine cleaning and snow clearing duties				
as per the frequencies listed in the Appendix G,	Weekly			
Statement of Work	Cost	\$	56 Weeks	\$
Firm all inclusive price for all materials and				
supplies, including equipment cost (maintenance				
and repairs), Contractor's overhead, profit,	Weekly			
uniforms and all other costs related to the	Cost			
cleaning and snow clearing services.		\$	56 Weeks	\$
Weekly garbage/waste disposal including all cost	Weekly			
i.e transportation, tipping fees etc.	Cost	\$	56 Weeks	\$
Additional services to be provided on an "As and				
When Requested Basis" for additional cleaning	Hourly		500 Hours	
and/or snow clearing services as required		\$	(estimate)	\$
TOTAL TENDERED PRICE FOR YEAR 1 (Section 4.1)				\$

2. Price breakdown for the 1st option year contract period (April 1, 2019 to March 31, 2020)

Bidders shall provide a breakdown of the Tendered Price quoted in Section 4.2.1 of this Offer of Services in accordance with the following requirements:

DESCRIPTION	UNIT OF	RATE	QUANTITY	COST PER
	MEASURE			YEAR (Rate X Quantity)
Daily routine cleaning and snow clearing duties				
as per the frequencies listed in the Appendix G,	Weekly		52 Weeks	
Statement of Work	Cost	\$		\$
Firm all inclusive price for all materials and				
supplies, including equipment cost (maintenance				
and repairs), Contractor's overhead, profit,	Weekly			
uniforms and all other costs related to the	Cost		52 Weeks	
cleaning and snow clearing services.		\$		\$
Weekly garbage/waste disposal including all cost	Weekly			
i.e transportation, tipping fees etc.	Cost	\$	52 Weeks	\$
Additional services to be provided on an "As and				
When Requested Basis" for additional cleaning	Hourly		500 Hours	
and/or snow clearing services as required		\$	(estimate)	\$
1 st Option to renew period - Total tendered price for year 2 (Section 4.2.1)				\$

ANNEX "A" – Price Breakdown Janitorial and Snow Clearing Services for the St. Anthony Airport Newfoundland and Labrador

3. Price breakdown for the 2nd option year contract period (April 1, 2020 to March 31, 2021)

Bidders shall provide a breakdown of the Tendered Price quoted in Section 4.2.2 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,	Weekly		52 Weeks	
Statement of Work	Cost	\$		\$
Firm all inclusive price for all materials and				
supplies, including equipment cost (maintenance				
and repairs), Contractor's overhead, profit,	Weekly			
uniforms and all other costs related to the	Cost		52 Weeks	
cleaning and snow clearing services.		\$		\$
Weekly garbage/waste disposal including all cost	Weekly			
i.e transportation, tipping fees etc.	Cost	\$	52 Weeks	\$
Additional services to be provided on an "As and				
When Requested Basis" for additional cleaning	Hourly		500 Hours	
and/or snow clearing services as required		\$	(estimate)	\$
2 nd Option to renew period - Total tendered price for year 3 (Section 4.2.2)				\$

NOTE: The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and may be used to facilitate the evaluation of the proposal. The breakdown is provided solely in support of the tendered all-inclusive fixed price for the Services and Associated Costs. The tendered all-inclusive fixed price will prevail in the event of any discrepancies between the two."

ANNEX "B" - Bidder's Declaration

Protected "B" when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

Date of the bid: (YY-MM-DD)

Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions:

Financial Administration Act

- 80(1) d): False entry, certificate or return
- 80(2): Fraud against Her Majesty
- 154.01: Fraud against Her Majesty

Yes []/No[]

Comments:

Criminal Code

- 121: Frauds on the government and contractor subscribing to election fund
- 124: Selling or Purchasing Office
- 380: Fraud committed against Her Majesty
- 418: Selling defective stores to Her Majesty

Yes []/No[]

Comments:

In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions:

Criminal Code

- 119: Bribery of judicial officers,...
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes []/No[]

Comments:

Competition Act

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives

- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

- 3: Bribing a foreign public official
- 4: Accounting
- 5: Offence committed outside Canada

Yes []/No[]

Comments:

Controlled Drugs and Substances Act

- 5: Trafficking in substance
- 6: Importing and exporting
- 7: Production of substance

Yes [] / No []

Comments:

Other acts

- 239: False or deceptive statements of the *Income Tax Act*
- 327: False or deceptive statements of the Excise Tax Act

Yes [] / No []

Comments:

[] I, (name)	, (position)	, of (company name
– bidder)	authorise Public Works and Gov	vernment Services Canada
(PWGSC) to collect and u	se the information provided, in addition to	o any other information that may
be required to make a dete	ermination of ineligibility and to publicly of	disseminate the results.
[] I, (name)	, (position)	, of (company name
– bidder)	certify that the information pro-	vided in this form is, to the best of
my knowledge, true and c	omplete. Moreover, I am aware that any e	rroneous or missing information
could result in the cancella	ation of my bid as well as a determination	of ineligibility/suspension.

Completed Declaration Forms should be sent to PWGSC. To send through mail, please use a sealed envelope marked 'Protected B' to the attention of:

Integrity, Departmental Oversight Branch, Public Works and Government Services Canada 11 Laurier Street Place du Portage, Phase III, Tower A, 10A1 – room 105 Gatineau (Québec) Canada, K1A 0S5

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, shift, and any other regular or miscellaneous cleaning on an "as 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 (ATB). It also includes Industrial areas, Commercial and Transport Canada support facilities not on the airfield, but directly concerned with supporting Aviation activities.

2. Scope of Work

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

3. Contract Period

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

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 show in paragraph 4.4, 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 an Enhanced Reliability Check from Transport Canada Security Branch, in accordance with the Personnel Security Screening Standard (PSSS).
 - **5.1.1** Upon award of a Contract, the Contractor will submit the following information and form on behalf of each 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** The Contractor's employees shall be capable and qualified, in all aspects, of so performing the work.
- **6.2** The performance of the work is of a visible and time-critical nature in view of the ongoing operational volumes of passenger traffic. To this end, the Contractor is required to maintain sufficient qualified employees on call to minimize non-performance of this Contract.
- **6.3** The Contractor is responsible to ensure that all employees are fully aware of and comply with site security regulations and requirements, and to provide at the Contractor's cost, translations in the employees' working language(s), if necessary.
- **6.4** The Contractor shall provide to the Departmental Representative a list of names, addresses, qualifications, and experience for all individuals who will be performing cleaning work. A form is provided at the end of this Appendix for this purpose.

7. Training Requirements

7.1 Security

- **7.1.1** The Contractor must attend, prior to commencement of this Contract, a security briefing meeting as arranged by the Departmental Representative.
- **7.1.2** The Contractor will comply with all airport policies, procedures and regulations related to security and will instruct each employee in his/her first language of such requirements and obtain their written acknowledgment of their understanding of such requirements.
- **7.1.3** Two copies of any documentation pertaining to airport security compliance will be provided at no cost to the Contractor to enable the Contractor to brief his/her employees. It is the Contractor's responsibility to seek clarification from the Departmental Representative of any security requirements with which he/she is not familiar or is unclear.

7.2 Requirements

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

7.3 <u>Training Expenses</u>

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

7.4 For Employee Replacement

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

8. <u>Service Requirements- Cleaning and Snow Clearing Duties & Frequencies:</u>

8.1 General

- **8.1.1** Tasks are to be carried out by the Contractor to maintain the Airport in a high condition of cleanliness.
- **8.1.2** The Contractor shall carry out the required tasks on a daily, weekly or monthly basis, as indicated.
- **8.1.3** The Contractor must provide sufficient resources to ensure all tasks listed are performed at a frequency necessary to maintain the cleanliness standard of the Airport to a high quality of cleanliness as identified in the Cleaning Quality Standards.

8.2 Entrance (Vestibules)

Clean both sides of all glass doors.	Daily
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Vacuum all entry walk-off mats using a wet/dry vacuum.	As required
Wet mop entrances and remove excess water with a wet vacuum.	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
	Minimum once
Using high speed machine, spray buff VA surface areas.	per month
	Every 3
Clean all ceiling vents.	months
Pick up all litter and debris.	Daily

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

Empty waste receptacles, replace liners if required and wipe any soiled	
containers.	Daily
Dust all horizontal surfaces.	Daily
Dust all reachable T.V.'s and EDP boards and clean screens.	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
Damp wipe all telephones with germicidal solution including ear and	
mouth piece	Daily

Clean and polish all drinking fountains, removing water marks, scale	
and splashes on sides and front.	Daily
Mop up all stains and spills.	Daily
Isolate area using stanchions, rope and wet floor signs.	As required
Dust mop all hard surface floors.	Daily
Damp mop with clean water those areas where heavy ice melting	
compounds have been tracked in.	As required
Using a scraper, remove all chewing gum and like substances from all	
floors.	As required
Damp mop floors.	Daily
	Minimum once
Scrub floor using floor machine.	per month
Clean all partition and door glass.	Daily
	Every three
Clean all ceiling vents.	months
Clean screen, stand, and casing of Flight Information Display System	Daily / As
(FIDS).	required

8.4 **Public Waiting Areas**

Empty waste receptacles, replace liners if required and wipe any soiled	
containers.	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
Using an area vacuum, clean all traffic lane mats and open areas.	Daily
Using a vacuum, detail clean all edges and corners of carpeted areas.	Once a week
Using approved spotter, spot clean carpeted area, and upholstery	
seating.	As required
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
Using a scraper, remove all chewing gum and like substances from	
hard surface floors.	As required
Damp mop all floors.	Daily
	Every three
Scrub floor using floor machine.	months
	Every three
Clean all ceiling vents.	months
Dust and damp wipe all light fixtures.	Daily
Spot clean show cases' glass.	Daily

8.5 Washrooms

Empty washroom waste containers and replace liners.	Daily
Wash all trash containers using germicidal detergent.	Daily
Replenish all washroom supplies.	Daily
Dust all horizontal surfaces.	Daily
Using a germicidal solution, spot clean all stains and spills.	Daily
Using germicidal solution, spot clean all vertical surfaces.	Daily
Spot clean all architectural metals.	Daily
Using germicidal solution, thoroughly clean all toilets and urinals inside and outside. Wipe and polish all chrome fixtures.	Daily
Using germicidal solution, thoroughly clean all sinks including undersides and pipes. Wipe and polish all chrome fixtures.	Daily
Using germicidal solution wipe walls and partitions around toilets,	
urinals and sinks.	Daily
Clean mirrors.	Daily
Remove graffiti using appropriate cleaner.	As required
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 three months
	Every three
Clean all ceiling vents.	months
	Once per
Wash interior walls of washroom.	month
Pick up all litter and debris.	Daily

8.6 Stairs - Hard Surface

Dust all ledges, lights, window sills and rails and stairwells.	Weekly
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
Sweep and mop all stairs and landings.	Daily
Clean all soil, scuffs and shoe marks from risers.	As required
	Every three
Clean all ceiling vents.	months

8.7 Corridors, Walkways

Empty waste receptacles, replace liners if required and wipe any soiled	
containers.	Daily
Dust all high reach areas.	As required
Dust/spot clean all horizontal and vertical surfaces removing	
fingerprints, smudges and stains.	Daily
Vacuum clean walls.	As required
Using approved spotter, spot clean carpeted area.	As required
Dust mop all hard surface floors with treated mop.	Daily
Using high speed machine, spray buff all hard surface areas.	As required
	Every three
Clean all ceiling vents.	months

8.8 Offices/Boardroom - Carpet

Daily
Daily
Daily
Daily
Daily
Daily
Weekly
Daily
As required
Every three
months
Weekly

8.9 Offices - Tile

Empty waste receptacles, replace liners if required and wipe any soiled	
containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, ceiling vents,	
light fixtures, etc.)	Weekly
Dust all horizontal surfaces.	Daily
Spot clean all walls, light switches and doors.	Daily
Spot clean all partition and door glass.	Daily

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
Using 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
Stripping and waxing of resilient floor, prior approval is required by	
Department Representative.	As required

8.10 <u>Lunchrooms</u>

	1
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
Spot clean all partition and door glass.	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
	Minimum once
Using a high speed machine, spray buff all hard surface areas.	per month
Clean all partition and door glass.	Daily
	Every three
Clean all ceiling vents.	months
Remove electrical range top elements and catch trays. Clean off	
baked-on foods, replace trays and elements. Procedure also applies to	Every three
counter top elements.	months
Open electric range ovens, remove metal racks, clean off baked-on	
foods and grease by using spray oven cleaners. Clean off oven spray	Every three
cleaner with damp cloth, replace racks.	months
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
Damp wipe exterior surface and refrigerator	Daily
Clean and defrost refrigerator by removing contents of shelves and	Every six
drawers and wash interior with a light detergent solution	months

8.11 Electrical Equipment Areas

Check with Departmental Representative before cleaning electrical equipment area:

Using a damp cloth, wash/dust all horizontal surfaces.	Weekly
Dust mop, with a treated dust mop, all baseboards, ledges, moldings,	
door frames, window sills and other low and high reach areas.	Weekly
	Every three
Clean all ceiling vents.	months

8.12 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

8.13 Baggage Handling

Pick up all litter.	Daily
Vacuum, sweep and scrub all floors.	Weekly
	Every three
Clean all ceiling vents.	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

8.14 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.	As required
Damp mop hard surface floors.	As required

8.15 Other Rooms

nown on drawing as "Clean as Required." Daily

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

Rope off areas when necessary using stanchions, rope and wet floor	
signs.	As required
Dust mop with side treated dust mop and pick up litter and soil with	
dust pan.	Daily
Use a neutral synthetic detergent mixed with water to make a dilute	
solution, apply with damp mop.	Daily
Empty all waste receptacles. Remove all collected trash to designated	
area. Wash all trash containers using germicidal detergent.	Daily
Dust all high reach areas.	Daily
Dust all chair and table legs and rungs, baseboards, ledges, moldings,	
and other low reach areas.	Daily
Spot clean all walls, light switches and doors.	Daily
Spot clean all partition glass.	Daily
	Minimum once
Using a standard machine, spray buff all hard surface areas.	per month
Pick up paper from waiting room floor and chairs, wash up any spills or	
stains and vacuum chairs.	Daily

8.17 Offices - Administration Offices

Empty all waste receptacles. Remove all collected trash to designated	
area.	Daily
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all high reach areas.	Daily
Dust all chair and table legs and rungs, baseboards, ledges, moldings,	
and other low reach areas.	Daily
Spot clean all walls, light switches and doors.	Daily
Vacuum all carpeted areas.	As required

8.18 Combined Services Building (CBS)

Empty waste receptacles, replace liners if required and wipe any soiled	
containers.	Daily
Dust and spot clean all furniture, fixtures, equipment and accessories,	
2nd floor.	Daily
Dust all chair and table legs and rungs, baseboards, ledges, moldings,	
and other low reach areas.	Daily

Spot clean all walls, windows, light switches and doors.	Daily
Clean hard surface floors of all stairs and offices.	Daily
Clean all washroom facilities.	Daily
Spray buff, scuffed, marked or dull vinyl asbestos floors.	As required
Clean all kitchen facilities (refer to 8.10 Lunchrooms)	Daily

8.19 Air Terminal Building (ATB) - General

Empties main collection system from central vacuum system.	Daily
	Monthly or as
Clean Interior and Exterior Windows	required

8.20 ATB - Outside Area

Police around immediate areas of Arrival and Departures including designated smoking shelter for trash, cigarette butts, etc. and pick up same.	Daily
Clean out all ashtrays outside	Twice a Week

8.21 <u>Trailer – Penney's Aircraft Services</u>

Refer to 8.9 Offices – Tile.	As required
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8.22 <u>Trailer – PAL Airlines Limited</u>

Refer to 8.9 Offices – Tile. As required
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8.23 Garbage/Waste Disposal

Removal of garbage (garbage/waste disposal as per the statement of	Weekly
work) to a certified waste disposal facility. The contractor is	
responsible for all fees associated with this removal i.e., transportation,	
tipping fees, etc.	
Frequency may increase depending on accumulation of waste/garbage	
collected.	

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. Assignments

10.1 General

Cleaning and Snow Clearing Services are to be provided Monday through Sunday, between the hours of 8h00 to 18h00, 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.

10.2 Contractor's Responsibility

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

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

11. Access to Buildings

11.1 The Airport Administration (2nd floor, ATB) has been designated as a place where all employees will sign "In and Out", entering time of arrival and departure on the sheets provided, which will form the daily register substantiation for payment claims. Under no circumstances in the duration of this contract will the Contractor remove the daily register from this office unless the Departmental Representative gives prior agreement.

- **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 individuals and must be returned at termination of employment or contract.
- **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 is designated Non Smoking areas.

12. Contractor's Responsibilities

12.1 Building Security, Locking and Unlocking Doors, etc.

- **12.1.1** The Contractor is responsible for the security of the buildings as determined by the Departmental Representative, to the extent of locking and unlocking doors necessary for the completion of work.
- **12.1.2** The Contractor will ensure that the employees close and lock all windows, and that all lights are shut off when not required.

12.2 <u>Transportation</u>

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.

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 of choice 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** Not to 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.
- **12.3.7** Instruct It's employees to deposit all contents of ashtrays in a metal container equipped with a self-closing tight fitting lid. This container must not be stored in the same container as litter.
- **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 provided, if required, to the Departmental Representative prior to the start of any work on the Contract. The Contractor is to be in good standing with the Workplace Health and Safety and Compensation Commission of Newfoundland and Labrador.
- **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 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.
- **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 routine cleaning and snow clearing duties on any shift shall complete all such duties required during the shift and shall not be withdrawn from such duties in such shift and assigned to any other part of the duty.
- **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 Departmental Representative or designate, Administration Office, 2ndfloor, ATB.

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 for Routine Cleaning;
 - Employee uniform/identification/security requirements.

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;
 - 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 one (1) paid parking area, payable by the Contractor with the appropriate Departmental

Representative. Employee vehicles are to be parked in assigned parking spaces only.

- **12.10.2** There is a \$21.00 monthly surcharge in effect for electrical plug-ins from November 01 April 30 each year, subject to increase/decrease.
- **12.10.3** Parking stickers for employee vehicles are available from Airport Manager's Office and must be visibly displayed in vehicle windshield.
- **12.10.4** Parking space for employee vehicles is available at the St. Anthony Airport and will be designated by the Departmental Representative.

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 <u>Identification Cards, Security Passes & Keys</u>

- **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 responsibility.
- **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** In the event that the site is divided into working areas by assignments, the Departmental Representative may designate specific work areas which the Contractor will assign to each employee with an identifying badge to be worn also on the front of the uniform, indicating the area in which the employee should be working.

- **12.12.4** The Contractor will protect and secure all keys entrusted to him/her and return them to the Departmental Representative on termination of the Contract.
- **12.12.5** In the event that any keys or passes are lost by the Contractor and cannot be produced on demand, the following sums of money will be deducted from the Contract's monthly payments to cover replacements and administrative costs:
 - Each pass [\$150.00]
 - Each key [\$100.00]
 - **12.12.5.1** This is in addition and without prejudice to any other remedy the Departmental Representative may have under this Contract,
 - **12.12.5.2** In addition, the Contractor and the employee will be obligated to attend an interview with the designated airport security authority to record the details of the loss, at the Contractor's cost.

13. <u>Materials, Equipment, Supplies & Storage – Contractor's</u> 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** The Departmental Representative may take samples of Contractor's materials and test them to ensure that they comply with the standard specified.

13.1.5 All contents of containers must be clearly identified on the exterior, and apply the appropriate dangerous goods identification if applicable. The Workplace Hazardous Materials Information System (WHMIS) symbol must be displayed where applicable.

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.
- **13.2.2** A copy of the Material Safety Data Sheets (M.S.D.S.) for all products and materials used in building will be given to the Departmental Representative at time of entry to the building. A binder with the copies of the M.S.D.S. shall be maintained by contractor in the building and updated when new approved products are purchased. This binder shall be made available for Transport Canada Representative upon request.
- **13.2.3** The Contractor shall use only cleaning products and supplies that are Environmentally friendly and biodegradable.
- **13.2.4** 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.
- **13.2.5** 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.
- **13.2.6** 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.
- **13.2.7** 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.

13.3 Minimum Required Equipment for Cleaning

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

- **13.3.1** One only twin bucket wringer outfit on a frame with non-marking casters.
- **13.3.2** One 45-litre capacity wet/dry tank type vacuum, with polyethylene tank complete with wet and dry pick-up attachments.
- **13.3.3** One carpet vacuum complete with accessories, 500 mm cleaning width, fully adjustable beater brush and non-marking bumpers for use on stairwells, walls, curtains, etc.

13.4 Non-mechanized Cleaning Equipment and Materials

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

Lighter duty cleaning equipment and materials will comprise:

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

Rest room cleaning equipment and materials:

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

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

Routine carpet care equipment and materials:

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

Routine floor care equipment and materials:

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

Routine window care and materials:

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

13.5 Cleaning Materials to be provided by Contractor

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

- Detergent, general purpose, liquid built:
- Detergent, germicidal, general purpose, liquid:
- Detergent, liquid, nonionic, unbuilt, concentrated:
- Cleaning compound, general purpose, powder to:
- Remover, for water-emulsion type floor wax:
- Compound cleaning, toilet bowls and urinals:
- Compound cleaning, toilet bowl:
- Glass cleaner:
- Floor sealer for resilient surfaces:
- Buffable water emulsion floor wax:
- Metal polish:
- Liquid silicone furniture polish:
- Non freezing window cleaner for exterior use in winter.
- Plastic garbage bags (poly bag 66 cm x 91 cm, 1.5 mil).
- Plastic garbage bags (poly bag 89 cm x 127 cm, 2 mil).
- Oven cleaner.
- Paper toweling: multifold and rolled.
- Toilet Tissue: interfold and rolled.
- Hand soap: liquid and powder.
- Deodorant blocks for urinals.
- Miscellaneous products required to complete specific tasks.
- Uniforms and badges

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

13.6 Substitution of Materials and Equipment

- **13.6.1** No substitution of specified materials and equipment on the Contractor's part will be permitted without the prior written approval of the Departmental Representative.
- **13.6.2** 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.
- **13.6.3** 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.
- **13.6.4** Amounts of all credits arising from the approval of substitutions will be determined by the Departmental Representative and the Contract price will be reduced accordingly.

13.7 <u>Contractor's Material Storage & Office Space</u>

- **13.7.1** 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.
- **13.7.2** The Contractor will keep these areas neat and clean at all times in accordance with applicable fire regulations.
- **13.7.3** Floor mops will be stored in a suspended position to allow for air circulation around the mop heads.

13.8 Garbage Storage

- **13.8.1** The Contractor will store litter awaiting garbage disposal in the areas approved by the Departmental Representative.
- **13.8.2** The Contractor will contain dry garbage in plastic bags or steel cans with appropriate lids.
- **13.8.3** 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 materials:

Telephone for the conduct of official business

- Facilities for personnel personal belongings
- Standing Orders, emergency orders, etc.
- Flashlights, batteries
- Two-way radios

14.2 Materials and Equipment for Snow Removal and Ice Control Duties

"Her Majesty" will provide the following:

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

14.3 Conveyances

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

14.4 Light, Heat, Power and Water

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

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.

16. Employee Standards

The Contractor will be responsible to maintain high standards of performance, conduct, competency and integrity of personnel assigned to the Contract. The Contractor will ensure a high standard of professionalism by employees.

Examples of conduct/behaviors considered to be unsuitable are:

- Chewing gum, smoking or eating food on posts except at non-public night watchmen stations or while on lunch break or in rest rooms;
- late for duty;
- evidence of alcohol or drug abuse;
- vacating his or her post without authority;
- on post without prescribed personnel equipment, where applicable, such as radio, keys, notebook, etc.;

- tampering or playing with government property;
- overstaying coffee or lunch breaks;
- derogatory remarks about the federal government and the job;
- not complying written or oral instructions from the Departmental Representative.

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

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

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

17. Cleaning Quality Standards

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

17.1 Exterior

17.1.1 Policing:

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

17.1.2 Sweeping:

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

17.1.3 Entrances:

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

17.1.4 Snow Removal:

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

17.2 Floor Maintenance

17.2.1 Sweeping/Dust Mopping/Spot Cleaning:

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

Floors shall be free of dust film. There shall be no dirt left where sweepings were picked up.

17.2.2 Damp and wet mopping:

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

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

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

17.2.3 Spray Buffing:

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

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

The floor shall present an overall appearance of cleanliness.

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

17.2.4 Scrubbing/Stripping:

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

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

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

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

17.2.5 Finishing (application of wax or floor finishes):

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

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

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

17.2.6 Vacuuming or Carpet Sweeping:

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

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

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

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

17.2.7 Miscellaneous:

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

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

17.3 Walls

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

17.4 Glass Door and Side Lights

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

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

17.5 Polishing Metal Surfaces

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

17.6 Miscellaneous

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

Walk-off mats shall be clean and dry.

Lobby and entrances shall be free of debris/litter.

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

17.7 Trash Removal

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

All paper and garbage receptacles shall be emptied. Plastic bags shall be replaced daily and the exterior of receptacles wiped clean.

17.8 Dusting

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

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

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

Corners and crevices shall be free of dust.

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

17.9 Spot Cleaning

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

17.10 Damp Wiping

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

17.11 Rest Room Cleaning and Servicing

17.11.1 Trash Removal:

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

17.11.2 Supplies:

All dispensers of supplies shall be filled.

17.11.3 Sanitary Receptacles:

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

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

17.11.4 Fixtures:

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

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

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

17.11.5 <u>Dispensers, Walls, Stall Partitions, Doors, Shelves, Mirrors, Ledges:</u>

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

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

17.11.6 Floors:

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

17.12 Staircase Cleaning

17.12.1 Sweeping and Dusting:

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

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

17.12.2 Cleaning, polishing and wall spotting:

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

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

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

17.12.3 Mopping and stripping:

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

17.13 Ashtrays outside ATB

17.13.1 Debris:

All debris shall be removed from the ashtrays. There shall be no debris in the base of the ashtrays.

17.13.2 Cleaning and polishing:

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

17.14 **Drinking Fountains**

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

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

17.15 Elevator Cleaning

Floors, including corners, threshold plates and door tracks shall be clean. Floors shall be polished and slip-free.

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

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

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

Handrails and baseboards shall be clean and polished.

Doors and frames shall be free of finger marks, etc

17.16 Clocks, Pictures, Plaques

Glass shall be clean and free of streaks. Edge shall be wiped free of dust.

17.17 Lockers

Tops shall be free of dust.

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

17.18 Vertical and Horizontal Blinds

Both sides of slats shall be clean and free of dust. Window frames and adjoining area shall be free of dust.

17.19 Wall and Ceiling Ventilators/Vents/Diffusers

Shall be free of dust

Framework around ventilator shall be wiped clean.

17.20 Exhaust Fans

Wall area around fan shall be free of dust.

17.21 Junction of Walls and Ceilings

To be free of cobwebs.

17.22 Window, Partition and Show Case Glass Cleaning

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

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

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

17.23 Contractor's Space and Cleaner's Closets

All floors shall be clean

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

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

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

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

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

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

18. Reporting of Needed Repairs

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

19. Damage to the Buildings and Contents

- **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. Confidentiality of Information

The Contractor agrees:

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

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

21. Contacts

21.1 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.

21.2 <u>Departmental Contracting Authority</u>

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

Kristen Scott
A/Senior Contracting Officer
P.O. Box 42
Moncton, NB
E1C 8K6

Tel: 506-961-8243 Fax: 506-851-7331

SAMPLE WEEKLY FLIGHT SCHEDULE

Air Borealis

Flight schedule

Monday and Thursday

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

PAL Airlines Limited

Flight schedule

Monday to Friday

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

Saturday

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

Sunday

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

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 ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

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- 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 endeavor 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

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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 willful 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.

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Appendix "C"

- 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.

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- 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 Values and Ethics Codes for the Public Service
 - 12.1. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

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.

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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.

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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.

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- 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. Public Disclosure

24.1. 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.

25. Integrity Provisions

- 25.1 Statement
 - 25.1.1 The Contractor must comply with the <u>Code of Conduct for Procurement</u> and must comply with the terms set out in these Integrity Provisions.
 - 25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

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25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have 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*.

25.5 Canadian Offences Resulting in Legal Incapacity

- 25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - 25.5.1.1 paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - 25.5.1.2 section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
- 25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

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- 25.6.1.1 section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or
- 25.6.1.2 section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or
- 25.6.1.3 section 239 (False or deceptive statements) of the Income Tax Act, or
- 25.6.1.4 section 327 (False or deceptive statements) of the Excise Tax Act, or
- 25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act*, or
- 25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*, or
- 25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

- 25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
 - 25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
 - 25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
 - 25.7.1.3 the court's decision was not obtained by fraud; and
 - 25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to

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present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

- 25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
 - 25.8.1.1 terminate the contract for default; or
 - 25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
 - 25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
 - 25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the *Ineligibility and Suspension Policy*, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:
 - 25.8.3.1 terminate the contract for default; or
 - 25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:
 - 25.8.4.1 terminate the contract for default; or
 - 25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

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25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.

25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- 25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- 25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;
- 25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

- 25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- 25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;
- 25.11.3 been granted a pardon under section 748 of the *Criminal Code*;
- 25.11.4 received a record of suspension ordered under the Criminal Records Act; and
- 25.11.5 been granted a pardon under the <u>Criminal Records Act</u>, as that Act read immediately before the day section 165 of the <u>Safe Streets and Communities Act</u> comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada,

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conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

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 4, Tenderer Prices of the Appendix A, Offer of Services, dated _______, and forming part of this Agreement.

2. METHOD OF PAYMENT

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 T2065-170050
- 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.

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.

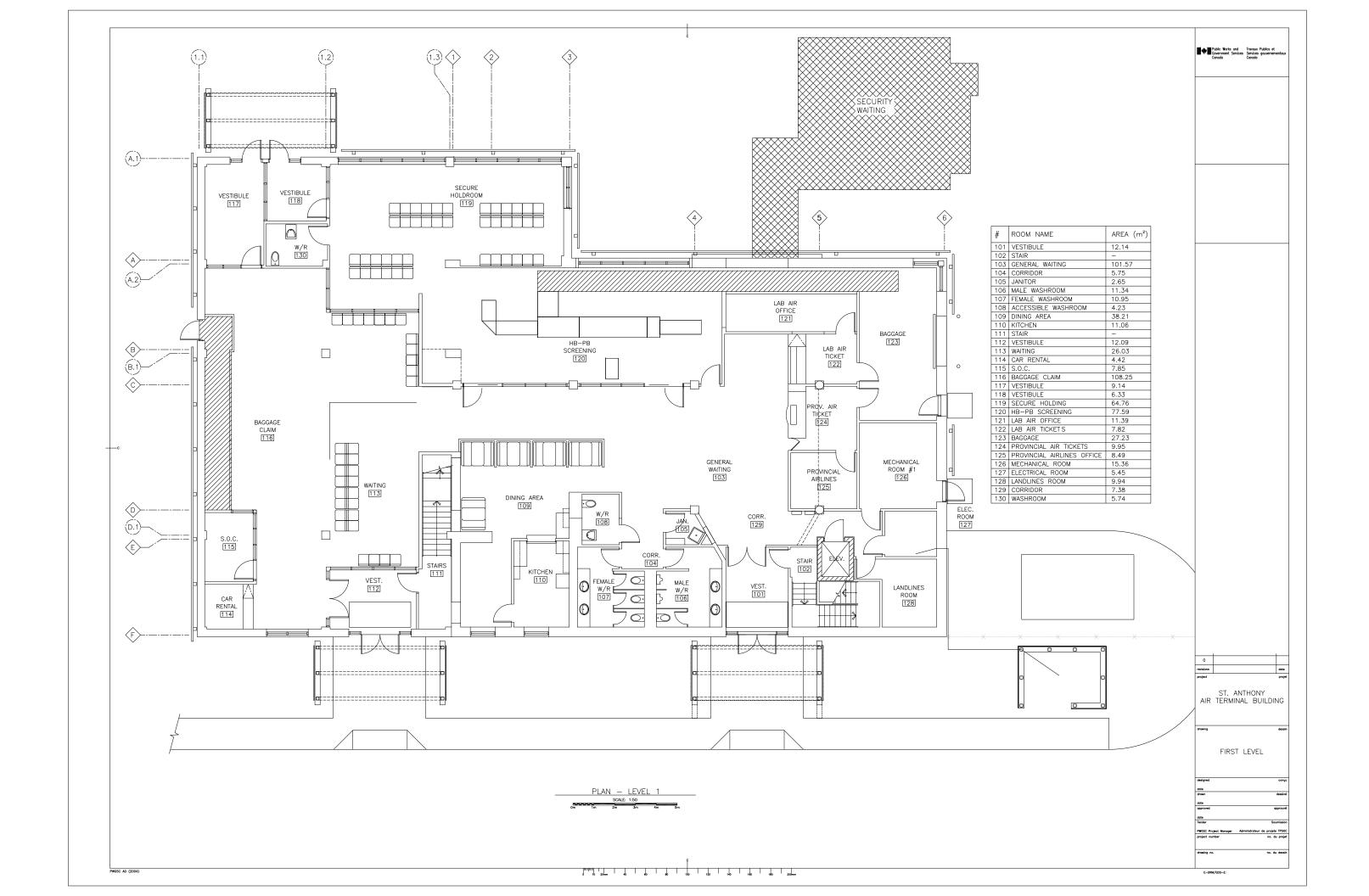
The Minimum Acceptable Amount is \$2,000,000

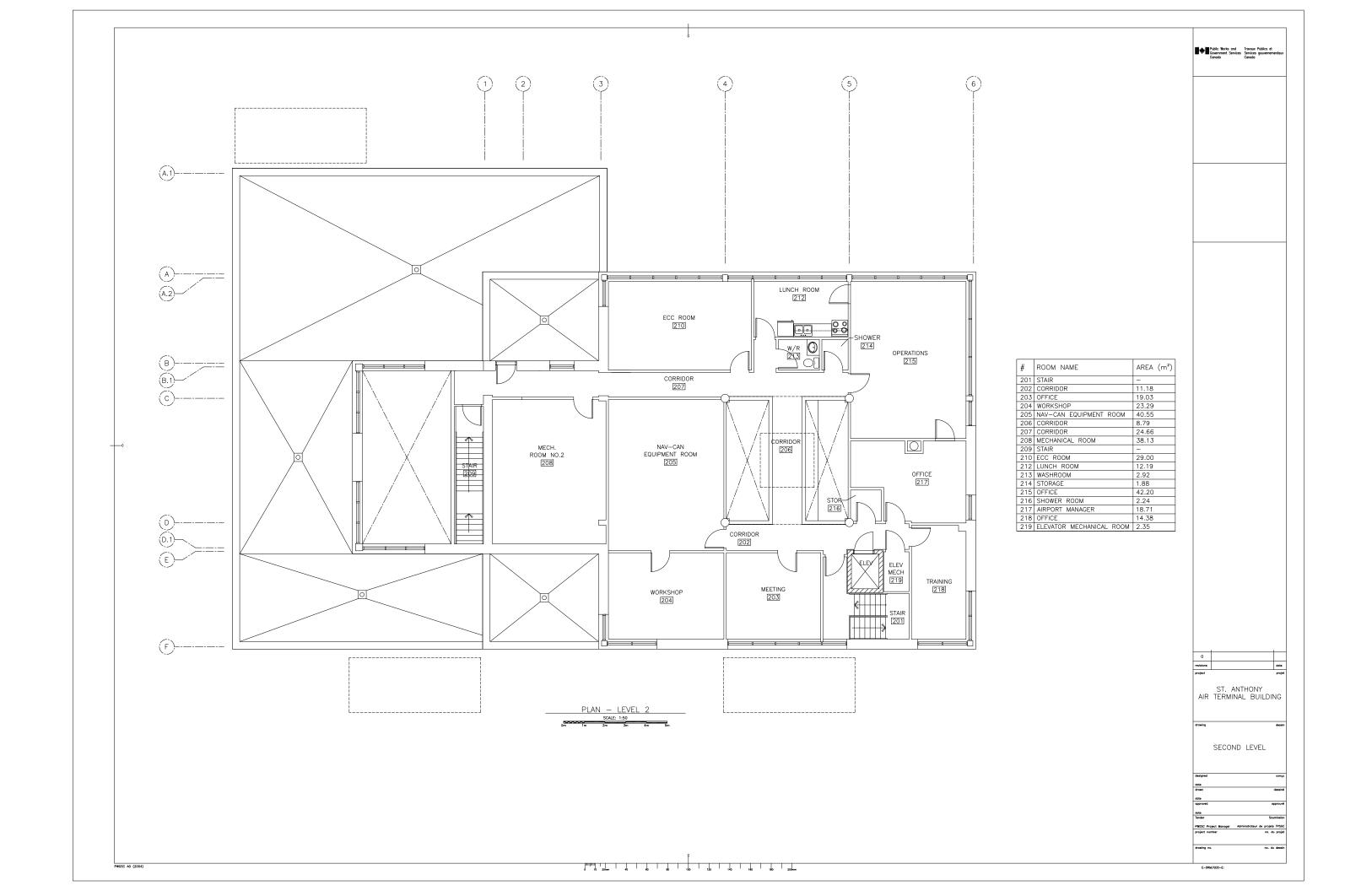
- 8.2. The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to property damage claims only.
- 9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE VENDOR
 - 9.1. The Vendor shall provide an endorsement to 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





HOLDBACK ADDITIONAL TERMS OF PAYMENT

Definition

A *holdback* is a portion of the contract payment or the progress payment withheld to ensure the performance of the contract and is not payable until the contractor has fulfilled all the terms and conditions of the contract.

Holdback Amount

The Holdback applicable to this contract will be 20% of the first year amount of the contract.

Additional Invoicing Instructions

The Contractor shall, upon submission of an invoice, as per the Terms of Payment, deliver to the Departmental Representative or his representative, the following additional details for the holdback requirement:

- indicate the deduction for holdback, for the applicable period(s)
- indicate the GST/HST as a separate item

Payment of Holdback

The holdback will be paid to the Contractor once the contract is considered complete as specified in Article 4 Period of Services of Appendix A -1 Offer of Services.

Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The amount of the GST/HST applicable to the holdback shall be calculated and paid on the earlier of the day that the holdback is paid or becomes due.

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.

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.

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 agreement 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, A STANDING OFFER, OR A SUPPLY ARRANGEMENT VALUED AT \$1,000,000.00 OR MORE AND (INCLUDING APPLICABLE TAXES);
- 2. IF YOU HAVE A COMBINED WORKFORCE IN CANADA OF 100 OR MORE PERMANENT FULL-TIME, PERMANENT PART-TIME AND/OR TEMPORARY EMPLOYEES HAVING WORKED 12 WEEKS OR MORE.

your bid either a signed Agreement to Implement Employment Equity

http://www.servicecanada.gc.ca/eforms/forms/esdc-lab1168(2013-10-009)e.pdf or, if you had submitted one earlier, quote the official agreement number assigned by the FCP. Please note that, without a signed Agreement to Implement Employment Equity, or an Agreement number, your bid is liable to be rejected.

If both conditions apply, you must enclose with

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are through this website http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml

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, UNE OFFRE A COMMANDE OU UN ARRANGEMENT EN MATIÈRE D'UNE VALEUR D'UN MILLION DE DOLLARS OU PLUS (Y COMPRIS LES TAXEX APPLICABLES);
- 2. SI ELLE COMPTE UN EFFECTIF COMBINÉ AU CANADA D'AU MOINS 100 EMPLOYES PERMANENTS A PLEIN TEMPS, PERMANENTS A TEMPS PARTIEL ET TEMPORAIRES QUI ONT TRAVAILLE 12 SEMAINES OU PLUS.

Si les deux conditions sont remplies, vous devez joindre un Accord pour la mise en œuvre de l'équité an matière d'emploi dûment signée http://www.servicecanada.gc.ca/eforms/forms/esdc-lab1168(2013-10-009)f.pdf dans votre soumission ou, si vous en avez déjà présenté un, indiquez le numéro officiel qui vous a été attribué dans le cadre du PCF. Veuillez noter que les soumissions non accompagnées d'un accord signée ou d'un numéro d'accord pourront être rejetées.

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur ce site http://www.travail.gc.ca/fra/normes_equite/eq/emp/pcf/index.shtml

CONRACTOR'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.

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

- Note 1: Include name 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 Requirement Checklist (SRCL)



——————————————————————————————————————	
Security Classification / Classification de sécurité	

SECURITY RECHIREMENTS CHECK LIST (SRCL)

LISTE DE VÉ	RIFICATION DES EXIGENCES REL	ATIVES À LA SÉCURITÉ (LVERS)
PARTIA - CONTRACTINE DEMATION (PARTI 1, Originating Government Department or Organ	1E A - INFORMATION CONTRACTUEL	13 2. Branch of Directorate / Direction générale ou Direction
i, Originaling Government Department of Orga Ministère ou organisme couvernemental d'ori	Igins TRANSPORT CANADA	ST. ANTHONY AIRPORT, NL - PROGRAMS ATLANTIC
I, a) Subcontract Number / Numéro de contrat e		Address of Subcontractor / Nom et adresse du sous-traitant
) a) Procouract Nombol. Linners on couract	13. b) Name at	A VOCISTS OF DEPOTERACION & FEBRUAR OF SUBSECTION A
 Brief Description of Work / Brieve description FOR THE PROVISION OF DAILY JANITORIAL AI LABRACOR. 	du trival ND SNOW CLEARING SERVICES AT THE S	r. Anthony Airport, in St. Anthony, Newfoundland and
a) Will the supplier require access to Control Le formisseur aura-1-il accès à das march	andises contròlies?	V Non Ves
 b) Will the supplier require access to unclass flagulations? Le loumisseur aura-1-il accès à des donné sur le contrôle des données techniques? Indicate the type of access required / Indique 	es techniques militaires non classifiées (provisions of the Technical Data Control No Yes Val Val Val Val Val Val Val Va
i, which the supplier and its employees require		IFIED Information or assets?
Le fountseur ainsi que les employés sun (Specify the level of access using the char (Préciser le niveau d'accès en utilisant le l 6. b) Wil the supplier de la SEGGED interna-	ont-lis accàs à des renseignements ou à t in Cuestion 7, c) lablesu qui se trouve à fa question 7, c) leaners, maintenance personnel) require ation et exests is permitted. toweurs, personnel d'entration) auront-lis	access to restricted access areas? No access to No Non Non Out
cos rencegnaments ou a des sers rin c) is this a commercial courier or delivery rec S'agit-il d'un contrat de messagede ou de	sukement with no eversion storage?	/ No Yes
		er le type d'information auquel le fournisseur devra avoir accès
Canada	NATO/OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relative	s à la diliusion	City Devil American District Street Communication of the
No release matrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucum restriction relative à la diffusion
Not releasable À ne pas difuser		
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Specify country(les): / Préciser le(s) pays :	Specify country(las): / Práctser l	s(s) pays: Specify country(les): / Préciser le(s) pays:
7. c) Level of information / Niveau dinformation		
PROTECTED A	NATO UNCLASSIFIED	[] PROTECTED A
PROTEGE A	NATO NON CLASSIFIE	PROTÉGÉ A
PROTECTED B	NATO RESTRICTED	PROTECTED 8
PROTEGÉ 8	NATO DIFFUSION RESTREM	
	NATO CONFIDENTIAL	PROTECTED C
PROTECTED C		PROTEGÉ C
PROTÉGÉ C	NATO CONFIDENTIEL	
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL
CONFIDENTIEL.	NATO SECRET	CONFIDENTIEL
SECRET	COSMIC TOP SECRET	SECRET
SECRET SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	SECRET
		1 1
SECRET TOP SECRET		SECRET TOP SECRET
SECRET		SECRET

TB5/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



Contract Number / Numéro du contrat
Security Classification / Classification do sécurité

PART A (continued) (PARTIE A (suite)											
d. Will the supplier require access to PHOTECTED and/or CLASSIFIED COMSEC Information or essets? Le fournisseur aura-t-it accès à des reassignements ou à des blans COMSEC désignés PROTÈGÉS et/ou CLASSIFIÈS? No Ves Indicate the level of censitivity. Dans Tatifornative, Indicate de sensitivity.											
9. Will the supplier require access to extremely sensitive INFOSEC information or essets? Le fournisseur aura-I-II accès à des renselgmements ou à des biens INFOSEC de nature extrêmement difficate? No Non Out											
Short Title(s) of meterlat / Titre(s) abribgê(s) du matériel											
PART B - PERSONNEL (SUPPLIER) / PARTIE U - PERSONNEL (FOUR (1651EUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis											
GOTE DE FIABILITE CONFIDENTIAL CONFIDENTIAL SECRET TOP SECRET THES SECRET											
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET COSMIC T NATO SECRET COSMIC T NATO SECRET COSMIC T	OP SECRET										
SITE ACCESS ACCES AUX EMPLACEMENTS											
Special comments; Commentairos spéciaux :											
NOTE: Il multiple levels of screening are identified, a Security Classification Guide must be provided. REMAROUE: Si plusieura réveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être. 10. b) May unscreened parsonnet be used for portions of the work?	loumi.										
Ou personnel eans autorisation sécuritaire paul-B so voir confier des parties du travail?	V No Yes Non Oul										
li Yez, will unscreened personnel be oscorled? Dans l'allimative, le personnel en question sera-t-il ascorté?	Non Yes										
PARTIC - SAFEGUARDS (SUPPLIERY) 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 formisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÈGES et/ou CLASSIFIÉS?	No Yes Non Oui										
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-I-II tenu de protéger des rensaignements ou des blens COMSEC?	No Yes										
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? Las installations du fournisseur serviront-elles à la production (labrication et/ou réparation al/ou modification) de matériel PROTÉGÉ ot/ou CLASSIFIÉ?											
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)											
1. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Vestionmation or data? Le fournisseur sera-t-it tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGES et/ou CLASSIFIES?											
11. e) Will them be an electronic link between the supplier's FT systems and the government department or agency? Disposers-1-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Yes Non Out										

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

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Government of Canada

Gouvernement du Canada Contract Number / Numbro du contrat

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Namo (print) - Nom (en tetues mou	ées)	Title • Titre		Signatura	
GREGORY ROACHE		AIRPORT	MANAGER	De	me timbe
Telephone No N° de téléphone 709-454-3192	Facsimile No N° do 709-454-213	tálécopieur	E-mail address - Adresse cou GREGORY ROACHEOTO G	iniel	Daily of 12/4-
14. Organization Security Authority	Responsable de la séc	udtá de Forma	oreman in the control of the control	14.UA	Hapt 15/17
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 Are there additional instructions Des instructions supplémentaire 	a Up. ex. Liuco da sacut	curity Classifi ilė, Guido do	cation Guido) attached? classification de la sécuritó) ser	al-elles jointe	rs? I Non Qui
16. Procurement Ollicer / Agent d'a	provisionnement				
lamo (print) - Nom (en lettres mould Annette D'Am Telephone No N' de téléphone Solo-851-2995 17. Contracting Security Authority / I	SOUR Facsimilio No N'de	31	E-maileddraus - Adresse co		Date 30/17
Name (print) - Nom (en lettres mould	ies)	Title - Title		Signature	
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Michael Sutherland Chief IM/IT Security for Organization Security Authority 613-990-5531 Michael.sutherland@tc.gc.ca

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	ī	

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.

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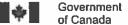


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PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

Surname and full given names		ORIZATION FORM	Date of birth	M M I I I I I
C CONSENT AND VERIFICATION (To be completed by the applic	cant and author	ized Departmental/Agend	y/Organizational (Official)
Checks Required (See Instructions)	Applicant's initials	Name of official (print)	Official's initials	Official's Telephone number
Date of birth, address, education, professional qualifications, employment history, personal character references			ппиал	
2. Criminal record check	14			()
Credit check (financial assessment, including credit records check)				, , , –
Loyalty (security assessment only)				
5. Other (specify, see instructions)				
The Privacy Act Statement The information on this form is required for the purpose of providing a security scr. Act and the Government Security Policy (GSP) of the Government of Canada, an collection is mandatory. A refusal to provide information will lead to a review of Personnel Screening Request. Depending on the level of security screening requested Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS) outside the federal government (e.g. credit bureaus). It is used to support decisio promotions. It may also be used in the context of updating, or reviewing for cause applicable type of security screening. Information collected by the government inst decisions, which may lead to discipline and/or termination of employment or conference. Security Screening which is used by all government agencies, except PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPE Records) used for Canadian Industry Personnel. Personal information related to set I, the undersigned, do consent to the disclosure of the preceding information purpose of providing a security screening assessment. By consenting to information may also occur when the rellability status, security clearance or My consent will remain valid until I no longer require a reliability status, as seotherwise revoke my consent, in writing, to the authorized security official. Signature Preview (To be completed by the authorized Departmental/Age A, B and C) Name and title	quired, the Informat, ,, which conduct th us on individuals we , the reliability stati ditution, and informat nutractual agreeme the Department of 815 (Employee S ecurity assessment the above, I ackr site access are upecurity clearance	ion collected by the government of collected by the government of the collected by the government of the collected by the col	at institution may be distigation in accordance up appointment, assiscess, all of which may either and or investion collected is described. PE 834 (Personnel Se 7GSC PPU 015 (Persons PIB SIS PPU 005 (Se 1) and or use in and/or use in and/or cause under the sy employment or co	ract that is associated with this isclosed to the Royal Canadia as with the GSP and to entitie gament or contract, transfers or lead to a re-assessment of thigation, may be used to supposed in Standard PIB PSU 91 curity Investigation File), RCMF onnel Clearance and Reliabiliticurity Assessments/Advice). Is an investigation for the preceding Government Security Policy, ntract is terminated, or until
APPROVAL (To be completed by authorized Departmental/Ager only)	ncy/Organizatio	nal Security Official		
I, the undersigned, as the authorized security official, do hereby approve the f Reliability Status Approved Reliability Status Not approved	screening.	(for Le and/or u	PHOTO evel III T.S., upon request nstructions)	
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Name and title				
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Government Gouvernement du Canada

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 many, remany or commence a common-law partnership, in addition to having to update sections of the Security Clearance Form (TBS/SCT 330-60), are required to submit an original Personnel Screening, Consent and Authorization Form, with the following parts completed:

Part A - As set forth in each question

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

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

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

2. Section B (Biographical Information)

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

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

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

3. Section C (Consent and Verification)

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

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

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

The age of majority is:

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

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

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

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

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

4. Section D (Review)

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

5. Section E (Approval)

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

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



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