



**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Transport Canada**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à : Transports Canada**

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

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

By e-mail to: - Par courriel au :

[TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca](mailto:TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca)

Attention: - Attention :

Suzanne LeBreton  
Senior Contracting Officer  
Government du Canada

**Solicitation Closes - L'invitation prend fin**

**At - à :**

3:00 PM

**On - le :**

May 28, 2024

**Time Zone - Fuseau Horaire :**

Atlantic Daylight Time (ADT)

<b>Title - Sujet</b> Janitorial Services for the Wabush Airport	
<b>Solicitation No. N° de l'invitation</b> T2062-230040	<b>Date of Solicitation Date de l'invitation</b> May 13, 2024
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Suzanne LeBreton	
<b>Telephone No. - N° de telephone</b> 506-961-9268	<b>E-Mail Address - Courriel</b> <a href="mailto:TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca">TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca</a>
<b>Destination</b> Transport Canada Wabush Airport 2 Airport Road P.O. Box 880 Wabush, Newfoundland and Labrador A0R 1B0	

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery required Livraison exigée</b> June 3, 2024 to March 30, 2025	<b>Delivery offered Livraison proposée</b> Not applicable - Sans objet
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 STATEMENT OF WORK.....	4
1.3 SECURITY REQUIREMENTS.....	4
1.4 COMPREHENSIVE LAND CLAIMS AGREEMENT(S) .....	4
1.5 PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS .....	4
1.6 SITE VISIT .....	5
1.7 THE FEDERAL CONTRACTORS PROGRAM (FCP) FOR EMPLOYMENT EQUITY.....	5
1.8 DEBRIEFINGS .....	5
1.9 ACCESSIBLE PROCUREMENT .....	5
<b>PART 2 – BIDDER INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	6
2.2 SUBMISSION OF BIDS.....	6
2.3 FORMER PUBLIC SERVANT – COMPETITIVE BID .....	6
2.4 ENQUIRIES - BID SOLICITATION.....	8
2.5 APPLICABLE LAWS.....	8
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....	8
2.7 OPTIONAL SITE VISIT.....	8
2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....	9
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>10</b>
3.1 BID PREPARATION INSTRUCTIONS .....	10
3.2 SUBMISSION OF ONLY ONE BID .....	10
3.3 SUBSTANTIAL INFORMATION.....	10
3.4 SECTION I: TECHNICAL BID.....	11
3.5 SECTION II: FINANCIAL BID.....	11
3.6 SECTION III: CERTIFICATIONS.....	11
3.7 SECTION IV: ADDITIONAL INFORMATION .....	12
<b>ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE.....</b>	<b>13</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>14</b>
4.1 EVALUATION PROCEDURES.....	14
4.1.1 MANDATORY TECHNICAL CRITERIA.....	14
4.1.2 FINANCIAL EVALUATION.....	14
4.2 BASIS OF SELECTION.....	14
4.2.1 BASIS OF SELECTION – LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA.....	14
<b>ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA .....</b>	<b>15</b>
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>17</b>
5.0 GENERAL .....	17
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	17
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	19
<b>ATTACHMENT 1 TO PART 5 - APPLICATION FOR REGISTRATION (AFR).....</b>	<b>21</b>
<b>PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>22</b>
6.1 SECURITY REQUIREMENTS.....	22
6.2 INSURANCE REQUIREMENTS .....	22

---

<b>PART 7 - RESULTING CONTRACT CLAUSES</b> .....	<b>23</b>
7.1 SECURITY REQUIREMENTS.....	23
7.2 STATEMENT OF WORK.....	23
7.3 STANDARD CLAUSES AND CONDITIONS.....	23
7.4 TERM OF CONTRACT.....	30
7.4.1 PERIOD OF THE CONTRACT.....	30
7.5 AUTHORITIES.....	30
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	31
7.7 PAYMENT.....	31
7.7.1 BASIS OF PAYMENT: COST REIMBURSABLE – LIMITATION OF EXPENDITURE.....	31
7.7.2 LIMITATION OF EXPENDITURE.....	32
7.7.3 TERMS OF PAYMENT - MONTHLY PAYMENT.....	32
7.7.4 ELECTRONIC PAYMENT OF INVOICES – CONTRACT.....	32
7.8 INVOICING INSTRUCTIONS.....	32
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	33
7.10 APPLICABLE LAWS.....	33
7.11 PRIORITY OF DOCUMENTS.....	34
7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR).....	34
7.13 INSURANCE – SPECIFIC REQUIREMENTS.....	34
7.14 INSPECTION AND ACCEPTANCE.....	34
7.15 GOVERNMENT SITE REGULATIONS.....	35
7.16 DISPUTE RESOLUTION.....	35
7.16.1 DISPUTE RESOLUTION - OFFICE OF THE PROCUREMENT OMBUDSMAN.....	35
<b>ANNEX "A" – STATEMENT OF WORK</b> .....	<b>36</b>
<b>ANNEX "B" – BASIS OF PAYMENT</b> .....	<b>63</b>
<b>ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST</b> .....	<b>64</b>
<b>ANNEX "D" – INSURANCE REQUIREMENTS</b> .....	<b>67</b>
INSURANCE CONDITIONS FOR SERVICE CONTRACTS.....	67
<b>ANNEX "E" – HOLDBACK</b> .....	<b>69</b>
ADDITIONAL TERMS OF PAYMENT.....	69
<b>ANNEX "F" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>70</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	70
<b>ANNEX "G" TO PART 5 OF THE BID SOLICITATION</b> .....	<b>71</b>
INTEGRITY PROVISIONS.....	71
<b>ANNEX "H" – CONTRACT TERMS DEFINITIONS</b> .....	<b>73</b>
<b>ANNEX "I"</b> .....	<b>76</b>
<b>AIRPORT PLAN, LEVEL 1 AND LEVEL 2</b> .....	<b>76</b>

## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
  - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
  - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
  - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
  - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Electronic Payment Instruments, the Integrity Provisions, the Insurance Requirements, the Holdback-additional terms of payment, the Airport Layout, and any other annexes.

### **1.2 Statement of Work**

- A. The Work to be performed is detailed under **Annex "A"** - Statement of Work, of the resulting contract clauses (Part 7 - Resulting Contract Clauses).

### **1.3 Security Requirements**

- A. There are security requirements associated with this requirement. For additional information, consult Part 6, Security, Financial and Other Requirements, and Part 7, Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.4 Comprehensive Land Claims Agreement(s)**

- A. The resulting Contract is not subject to a Comprehensive Land Claims Agreements (CLCA).

### **1.5 Procurement Strategy for Indigenous Business**

- A. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>) of the *Supply Manual*.
- B. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.
- C. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), (<https://www.cfta-alec.ca/canadian-free-trade-agreement/>) CFTA does not apply to this procurement.

**1.6 Site Visit**

- A. There is an optional site visit associated with this requirement. Consult Part 2, Bidder Instructions.

**1.7 The Federal Contractors Program (FCP) for Employment Equity**

- A. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5, Certifications and Additional Information, Part 7, Resulting Contract Clauses, and the attachment titled "Federal Contractors Program for Employment Equity - Certification".

**1.8 Debriefings**

- A. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **15 working days** from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**1.9 Accessible Procurement**

- A. Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (i) Section 05, Submission of bids, subsection 2, paragraph d., Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:
- d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
- (ii) Section 05, Submission of bids, subsection 4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

- A. Bids must be submitted only to Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation. Interested Bidders are invited to submit a proposal, through Electronic Submissions at: [TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca](mailto:TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca).

#### 2.2.1 Electronic Submissions

- a. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. **Canada will confirm receipt of documents.** It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received **unless Canada confirms receipt of each document.** In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.
- b. Due to the nature of the bid solicitation, bids transmitted by epost Connect or facsimile will not be accepted.

### 2.3 Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

For the purposes of this clause:

**"Former public servant"** is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

**"Lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

**"Pension"** means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#)

## Former Public Servant in Receipt of a Pension

**As per the above definitions, is the Bidder a FPS in receipt of a pension?**

- ( ) Yes  
( ) No

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. Name of former public servant:
- b. Date of termination of employment or retirement from the Public Service:

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

**Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?**

- ( ) Yes  
( ) No

If so, the Bidder must provide the following information, and proceed to Section 3:

- a. Name of former public servant:
- b. Conditions of the lump sum payment incentive:
- c. Date of Termination of Employment:
- d. Amount of Lump Sum Payment:
- e. Rate of Pay on which Lump Sum Payment is Based:

- f. Period of Lump Sum Payment, including Start Date, End Date, and number of weeks:
- g. Number and amount of other contracts subject to the restrictions of a work force adjustment program:

#### **2.4 Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** business days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### **2.5 Applicable Laws**

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### **2.6 Improvement of Requirement During Solicitation Period**

- A. Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **2.7 Optional Site Visit**

- A. It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Wabush Airport, 2 Airport Road, Wabush, Newfoundland and Labrador on May 20, 2024. The site visit will begin at 2:00 p.m. Newfoundland Daylight Time (NDT), in room 222, Airport Boardroom, on second floor on the Air Terminal Building.
- B. Bidders are requested to communicate with the Contracting Authority by e-mail at [TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca](mailto:TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca), no later than May 16 2024, 3:00pm NDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



## 2.8 Bid Challenge and Recourse Mechanisms

- A. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- B. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](https://buyandsell.gc.ca/) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
- (i) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#); and
  - (ii) Canadian International Trade Tribunal (CITT).
- C. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

- A. The Bidder must submit its bid electronically. Canada request that the Bidder provide their bid in separate documents as follows:
- Section I: Technical Bid (one (1) soft copy, submitted by e-mail)
  - Section II: Financial Bid (one (1) soft copy, submitted by e-mail)
  - Section III: Certifications not included in the Technical Bid (one (1) soft copy, submitted by e-mail)
  - Section IV: Additional Information
- B. It is recommended that all electronic documents be submitted using PDF file format
- C. **Prices must appear in the financial bid (Section II) only. No prices must be indicated in any other section of the bid.**

### **3.2 Submission of Only One Bid**

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
- (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### **3.3 Substantial Information**

- A. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:
- (i) **Attachment 1 to Part 4 titled "Evaluation Criteria".**

### 3.4 Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### 3.5 Section II: Financial Bid

- A. For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the **Pricing Schedule** detailed in **Attachment 1 to Part 3**.

#### 3.5.1 Electronic Payment of Invoices – Bid

- a. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex “F” - Electronic Payment Instruments**, to identify which ones are accepted.
- b. If **Annex “F” - Electronic Payment Instruments** is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- c. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### 3.5.2 Exchange Rate Fluctuation Risk Mitigation

- 1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- 4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- 5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### 3.6 Section III: Certifications

- A. Bidders must submit the certifications and additional information required under Part 5.

**3.7 Section IV: Additional Information**

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

1. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Unit of Measure Rate for each Item must be submitted.
2. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
3. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
4. Travel and living expenses will not be reimbursed under this contract.
5. **Cost Breakdown**

**5.1 Price for the Contract Period (June 3, 2024 to March 30, 2025)**

Description	Unit of Measure	All-inclusive Rate	Quantity	Total Price (rate x quantity)
Daily janitorial duties as per the frequencies listed in the Appendix A, Statement of Work, and per the requirement indicated in Section 6.0 – Requirements.	Weekly Cost	\$ _____	43 Weeks	\$ _____
Firm all-inclusive price for all materials and supplies, including equipment cost (maintenance and repairs), Contractor's overhead, uniforms and all other costs related to the cleaning services.	Weekly Cost	\$ _____	43 Weeks	\$ _____
Additional services to be provided on an "As and When Requested Basis" for additional cleaning services as required	Hourly	\$ _____	80 Hours (estimate)	\$ _____
<b>Total Evaluated Price for the Contract Period (applicable taxes excluded):</b>				<b>\$ _____</b>

**NOTE:**  
The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and will be used to for evaluation purposes. 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.

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "MUST" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory technical requirement will be declared non-responsive and be disqualified.

The mandatory technical criteria are described in **ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA**.

#### **4.1.2 Financial Evaluation**

- (i) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- (ii) The evaluated price will be the Total Evaluated Price of Contract Period (applicable taxes extra) from ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE. The price used in the evaluation will be the Total.
- (iii) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Lowest Evaluated Price, Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA**

**Title: Janitorial Services for Wabush Airport**

**Mandatory Evaluation Criteria**

1. The Proposals **MUST** meet all of the following mandatory requirements. The Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. Note that the evaluation team reserves the right to contact any reference provided.
3. The mandatory evaluation criteria are:

**ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.**

No.	Mandatory Criteria	Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES (for TC use only)	
			MET / NOT MET	COMMENTS
<b>M1</b>	<p>The Bidder <b>MUST</b> have a minimum of one (1) year experience in providing janitorial services in a large building area.</p> <p>The Bidder <b>MUST</b> demonstrate that they have experience providing janitorial services by referencing a minimum of two (2) projects that have been rendered within the past five (5) years from the date of bid closing. For the purpose of this mandatory criteria, the bidder <b>MUST</b> show that it has provided the range and scope of janitorial services comparable to those described in ANNEX “A” - Statement of Work (SOW) (see also Annex “H” for reference).</p> <p><b>*Please provide the start and completion date of each project</b> (provide month and year).</p> <p>To be compliant, each project example must demonstrate how the bidder carried out and managed each of the janitorial services listed under Section 6.0 in the SOW, and each project example must include the following information:</p> <ol style="list-style-type: none"> <li>1. Description of Project or Contract;</li> <li>2. Name and location of organization for whom the janitorial services was provided;</li> <li>3. Telephone of contact of the organization;</li> <li>4. The type of operating environment such as but limited to, factory, office or medical</li> </ol>			

	<p>facility;</p> <p>5. Length of time your firm provided the janitorial services to the organization named at article 2. Above; and</p> <p>6. Square meters of area covered by the janitorial services.</p>			
<b>M2</b>	<p>The Bidder <b>MUST</b> demonstrate that each of the personnel performing the work meet the experience specified in the mandatory criteria M1. Please provide the following information for each personnel:</p> <ol style="list-style-type: none"> <li>1. The name of the client organizations to whom the services were provided;</li> <li>2. The name, telephone number, and if applicable the email address of a representative of the client organizations;</li> <li>3. A brief description of the type and scope of the services that meet the identified criteria; and</li> <li>4. The dates and duration of the work experience (provide start and end date of each work experience, provide month and year).the years/months of engagement and the start and end dates of the work).</li> </ol>			



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.0 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

- A. Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

- A. SACC Manual clause: [A3025T](#) (2020-05-04) Former Public Servant – Competitive Bid ([complete section 2.3 Former Public Servant at page 6-7](#))

#### **5.1.3 Security Requirements - Required Documentation**

- A. In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form, found as Attachment to Part 5 titled "Application for Registration (AFR)", to be given further consideration in the procurement process.
- B. Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

#### **5.1.4 Set-aside for Indigenous Business**

- A. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>) of the *Supply Manual*.

B. The Bidder:

- (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

C. The Bidder must check the applicable box below:

- ( ) (i) The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ( ) (ii) The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

D. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

E. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**5.1.4.1 Owner Certification - Set-aside for Indigenous Business**

A. If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

- (i) I am an owner of \_\_\_\_\_ (insert name of business), and an Indigenous person, as defined in [Annex 9.4 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the Public Services and Procurement Canada (PSPC) [Supply Manual \(https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual\)](https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual) entitled "Requirements for the Set-aside Program for Indigenous Business".
- (ii) I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

#### **5.1.4.2 Set-aside under the Procurement Strategy for Indigenous Business**

- A. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the *Supply Manual*.
- B. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.
- C. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

- A. The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

- A. In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwpsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwpsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. (**Complete and provide ANNEX "G"**)

##### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

##### **5.2.3 Additional Certifications Precedent to Contract Award**

###### **5.2.3.1 Certifications – Bid**

- A. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

###### **5.2.3.2 Status and Availability of Resources**

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an

individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**ATTACHMENT 1 TO PART 5 - APPLICATION FOR REGISTRATION (AFR)**

- A. The Application for Registration (AFR) is attached as separate documents titled:
- (i) "CONTRACT SECURITY PROGRAM (CSP)  
APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities"; and
  - (ii) "CONTRACT SECURITY PROGRAM (CSP)  
INITIAL INTERNATIONAL SECURITY SCREENING FORM".

## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

- A. Before award of a contract, the following conditions must be met:
- (i) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- B. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- C. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Insurance Requirements**

- A. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the Annex titled "Insurance Requirements".
- B. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 7.1 Security Requirements

7.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### Security requirement for Canadian supplier:

1. The Contractor/Offeror personnel requiring access to sensitive work site(s) MUST EACH hold a valid RELIABILITY STATUS, granted or approved by Transport Canada (TC).
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the TC.
3. The Contractor/Offeror must comply with the provisions of the:
  - (i) Security Requirements Check List and security guide (if applicable), attached at **Annex "C"**.

### 7.2 Statement of Work

A. The Contractor must perform the Work in accordance with the Statement of Work at **Annex "A"**.

### 7.3 Standard Clauses and Conditions

A. All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

A. [2010C](#) (2022-12-01), General Conditions - Services (medium complexity), apply to and form part of the Contract.

**2010.01 Contract Terms Definitions, see Annex "H".**

#### 2010.02 Standard clauses and conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### 2010.03 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### 2010.04 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### 2010.05 Conduct of the Work

1. The Contractor represents and warrants that:

- a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
- a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### **2010.06 Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

#### **2010.07 Time of the essence**

It is essential that the Work be performed within or at the time stated in the Contract.

#### **2010.08 Excusable delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### **2010.09 Inspection and acceptance of the Work**

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2010.10 Invoice submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **2010.11 Taxes**

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **2010.12 Payment period**

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2010.13 Interest on overdue accounts**

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"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 (Payments Canada);

"date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### **2010.14 Audit**

1. To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Contractor must maintain complete and accurate records of the estimated and actual cost of the Work.
2. Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations,

- reconciliations and assumptions made by the Contractor in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood or theft.
3. The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
  4. These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.
  5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
  6. Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
  7. The Contractor must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Contractor, to comply with the requirements of this clause as if they were the Contractor.

#### **2010.15 Compliance with applicable laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **2010.16 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **2010.17 Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2010.18 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

#### **2010.19 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no

effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## **2010.20 Suspension and Termination**

### **2010.20.1 Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### **2010.20.2 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### **2010.20.3 Termination for convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
  - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PSPC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and

- c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **2010.21 Right of set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### **2010.22 Conflict of Interest and Values and Ethics Codes for the Public Service**

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.

#### **2010.23 Contingency fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4<sup>th</sup> Supplement).

#### **2010.24 International sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.

#### **2010.25 Integrity provisions—contract**

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can

be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

#### **2010.26 Harassment in the workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **2010.27 Entire agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **2010.28 Access to information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **2010.29 Code of Conduct for Procurement—contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

### **7.3.2 Supplemental General Conditions**

- A. Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

- A. The period of the Contract is from June 3, 2024 to March 30, 2025 inclusive.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

- A. The Contracting Authority for the Contract is:

Name: Suzanne LeBreton  
Title: Senior Contracting Officer

Department: Transport Canada  
Address: Heritage Court  
6<sup>th</sup> Floor - 95 Foundry Street  
Moncton, New Brunswick  
E1C 8K6  
Telephone: 506-961-9268  
E-mail address: [TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca](mailto:TC.ATLcontractingservices-servicesdesmarchesATL.TC@tc.gc.ca)

- B. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the 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 Contracting Authority.

### 7.5.2 Project Authority

- A. The Project Authority for the Contract is: *(to be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. The Technical Authority named above is the representative of the department or agency 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. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work.

### 7.5.3 Contractor's Representative *(to be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment: Cost reimbursable – Limitation of expenditure

- A. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$ \_\_\_\_\_ *(amount to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75% committed, or
  - (ii) four months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Terms of Payment - Monthly Payment

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. all such documents have been verified by Canada;
  - c. the Work delivered has been accepted by Canada.

**ANNEX "E" – HOLDBACK** applies to the terms of payment.

### 7.7.4 Electronic Payment of Invoices – Contract

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): (*to be inserted at contract award*)
- (i) Visa Acquisition Card;
  - (ii) MasterCard Acquisition Card;
  - (iii) Direct Deposit (Domestic and International);
  - (iv) Electronic Data Interchange (EDI);
  - (v) Wire Transfer (International Only); and
  - (vi) Large Value Transfer System (LVTS) (Over \$25M).

### 7.8 Invoicing Instructions

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



- B. Each invoice must be supported by:
1. Indicate the Contract number **T2062-230040**;
  2. Indicate the Contractor's GST/HST Registration Number;
  3. Indicate the period for which the service were rendered;
  4. Indicate the total number of hours worked;
  5. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  6. 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.

C. Invoices must be distributed as follows:

1. The original and 1 copy must be forwarded to the following address for certification and payment:  
  
One (1) copy must be forwarded to the **Project Authority** identified in section 6.5.2 of the contract.
2. The Contractor may provide, in lieu of a hard copy, a PDF copy of the original invoice along with any required supporting documentation to:  
  
ATT: \_\_\_\_\_ (to be inserted at contract award)  
Email: \_\_\_\_\_ (to be inserted at contract award)
3. By submitting a PDF copy, the Contractor certifies that the PDF copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Technical Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

- A. Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

- A. The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html)" list (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.10 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (insert the name of the province or territory as specified by the Bidder in its bid, if applicable).

### 7.11 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (i) the Articles of Agreement;
  - (ii) the supplemental general conditions: [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules
  - (iii) the general conditions: [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
  - (iv) Annex A, Statement of Work;
  - (v) Annex B, Basis of Payment;
  - (vi) Annex C, Security Requirements Check List;
  - (vii) Annex D, Insurance Requirement;
  - (viii) Annex E, Holdback
  - (ix) Annex F, Electronic Payment Instruments;
  - (x) Annex G, Integrity Verification Form;
  - (xi) Annex H, Airport Floor Plans;
  - (xii) the Contractor's bid dated \_\_\_\_\_ (*date of bid to be inserted at contract award*)

### 7.12 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred because of non-compliance with immigration requirements.

### 7.13 Insurance – Specific Requirements

- A. The Contractor must comply with the insurance requirements specified in **Annex “D”**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- B. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- C. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.14 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.15 Government Site Regulations

- A. The Contractor must comply with all regulations, instructions, and directives in force on the site where the Work is performed.

## 7.16 Dispute Resolution

- A. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- B. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- C. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- D. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

### 7.16.1 Dispute Resolution - Office of the Procurement Ombudsman

- A. The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other Party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#).

## **ANNEX "A" – STATEMENT OF WORK**

### **Janitorial Services for the Wabush Airport**

#### **1.0 Purpose**

##### **1.1. Objective:**

Transport Canada has a requirement to procure Janitorial Services to ensure that cleaning services are carried out for the traveling public and its employees at the Wabush Airport, in Wabush, Newfoundland and Labrador.

#### **2.0. Terminology**

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

**“Cleaning”** means that work, involving duties, which must be performed on a daily, weekly, monthly, shift, and any other regular or miscellaneous cleaning on an “as when required basis”.

**“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.

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

#### **3.0 Scope of Work**

The Contractor will provide janitorial services on a daily basis, which includes garbage (waste) disposal inside and outside of the airport entrances, for the duration of the contract. The Contractor is to supply all labour, materials, equipment and supervision necessary to perform cleaning services at the Wabush Airport, in Wabush, Newfoundland and Labrador, as specified in this Statement of Work and Site Plans provided.

#### **4.0 Contractor’s Resources Requirements**

##### **4.1 Interviewing**

- A. The Contractor must agree to carry out a standardized structured interview for each applicant and to conduct a background investigation to confirm the integrity, claimed work experience, training and qualifications of the applicant.
- B. The Contractor will certify to the Departmental Representative that each accepted employee prior to his/her work assignment have met the above criteria.
- C. The performance of the work is of a visible and time-critical nature in view of the ongoing operational volumes of passenger traffic. To this end, the Contractor is required to maintain sufficient qualified employees on call to minimize non-performance of this Contract.

**5.0 Training RequirementsSecurity**

- A. Upon award of contract, the contractor must meet with the Departmental Representative to discuss the requirements of these Terms of Reference and attend a security briefing meeting.
- B. The Contractor will comply with all airport policies, procedure and regulations related to security and will instruct each employee, in his/her official language of choice, of such requirements and obtain their written acknowledgment of their understanding of such requirements.
- C. The Contractor is responsible to ensure that all employees are fully aware of and comply with site security regulations and requirements, and to provide at the Contractor's cost, translations in the employees working language(s), if necessary.

**5.2 Requirements**

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

**5.3 Training Expenses**

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.

**5.4 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.

**6.0 Requirements:**

**6.1 Requirements for Cleaning Duties and Frequencies**

- A. Tasks are to be carried out by the Contractor to maintain the Airport in a high condition of cleanliness.
- B. The Contractor shall carry out the required tasks on a daily, weekly or monthly basis, or as per frequency indicated.
- C. 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.

**6.2 Exterior of Air Terminal Building**

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

Empty exterior garbage cans.	Daily as required
------------------------------	-------------------

### 6.3 Entrance (Vestibules)

Cleaning Duties	Frequency
Clean both sides of all glass doors, and glass partitions.	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	As Required
Vacuum all entry walk-off mats and floor grills using a wet/dry vacuum.	As Required
Dust mop all hard surface floors with treated dust mop.	As Required
Using a damp mop, mop entire hard surface area.	Daily
Wet mop entrances and remove excess water with a wet vacuum.	As Required
Mop up all stains and spills.	As Required
Clean all ceiling vents, door frames, window frames and window sills.	Bi-Annually
Dust and damp wipe all light fixtures and all track ceiling.	Once per year
Dust all chair and table legs and rungs, baseboards, ledges, moldings, and other low reach areas.	Weekly
Dust and wipe Pay on foot machines	As Required
Wipe off luggage carts (handles, high usage areas)	Daily as required

### 6.4 Public Areas Air Terminal Building (Including Passenger Ticketing Area)

Cleaning Duties	Frequency
Pick up all litter and debris, empty waste receptacles, replace liners if required and wipe any soiled containers.	As required
Using a damp cloth, wash/dust all horizontal surfaces and all high reach areas.	Daily
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc.).	Weekly
Clean walls.	Annually
Clean all ceiling vents.	Every 6 months
Clean all light fixtures.	Once per year
Clean all partition and door glass.	Daily
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges and stains.	Daily
Clean and polish all drinking fountains using germicidal solution, removing watermarks, scale and splashes on sides and on front.	Daily
Remove all chewing gum and like substances from all floor surfaces.	As Required
Mop up all stains and spills. Isolate area using stanchions, rope and wet floor signs.	As Required
Dust mop all hard surface floors.	Daily
Damp mop floors.	Daily
Scrub floors using floor machine.	Daily
Damp mop all those areas not accessible to floor machine.	As Required
Clean baggage carousel.	Weekly
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.5 Security Screening Area

<b>Cleaning Duties</b>	<b>Frequency</b>
Pick-up litter and debris and empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Clean all windows, partitions, and door glass.	Weekly
Spot clean all horizontal and vertical surfaces, removing fingerprints, smudges, and stains.	Daily
Dust and damp wipe security screening equipment and surrounding area and underneath.	Daily
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc...).	Daily
Dust mop all hard surface floors, including under seating and screening equipment.	Daily
Remove all chewing gum and like substances from hard surface floors.	As Required
Damp mop floors.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.6 Rental Car Area

<b>Cleaning Duties</b>	<b>Frequency</b>
Pick up all litter and debris.	Daily
Empty waste receptacles replace liners, if required and wipe any soiled containers.	Daily
Using a damp cloth, wash/dust all horizontal surfaces and all high reach areas.	Daily
Clean walls.	Every 6 months
Dust and damp wipe all furniture (chairs, counters, tables, cabinets, etc.).	Daily
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Mop up all stains and spills. Isolate area using stanchions, rope and wet floor signs.	As Required
Dust mop all hard surface floors.	Daily
Remove all chewing gum and like substances from hard surface floors.	As Required
Damp mop all floors.	Daily
Clean all ceiling vents.	Every 6 months
Clean light fixtures.	Once per year
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.7 Washrooms

<b>Cleaning Duties</b>	<b>Frequency</b>
Pick up all litter and debris and empty washroom waste containers and replace liners.	As Required
Wash all trash containers using germicidal detergent.	As Required
Replenish all washroom supplies. ***soap must be compatible with the dispensers (non-rusting), and must be sulfate free.	As Required
Using a damp cloth, wash/dust and disinfect all horizontal surfaces.	As Required
Using a germicidal solution, spot clean all stains and spills (including chewing gum).	As Required
Spot clean all architectural metals.	As Required

Using a germicidal solution, thoroughly clean all toilets and urinals inside and outside. Wipe and polish all chrome fixtures.	As Required
Using a germicidal solution, thoroughly clean all sinks including undersides and pipes. Wipe and polish all chrome fixtures.	As Required
Using a germicidal solution wipe walls and partitions around toilets, urinals and sinks.	As Required
Clean mirrors.	As Required
Remove graffiti using appropriate cleaner.	As Required
Dust mop all hard surface floors with treated dust mop.	As Required
Damp mop floor using a germicidal solution.	As Required
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Wash and sanitize all walls, interior of cubicles, and areas surrounding urinals.	Weekly
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.8 Stairs – Hard Surface

Cleaning Duties	Frequency
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
Damp mop all stairs and landings.	Daily

### 6.9 Boardroom

Cleaning Duties	Frequency
Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust all horizontal surfaces and high reach areas.	Daily
Spot clean all horizontal and vertical surfaces removing fingerprints, smudges and stains.	Daily
Steam clean all carpet areas using hot water extraction method.	Every 6 months
Spot clean carpeted area, vacuum carpets.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Using a damp mop, mop entire hard surface area.	Daily
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Clean TV and stand.	Every 3 months
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.10 Offices, Corridors and Hallways – Carpet

Cleaning Duties	Frequency
-----------------	-----------



Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, filling cabinets, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required
Damp wipe all telephones with germicidal solution, including ear and mouthpiece.	Daily
Vacuum all carpeted traffic lane areas.	Daily
Steam clean all carpet areas using hot water extraction method.	Every 6 months
Using approved spotter, spot clean-carpeted areas.	As Required
Clean all partition and glass.	Weekly
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

#### 6.11 Offices, Corridors and Hallways – Tile

Cleaning Duties	Frequency
Empty waste receptacles, replace liners and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	Weekly
Spot clean all walls, light switches and doors.	As Required
Strip, wash and wax floors.	Minimum once a year
Damp wipe all telephones with germicidal solution including ear and mouth piece.	As Required
Mop up all stains and spills.	As Required
Dust mop all hard surface floors with treated dust mop.	Daily
Using a damp mop, mop entire hard surface area.	Daily
Using a high-speed machine, spray buff all hard surface areas.	As Required
Clean all partition and door glass.	As Required
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

#### 6.12 Lunchrooms (Air Terminal Building and Combined Services Building)

Cleaning Duties	Frequency
Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Damp wipe all lunchroom tables.	Daily
Using a cloth dampened with germicidal solution, damp wipe all horizontal surfaces.	Daily
Using a germicidal solution, spot clean all vertical surfaces.	Daily

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
Clean all partition and glass.	As Required
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Open electric range ovens; remove metal racks, clean off baked-on foods and grease by using spray oven cleaners. Clean off oven spray cleaner, damp cloth, replace racks.	Every 6 months
Remove electrical range top elements and catch trays. Clean off baked-on foods, replace trays and elements. Procedure also applies to counter top elements.	Every 6 months
Clean electrical range cook top surfaces	Daily
Clean inside of microwave ovens and side moldings.	Every 6 months
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
Using a germicidal solution, thoroughly clean all sinks, wipe and polish all chrome.	Daily
Clean all kitchen facilities.	As Required
Strip, wash and wax floors.	Minimum once a year
Clean carpet in common lunchroom on 1 <sup>st</sup> floor	Every 6 months
Steam clean carpet in common lunchroom on 1 <sup>st</sup> floor using hot water extraction method.	Every 6 months
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.13 Baggage Handling Areas

Cleaning Duties	Frequency
Pick up all litter.	Daily
Vacuum, sweep and scrub all floors.	Weekly
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly

### 6.14 Elevator

Cleaning Duties	Frequency
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
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Clean and polish all chrome/stainless steel features using appropriate cleaner	Weekly

### 6.15 Other Rooms Cleaning

Cleaning Duties	Frequency
-----------------	-----------

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

**6.16 Flight Service Station (FSS) including Windows**

<b>Cleaning Duties</b>	<b>Frequency</b>
Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required
Steam clean all carpet areas using hot water extraction method.	Every 6 months
Using approved spotter, spot clean-carpeted areas.	As Required
Clean all partition and glass.	Daily
Clean all ceiling vents.	Every 3 months
Clean all light fixtures and all track ceiling.	Once per year
Dust high and low areas (pictures, clocks, filing cabinets, desks, etc.).	As Required
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Wash FSS windows inside once a week minimum and outside when required.	As Required

**\*\*\*All computers and other electronics in FSS to be excluded and cleaned by NAV Canada staff only.**

**6.17 All Other Windows except Flight Service Station**

<b>Cleaning Duties</b>	<b>Frequency</b>
As required on request	As required

**6.18 Combined Services Building (Including Firehall)**

<b>Cleaning Duties</b>	<b>Frequency</b>
Empty waste receptacles, replace liners if required and wipe any soiled containers.	Daily
Dust high and low areas (pictures, clocks, partition tops, etc.).	As Required
Using a damp cloth, wash/dust all horizontal surfaces.	Daily
Clean all walls, light switches and doors.	As Required
Clean all ceiling vents.	Every 6 months
Clean all light fixtures and all track ceiling.	Once per year
Dust high and low areas (pictures, clocks, filing cabinets, desks, etc.)	As Required
Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Dust all baseboards, ledges, moldings, door frames, window sills and other low and high reach areas.	Weekly
Clean sink in garage.	As Required
Vacuum all carpeted areas.	Daily
Steam clean all carpet areas using hot water extraction method.	Every 6 months
Using approved spotter, spot clean-carpeted areas.	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

**8.0 AssignmentsGeneral**

- A. The Contractor must provide one resource at all times to be on site for the requirement of Cleaning Services, that must be provided Monday through Sunday, between the hours of 6:00am to 10:00pm (16 hours per day), per the frequencies listed in sections 6.0 and 7.0 of the Cleaning duties.
- B. Time and schedule may increase/decrease according to air carrier scheduling, and as requested by the Departmental Representative. Any additional hours will be paid on an “as and when required basis” hourly rate as identified in the ATTACHEMENT 1 to PART 3 - Pricing Schedule, section 5. Cost Breakdown.

**9.0 Access to Buildings**

- A. The Airport Security Office has been designated as a place where all employees will sign “In and Out”, entering time of arrival and departure on the sheets provided, which will form the daily register substantiation for payment claims. Under no circumstances in the duration of this contract will the Contractor remove the daily register from this office unless the Departmental Representative gives prior agreement.
  - 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.
- B. 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.
- C. 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.
- D. Keys to buildings and offices will be issued to the supervisor individuals and must be left at the Security Desk at the end of each shift.
- E. Locked offices and storage areas are to be cleaned when scheduled or when required.
- F. Employees are not permitted to loiter in the building before or after work.
- G. Employees are to note that the entire Air Terminal Building and Combined Services Building are designated Non Smoking areas.

**10.0 Contractor’s Responsibilities**

**10.1 Building Security, Locking and Unlocking Doors, etc.**

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

**10.2 Transportation**

Where the work is to be performed at more than one building at the site, the Contractor is to provide means of transportation for the employees between the buildings at the work site at the Contractor’s

own expense. No allowance for travel has been made in the specified weekly hours in the Offer and Acceptance.

### **10.3 Employee Assignments**

The Contractor shall:

- A. Issue each employee with their assigned duties and Quality Standards Section both translated, if required, into the employee's language at the Contractor's cost, and appropriate cleaning equipment and materials;
- B. Instruct each employee to perform only the duties indicated in their assignments;
- C. 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.
- D. Move and replace furniture as required for the cleaning.
- E. Do not place chairs, wastepaper baskets, etc. on desks, tables or workbenches during cleaning operations.
- F. Ensure cleaning solutions do not seep under furniture legs, file cabinets or partitions.
- G. Empty outside ashtrays or cigarette receptacles into separate metal containers and wipe clean with damp cloth. Leave contents in metal containers overnight soaking in water before disposing.
- H. 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.

### **10.4 Occupational Health and Safety**

- A. 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 His Majesty, and shall pay for all permits, taxes and certificates required in respect of the execution of the work. A site-specific health and safety plan will be submitted to the Departmental Representative prior to the start of any work on the Contract. No on-site work will be undertaken prior to the receipt and review of the safety plan from the Departmental Representative. This review does not ensure/imply approval of this plan. The Contractor is to be in good standing with the Workplace Health and Safety and Compensation Commission of Newfoundland and Labrador.
- B. 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.

- C. The Contractor will observe, exercise, use caution, post signs and wear safety vests when and where applicable, to avoid injury to persons or property, or annoyance to, or undue interference with, the public and operations in the building.
- D. 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.
- E. 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.
- F. 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.
- G. The use of gasoline, highly flammable solvents or cleaning materials is prohibited inside all the buildings, which are to be cleaned under this Contract.
- H. The Contractor will post and enforce "No Smoking" signs in all Cleaners' closets and eating area.
- I. The Contractor will prohibit the use of hotplates and other electric utensils in all Cleaners' closets.
- J. In accordance with the Canada Labour Code, employees shall wear a high visibility vest while performing exterior duties on groundside or airside.

#### **10.5 Exclusive Use of Personnel**

- A. Employees assigned to cleaning 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.
- B. 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.

#### **10.6 Lost and Found**

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

#### **10.7 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.

#### **10.8 Information to Employees**

- A. 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;
  - Post Orders.
- B. Copies of the above information are to be made available by the Contractor to the Departmental Representative, prior to posting.

#### **10.9 Employee Uniforms**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

#### **10.10 Employee Parking**

- A. The Contractor will arrange for up to two (2) parking areas at a cost of \$60.00 per month each, payable by the Contractor with the appropriate Departmental Representative. Staff vehicles are to be parked in assigned parking spaces only.
- B. There is a \$30.00 monthly surcharge in effect for electrical plug-ins (per space) from November 1 to April 30 each year, subject to increase/decrease.
- C. Parking permits for employee vehicles are available from Airport Manager's Office and must be visibly displayed in vehicle windshield.

#### **10.11 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.

#### **10.12 Identification Cards, Security Passes and Keys**

- A. 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.
- B. 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.
- C. The Contractor will protect and secure all keys entrusted to him/her and return them to the Departmental Representative on termination of the Contract.

- D. 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 Contractor's monthly payments to cover replacements and administrative costs:
- Each pass - [\$150.00]
  - Each key - [\$100.00]
- a. This is in addition and without prejudice to any other remedy the Departmental Representative may have under this Contract, the Contractor and the employee will be obligated to attend an interview with the local police or other designated airport security authority to record the details of the loss, at the Contractor's cost.

## **11.0 Materials, Equipment, Supplies and Storage – Contractor's Responsibility**

### **11.1 General**

- A. The Contractor will submit to the Departmental Representative a complete list of all materials and equipment conforming to the requirements of these sections: "Materials and 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.
- B. 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.
- C. Liquid supplies will be kept in metal or plastic containers, which the Cleaners will be able to carry to the actual place of application.
- D. The Departmental Representative may take samples of Contractor's materials and test them to ensure that they comply with the standard specified.
- E. 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.

### **11.2 Materials and Equipment**

- A. The Contractor shall ensure that all products used in the work place are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS) 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.
- B. 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.
- C. The Contractor shall use only cleaning products and supplies that are environmentally friendly and biodegradable.
- D. 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.
- E. 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.



- F. 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.
- G. 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.
- H. The Contractor shall supply or enter into contract with company to supply and maintain and refill touchless soap dispensers in all washrooms in the Air Terminal Building and Combined Services Building.
- I. The Contractor shall supply or enter into and maintain a contract with company to supply and maintain Feminine Hygiene Disposal Units for all female and general use washrooms in the Air Terminal Building. (Total of 8 units will be required).
- J. The Contractor shall supply or enter into contract with company to replenish dispensers with tampons and feminine napkins in Air Terminal Building.

### **11.3 Minimum Required Equipment for Cleaning**

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

- A. One caddie bag service cart complete with brackets, minimum 180-litre capacity, dark colored, waterproof collection bag and pockets.
- B. One floor machine with 425-525 mm brush diameter, minimum 145 p.m. brush speed, complete with pad holding attachment plate similar to "3\_M Interlock", complete with accessories.
- C. One 45-litre capacity wet/dry tank type vacuum, with polyethylene tank complete with wet and dry pick-up attachments.
- D. Two carpet vacuums complete with accessories, 500 mm cleaning width, and fully adjustable beater brush and non-marking bumpers.

### **11.4 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, complete with separate metal container for ashes.
- Short-handled, small triangular dust mop (untreated) for low and high dusting.
- Manual carpet sweeper suitable to be carried on cleaner cart.
- Dusting mitts, and clean cloths.
- Two sponges.
- Ten liter plastic pail.
- Plastic spray bottle with glass cleaner solution.
- Plastic spray bottle with detergent solution.
- One liter bottle with clear water.
- Radiator brush for dusting hard-to-get-at and rough surfaces.
- One liter plastic bottle of detergent.
- Small funnel and ¼ - litre measuring cup.
- Stainless steel polish.
- One liter plastic bottle of lotion-type cleanser.
- One small wire strainer and large metal slotted spoon for sifting sand in urns.

- Putty knife with 25 mm wide blade.
- Plastic liners for waste receptacles (disposable).

**Rest room cleaning equipment and materials:**

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

- Toilet paper and towels.
- Hand soap as per section **11.2, H**.
- One liter plastic jug of cleaner disinfectant with dispensing pump or one liter plastic bottle of cleaner disinfectant.
- Bowl brush or mop (if brush is used, wire must be plastic coated).
- One liter plastic bottle of bowl cleaner.
- Cleaner disinfectant in spray bottle.
- Plumbers' plunger.
- Deodorant screens for urinals

**Routine carpet care equipment and materials:**

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

**Routine floor care equipment and materials:**

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

**Routine window care and materials:**

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

**11.5 Cleaning Materials to be provided by Contractor**

Materials to be used by the Contractor in performing the work will conform to the following minimum 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.

### **11.6 Substitution of Materials and Equipment**

- A. No substitution of specified materials and equipment on the Contractor's part will be permitted without the prior written approval of the Departmental Representative.
- B. 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.
- C. 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.
- D. 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.

### **11.7 Contractor's Material Storage and Office Space**

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

### **11.8 Garbage Storage**

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

## **12.0 Equipment Maintenance**

It is understood and agreed that the Contractor shall be responsible for the maintenance of their equipment and will repair and/or replace it in the event of any loss or neglectful damage. The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by Transport Canada.

## **13.0 Employee Standards**

- A. 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:

- (a) Chewing gum, smoking or eating food on posts except at non-public night watchmen stations or while on lunch break or in rest rooms;
  - (b) late for duty;
  - (c) evidence of alcohol or drug abuse;
  - (d) vacating his or her post without authority;
  - (e) on post without prescribed personnel equipment, where applicable, such as radio, keys, notebook, etc.;
  - (f) tampering or playing with government property;
  - (g) overstaying coffee or lunch breaks;
  - (h) derogatory remarks about the federal government and the job;
  - (i) not complying written or oral instructions from the Departmental Representative.
- B. 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.
- C. The Contractor will provide qualified, experienced resources in the conduct of the work.
- D. The Contractor will perform quality assurance spot checks on a regular basis to ensure that its resources are meeting this high standard of service.

## **14.0 Cleaning Quality Standards**

The cleaning quality standards level expected under this Contract is level 1: Orderly Spotlessness/no visible soil; No build-up of dirt, dust, stains or streaks; Trash containers to contain no more than daily waste. Under these standards, soil will be removed before being allowed to accumulate in the Routine Cleaning.

The level of cleanliness required is to adhere to general health and sanitation standards (bacteria free).

### **14.1 Exterior**

#### **14.1.1 Policing:**

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

#### **14.1.2 Sweeping:**

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

#### **14.1.3 Entrances:**

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

### **14.2 Floor Maintenance**

14.2.1 Sweeping/Dust Mopping/Spot Cleaning:

1. There shall be no dirt, trash or other matter left in corners, behind or under freestanding radiators, under furniture or behind doors.
2. Floors shall be free of dust film. There shall be no dirt left where sweepings were picked up.

14.2.2 Damp and wet mopping:

1. All mopped areas shall be clean and free of surface stains, mop streaks and loose mop strands.
2. Walls, baseboards and other surfaces shall be free of watermarks and splashing.
3. Water or other cleaning solution shall not have been allowed to collect under furniture legs and cabinets.

14.2.3 Spray Buffing:

1. There shall be neither dust nor dirt left on the floor.
2. There shall be no muddying or rippling effect caused by over spraying.
3. The floor shall present an overall appearance of cleanliness.
4. Baseboards, equipment and furniture shall be free of spray residue.

14.2.4 Scrubbing/Stripping:

1. There shall be no surface dirt or stains visible when scrubbed.
2. There shall be no wax or finish buildup on the floor surface when stripped.
3. The furniture (excluding file cabinets) shall be moved for complete floor coverage.
4. Walls, baseboards and other surfaces shall be free of watermarks, splashing and scars from equipment.

14.2.5 Finishing (application of wax or floor finishes):

1. The floor shall be free of streaks, mop strand marks, skipped areas and other evidence of improper application.
2. The floor shall be clean and bright looking including in corners and under furniture.
3. There shall be no residue on walls, baseboards, furniture and other surfaces.

14.2.6 Vacuuming or Carpet Sweeping:

1. Carpets and rugs shall be clean and free from dust, dirt and other debris. Nap on rugs should be laid in one direction.
2. T mats shall be clean and carpet or rug area around and under T mats shall be free of dust and dirt.
3. Floor area under immediate edge of rugs shall be free of dirt and dust.
4. Bare floors around rugs shall be clean. No dirt shall be left in corners, under furniture, behind doors or radiators.

14.2.7 Miscellaneous:

1. Chairs, waste paper baskets, etc., shall not be placed on desks or tables during cleaning operations.
2. Furniture and equipment shall be replaced to the position it occupied prior to the commencement of the floor cleaning operations.

### **14.3 Walls**

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

### **14.4 Glass Door and Side Lights**

1. There shall be no streaks, smears or unwashed places on glass and all framing shall be clean.
2. There shall be no water on the floor sills or stools.

### **14.5 Polishing Metal Surfaces**

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

### **14.6 Miscellaneous**

1. Foot grills and recessed pans shall be free of dirt and debris after scheduled cleaning.
2. Walk-off mats shall be clean and dry.
3. Lobby and entrances shall be free of debris/litter.
4. Notice boards, directory boards and interior of fire hose cabinets including glass shall be clean.

### **14.7 Trash Removal**

1. All ashtrays and wastepaper receptacles shall be empty, cleaned and in place. Bottoms of ashtrays shall be dry before placing back on surface.
2. All paper and garbage receptacles shall be emptied. Plastic bags shall be replaced daily and the exterior of receptacles wiped clean.

### **14.8 Dusting**

1. There shall not be any dust or dust streaks on desks or other office furniture.
2. Glass tops on desk and tables shall be clean and free of finger marks and stains.
3. All pictures, plaques, etc., shall be free of dust.
4. Corners and crevices shall be free of dust.
5. Radiators, window stools, door ledges, frames, louvers, baseboards and partition ledges shall be free of dust and stains.

### **14.9 Spot Cleaning**

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

### **14.10 Damp Wiping**

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

### **14.11 Rest Room Cleaning and Servicing**

#### **14.11.1 Trash Removal:**

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

#### **14.11.2 Supplies:**

All dispensers of supplies shall be filled.

#### 14.11.3 Sanitary Receptacles:

1. All sanitary receptacles shall be emptied and disposal bags replaced daily.
2. All sanitary receptacles shall be free of odour, spots, stains and finger marks removed.

#### 14.11.4 Fixtures:

1. All surfaces of washbasins and all exposed piping shall be free of dust, dirt spots and stains.
2. All surfaces of flush tank, toilet seats, bowls and urinals shall be disinfected.
3. Plumbing fixtures shall be free of stains, soap buildup, dust and mold.

#### 14.11.5 Dispensers, Walls, Stall Partitions, Doors, Shelves, Mirrors, Ledges:

1. All dispensers, shelves, shelf brackets and ledges shall be free of finger marks, dust and stains. All mirrors shall be clean.
2. 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.

#### 14.11.6 Floors:

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

### **14.12 Staircase Cleaning**

#### 14.12.1 Sweeping and Dusting:

1. Stair landings, treads and corners of stair treads shall be free of dirt, dust streaks and debris/litter.
2. Stair railings, ledges, door moldings, radiators, window stools and grills shall be free of dust.

#### 14.12.2 Cleaning, polishing and wall spotting:

1. Glass, wood and metal surfaces shall be clean and free of all marks and dirt.
2. Handrails, doorknobs and other surfaces shall be clean and polished where applicable.
3. Walls up to a standing height shall be free of all marks.

#### 14.12.3 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.

### **14.13 Ashtrays outside ATB**

#### 14.13.1 Debris:

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

#### 14.13.2 Cleaning and polishing:

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

### **14.14 Drinking Fountains**

1. All fountains shall be disinfected. The porcelain, metal and/or enamel surfaces shall be clean and free of stains.
2. All other surfaces shall be free of spots, stains and streaks.

#### **14.15 Elevator Cleaning**

1. Floors, including corners, threshold plates and door tracks shall be clean. Floors shall be polished and slip-free.
2. Walk-off mats and floor underneath (when in place) shall be clean and dry.
3. Carpeted floors shall be free of dust, dirt and debris/litter.
4. Walls shall be free of dust, finger or splash marks, streaking and water marks.
5. Handrails and baseboards shall be clean and polished.
6. Doors and frames shall be free of finger marks, etc...

#### **14.16 Clocks, Pictures, Plaques**

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

#### **14.17 Lockers**

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

#### **14.18 Vertical and Horizontal Blinds**

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

#### **14.19 Wall and Ceiling Ventilators/Vents/Diffusers**

1. Shall be free of dust
2. Framework around ventilator shall be wiped clean.

#### **14.20 Exhaust Fans**

Wall area around fan shall be free of dust.

#### **14.21 Junction of Walls and Ceilings**

To be free of cobwebs.

#### **14.22 Window, Partition and Show Case Glass Cleaning**

1. Glass shall be clean on both sides and free of streaks.
2. Sash, sill and stool shall be clean and free of watermarks.
3. Items moved during the cleaning operation shall be returned to original location.

#### **14.23 Contractor's Space and Cleaner's Closets**

1. All floors shall be clean
2. All fixtures and walls shall be free of dust and stains.
3. Mop pails/trucks shall be empty and free of odors.



4. There shall be no waste paper, garbage or empty containers in the Cleaner's Closets.
5. There shall be no storage of flammable liquids in Cleaner's Closets.
6. All cleaning supplies and equipment stored in Cleaner's Closets must be kept in accordance with good housekeeping practices.
7. All unmarked containers shall be labeled as to their contents to comply with the W.H.M.I.S. Legislation.

## 15.0 Area Dimensions

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

### 15.1 AIR TERMINAL BUILDING - 1st FLOOR

Room #	Room Name	Area (sq. m)
100	Departures Vestibule	51.0
101	Mechanical	40.8 NIC
102	Ticketing Lobby	172.4
103	Stair	30.0
104	Staff Lounge	37.5
105	Security Office	20.8
106	Vestibule	5.5
107	Airline Ticketing	9.7
108	Airline Ticketing	9.7
109	Airline Ticketing	9.7
110	Flex Ticketing	5.6
111	Airline Ticketing	12.0
112	Airline Ticketing	9.7
113	CATSA HBS	40.5
114	CATSA Office	20.3
115	VEST	3.6
116	Waiting room	299.7
117	CATSA PBS	56.6
118	Secure Departure Lounge	154.9
119	Washroom	3.9
120	VEST	4.8
121	Baggage Claim	313.3
122	Vestibule	12.3
124	Vestibule	6.8
125A	Vestibule	12.2
125	Baggage Drop	14.4
126	Mechanical room	80.0 NIC
127	Car Rental	9.4
128	Car Rental	8.7
129	Corridor	16.2

130	Lockers	4.8
131	Electrical Room	39.4 NIC
132	Land Lines	10.3 NIC
133	Boiler Room	61.5 NIC
134	Storage	17.0
135	Restaurant Storage	19.1 NIC
136	Arrivals Vestibule	44.7
137	ANTE	13.5
138	Janitor	4.2
138A	Universal WR	5.0
139	Male WR	26.1
140	Female WR	25.5
141	Server	37.6 NIC
142	Kitchen	21.0 NIC
143	CORR	10.2 NIC
144	Vest	4.4 NIC
145	Washroom	4.3 NIC
146	Jan	1.5 NIC
147	Dinning	84
148	Bar	52.5 NIC
149	Office	12.0
150	Office	11.7
151	Office	10.6
152	Office	12.3
153	Cargo office	18.2
154	Cargo room	78.4
155	Office	12.0
156	Office	12.0
157	Office	14.4
159	Washroom	6.1
161	Office	11.1
162	LOBBY	12.7
164	Stair	16.7
165	Storage	1.2
166	Secure Passage	11.6
167	VEST	4.2
168	EMR	5.6
169	Baggage handlers	8.8
170	Washroom	3.2
171	VEST	5.6
172	Baggage room	113.5
173	VEST	7.4
174	Corridor	27.2

106A	Corridor	10.5
120A	VEST	4.8
126A	Plenum	7.0 NIC
143A	Pantry	4.0
154B	Pascan	5.5
154C	PAL	5.5
154D	PAL	16.3
154E	JAZZ	7.1
174A	CORRIDOR	9.8
174B	Corridor	18.1
<b>Level 2</b>		
	<b>Room Name</b>	<b>Area (sq. m)</b>
200	Stair	10.6
201	JAN	5.4
202	LOBBY	12.1
203	CORR	42.1
203A	CORR	4.3
204	Flight services station	79.7
205	FSS Lounge	7.1
206	FSS Lunch	27.1
208	Men's WR	5.0
209	Women's WR	5.0
210	Office	15.9
211	Office	15.8
212	Office	15.5
213	Office	14.5
214	Stair	23.4
215	General Office	30.9
216	Stock RM Closet	2.0
217	APM Office	16.7
218	Files	5.1
219	Workshop	31.0
220	Kitchenette	8.9
221	Equipment room	57.3
222	Boardroom ECC	41.4
223	Mechanical Room	56.3 NIC

**15.2 COMBINED SERVICES BUILDING -1st FLOOR**

Room #	Room Name	Area (sq. m)	Category
100	Urea Storage	50.40	NIC
101	Sand Storage	60.48	NIC
102	Maintenance Garage	587.82	NIC

103	Vestibule	2.90	-
104	Field Maintenance Office	13.90	-
105	Battery Room	7.40	NIC
106	Corridor	17.40	-
108	Washroom	8.40	-
109	Lunch Room	24.19	-
110	Tool and Parts Storage	22.20	NIC
111	Oil Storage	14.00	NIC
112	Field Tools Storage	11.80	NIC
113	Trades Workshop	56.84	NIC
113A	Storage Area	9.54	NIC
114	Janitor	7.95	-
115	Boiler Room	132.13	NIC
115A	Vacant Office	19.47	-
116	Tank Storage Room	61.70	NIC
117	EPU Room	48.70	NIC
118	Switch Gear Room	49.70	NIC
119	Regulator Room	39.56	NIC
120	Vestibule	3.00	NIC
121	Alarm Room	14.38	NIC-
122	Fire Chief Office	12.35	NIC
123	Fire Truck, Equipment Storage Area	162.00	NIC
124	Storage Room	13.96	NIC
125	Locker Room	10.00	NIC
126	Corridor	16.21	NIC-
127	Workshop	18.55	NIC
128	Vestibule	3.00	
129	Kitchen	37.21	
130	Washroom	9.85	
131	Dorm. and Training Room	36.04	

### 15.3 COMBINED SERVICES BUILDING – 2nd FLOOR

Room #	Room Name	Area (sq. m)	
201	Foam and Dry Chemical Storage Area (Mezzanine)	166.86	NIC
202	Mezzanine Storage	255.57	NIC
203	Building Maintenance Office	132.30	-

### 16.0 Reporting of Needed Repairs

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

### 17.0 Damage to the Buildings and Contents

- A. The Contractor is to ensure that all products are compatible with the surface on which they are used.
- B. 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.
- C. 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.
- D. The Contractor shall carry proper Insurance for the duration of this contract as indicated in the "Insurance Conditions".

### **18.0 Confidentiality of Information**

The Contractor agrees:

- A. not to reproduce, in any form, any portion of the contractual document;
- B. 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;
- C. to take all precaution in dealing with Confidential Information so as to prevent any unauthorized person from having access to such Confidential Information.
- D. 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.

### **19.0 Security Requirements**

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

### **20.0 Travel Requirements**

The resource will be required to travel to Wabush Airport, Newfoundland and Labrador, to complete the work. Travel and living arrangements are to be included in the weekly rate.

### **21.0 Work Location**

The work will be completed at Wabush Airport, in Wabush, Newfoundland and Labrador.

### **22.0 Support Provided by Canada ("His Majesty")**

#### **22.1 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.

#### **22.2 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.

#### **22.3 Flight Schedule**

A flight schedule will be provided at first meeting after Contract award.

### **23.0 Timeframe and Delivery Dates**

Work is to start at contract award for a period of 43 weeks.

**ANNEX "B" – BASIS OF PAYMENT**

**1. General**

- A. All values are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
- B. Offerors are required to provide an all-inclusive weekly rate for the period as noted below. The fixed rate must include all costs associated with providing these services.
- C. You will be paid your costs reasonably and properly incurred for the performance of the work as follows:

*(to be inserted at contract award)*

Item	Description of Deliverable	Weeks	All-Inclusive Firm Price
1	<p><b>Period of the Contract: June 3, 2024, to March 30, 2025</b></p> <p>For the provision of Janitorial Services, total tendered all-inclusive price for the contract period, as per the Cost Breakdown in Attachment 1 to Part 3 – Pricing Schedule.</p>	43	\$
<b>Evaluated Price (Applicable Taxes excluded):</b>			\$
<b>Applicable Taxes (15%):</b>			\$
<b>Total All-Inclusive Evaluated Price for the Period of Contract (taxes included):</b>			\$

## ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST

### Common Centralized Professional Services: Security Requirement Check list (SRCL)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat T2062-230040
Security Classification / Classification de sécurité UNCLASSIFIED

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

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





Contract Number / Numéro du contrat T2062-230040
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

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

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

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Government of Canada /  
Gouvernement du Canada

Contract Number / Numéro du contrat T2062-230040
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET / SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET / NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / Protégé			CONFIDENTIAL / CONFIDENTIEL	SECRET / SECRET	TOP SECRET / TRÈS SECRET	
											A	B	C				
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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

## **ANNEX "D" – INSURANCE REQUIREMENTS**

### **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 His 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, His Majesty the King 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.**

## **ANNEX "E" – HOLDBACK**

### **ADDITIONAL TERMS OF PAYMENT**

#### **1. 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.

#### **2. Holdback Amount**

The Holdback applicable to this contract will be 15% of each amount that the Contractor invoices each month for the work completed and accepted by the project authority, during the initial contract period (Period of the Contract: June 3, 2024 to March 30, 2025).

#### **3. 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:

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

#### **4. Payment of Holdback**

The Holdback amount will be paid to the Contractor at the end the contract, which is March 30, 2025.

#### **5. 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.

## **ANNEX "F" to PART 3 OF THE BID SOLLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.4.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only); and
- ( ) Large Value Transfer System (LVTS) (Over \$25M).

## ANNEX "G" to PART 5 OF THE BID SOLICITATION

### INTEGRITY PROVISIONS

#### List of names for integrity verification:

#### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors
- Privately owned corporations must provide a list of the owners' names
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners
- Suppliers that are a partnership do not need to provide a list of names

Suppliers may use this form to provide the list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: information to submit a bid or offer](#) for additional details.

#### Supplier information

<b>Supplier's legal name:</b>
<b>Organizational structure:</b> <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
<b>Supplier's address:</b>
<b>Supplier's procurement business number (optional):</b>
<b>Solicitation or transaction number:</b>
<b>Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):</b>

**List of names**

Name	Title

**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

**Signature**

Please include with your bid or offer.



## ANNEX "H" – CONTRACT TERMS DEFINITIONS

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

**"Articles of Agreement"** means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

**"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.

**"Canada", "His Majesty" or "the Government"** means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

**"Canadian Good"** means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)

**"Canadian Service"** means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

**"Variety of Goods"** means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

**"Variety of Services"** means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

**"Mix of Goods and Services"** means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

**"Other Canadian Goods and Services"** means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**"Contract"** means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

**"Contract Period"** means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract.

**"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

**"Excluded Material"** refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

**"Government Property"** means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract.

**"Net-Zero Challenge or Equivalent"** means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'

**"Overdue"** means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

**"Packaging"** means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#)).

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them.

**"Recyclable"** means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#)).

**"Recyclable packaging"** means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#)).

**"Returnable (to the Contractor)"** means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.

**"Reusable (by Canada)"** means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#)).

**"Security Deposit"** means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

**"Approved Financial Institution"** means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

**"Government-guaranteed Bond"** means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada.

**"Irrevocable Standby Letter of Credit"** (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which

may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

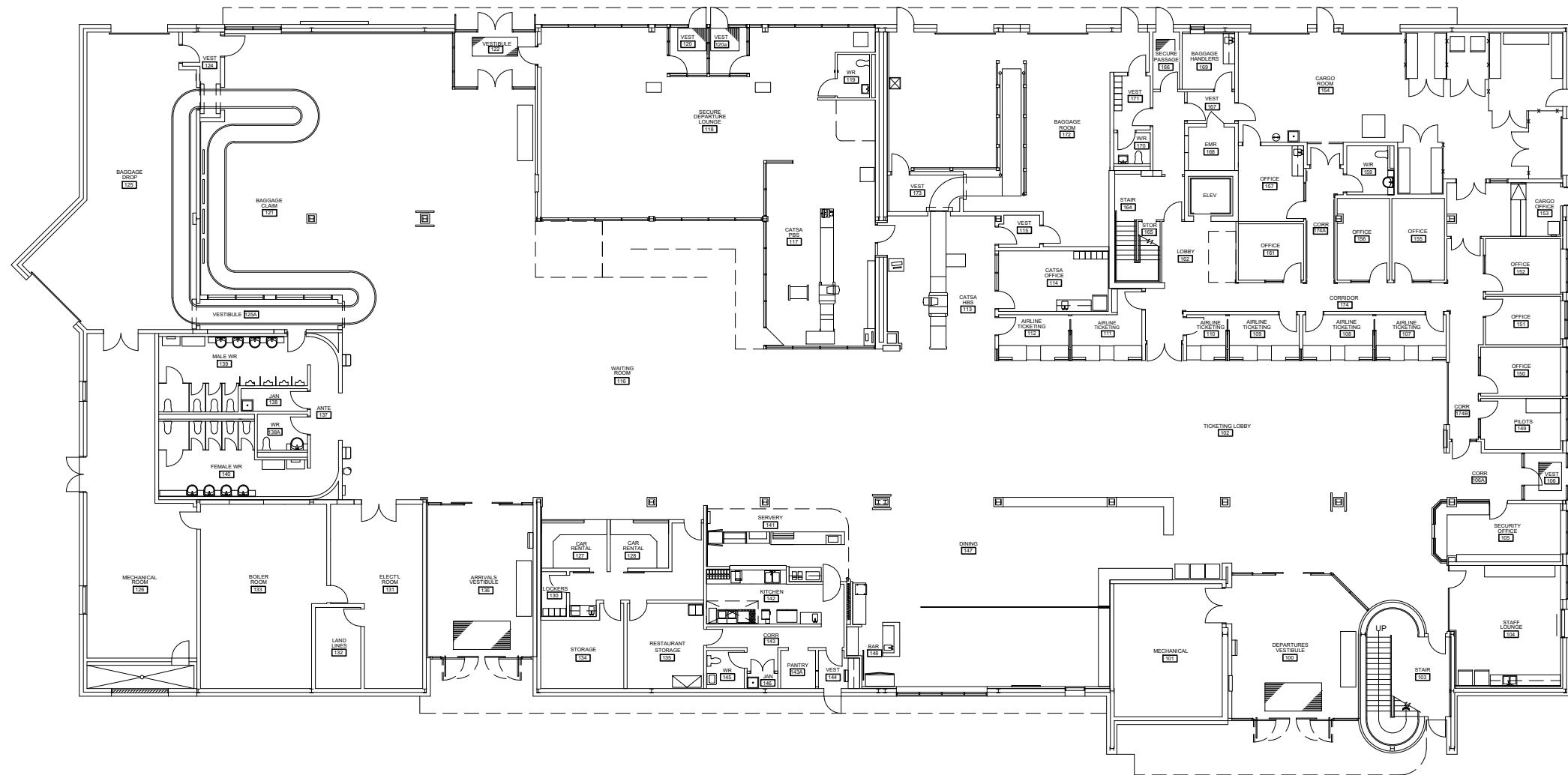
**“Specialized packaging”** means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

**"Work"** means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

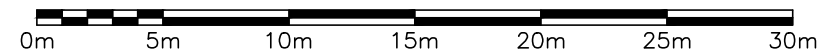
## **ANNEX "I"**

### **AIRPORT PLAN, LEVEL 1 AND LEVEL 2**

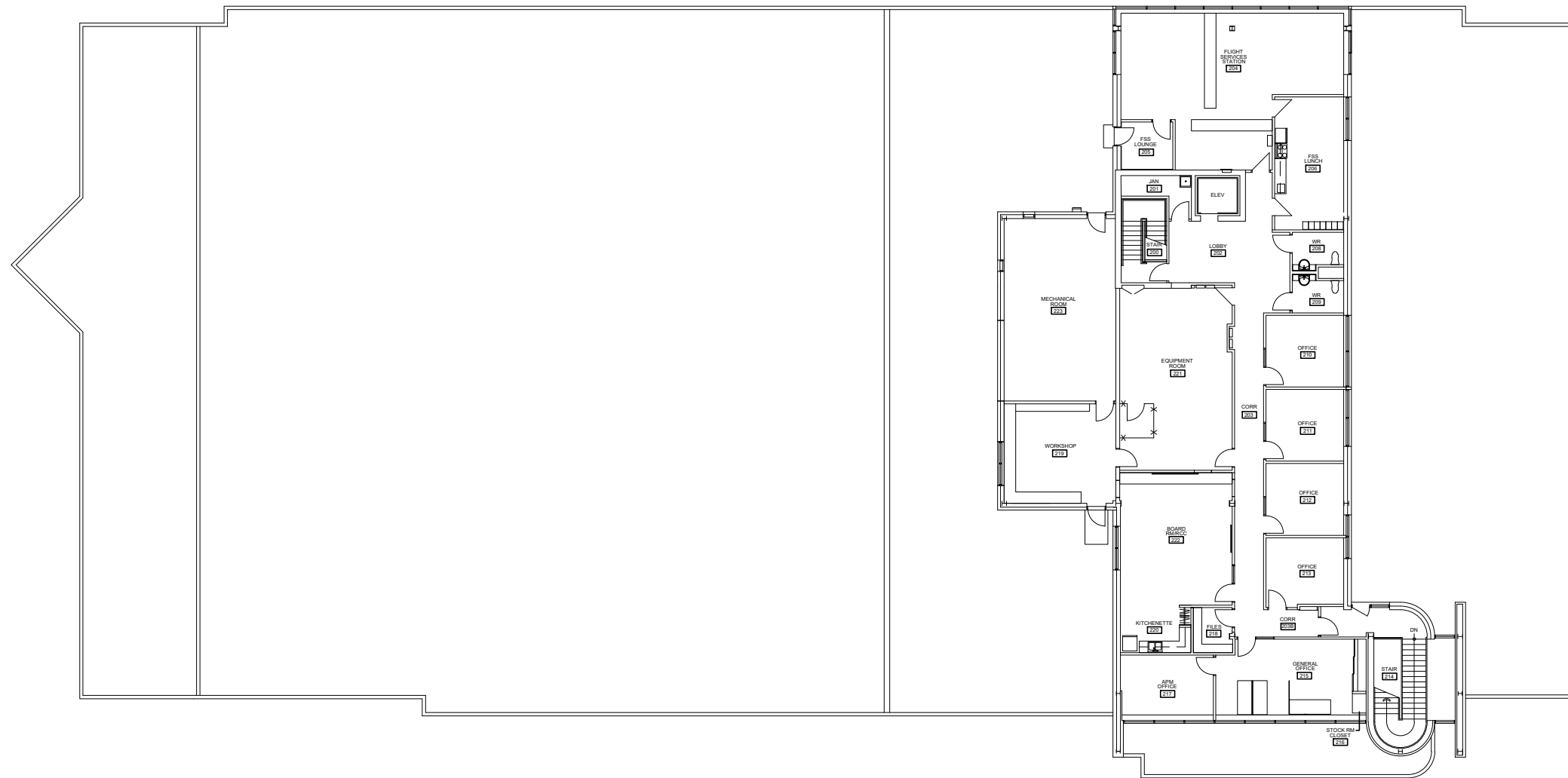


# FLOOR PLAN - LEVEL 1

SCALE : 1:300

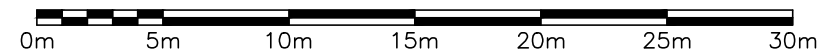


0		
revisions		date
project		projet
WABUSH AIRPORT WABUSH, NL		
drawing		dessin
FLOOR PLAN LEVEL-1		
designed		conçu
date		
drawn		dessiné
date		
approved	September 17, 2020	approuvé
date		
Tender		Soumission
PWGSC Project Manager	Administrateur de projets TPSGC	
project number		no. du projet
drawing no.	SK-1	no. du dessin



FLOOR PLAN – LEVEL 2

SCALE : 1:300



0		
revisions		date
project		projet
WABUSH AIRPORT WABUSH, NL		
drawing		dessin
FLOOR PLAN LEVEL-2		
designed		conçu
date		
drawn		dessiné
date		
approved	September 17, 2020	approuvé
date		
Tender		Soumission
PWGSC Project Manager	Administrateur de projets TPSGC	
project number		no. du projet
drawing no.	SK-2	no. du dessin