RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File: TW/031/2017)

On February 3, 2017, the Department of Transportation and Works received your request for access to the following records/information:

All responses to a tender call for shipkeeping/security services on the Sir Robert Bond issued on July 15, 2014.

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Transportation and Works to provide access to some of the requested information. In particular, access is granted to the following records:

- Responsive records include all responses to a tender call for shipkeeping and security services for the Sir Robert Bond ferry.

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

40. (1) – The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.
As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.

Please note pages 16 and 17 have been withheld under subsection 40(1) of the Act for personal information.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned by telephone at (709) 729-5351 or by e-mail at FrankWalsh@gov.nl.ca.
Sincerely,

[Signature]

Frank Walsh
ATIPP Coordinator
Department of Transportation and Works
Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party’s personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party’s position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister’s staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including

(i) personal information that is supplied in support of the application for the benefit, or
(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or

(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.
(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act, or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
Tender/Contract Title: Shipkeeping/ Security Services
M/V Sir Robert Bond
Tender/Contract Date: July 15, 2014

The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor – West Wing
Confederation Building East Block
P.O. Box 8700
St. Johns, NL
A1B 4J6

Her Majesty the Queen in the Right of the Province of
Newfoundland and Labrador, as represented by the
Minister of Transportation & Works.

TRANSPORTATION & WORKS, MARINE
TRANSPORTATION SERVICES LEWISPORTE

CONTRACTOR'S NAME: Neptune Security Services Inc.
CONTRACTOR'S ADDRESS: 510 Topsail Road
St John's, NL
POSTAL CODE: A1E 2C2
TELE: 1.855.445.8048 FAX: 1.866.608.0807
EMAIL: sales@neptune-security.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, Specifications and any Addenda.

The Contract shall remain in force for the period stated in the Specifications and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

1.3 It is the responsibility of the bidder to ensure HST is remitted, where applicable, to the applicable authorities.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: All Received

3. TERM OF AGREEMENT

Unless this Agreement is terminated in accordance with the conditions as stated in the provisions, it shall remain in place to December 31, 2014 and may be extended after that time for a further eight (8) months or any portion thereof.

4. PAYMENT

Subject to the applicable legislation and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Specifications.
5. This section is to be completed by the Contractor

SIGNATURE OF TENDERER:

Neptune Security Services Inc

Name

Address
510 Topsail Road
St. John's, NL A1E 2C2

Signing Officer

Title General Manager

Witnessed by

Date August 2, 2014

6. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Confirmed on behalf of the Owner

Signature

Title

Witnessed by

Date
Specifications for the Provision of Shipkeeping/Security Services for the M/V Sir Robert Bond located at the Lewisporte Dock.

1) Attendee will be required to provide security, operate heating system, tend to alarms, and perform other ship-keeping/maintenance duties as needed.
2) Attendee will be required to stay onboard 24 hours per day, 7 days per week for the duration of the contract.
3) Attendee shall possess a minimum 4th class engineering certificate.
4) Cooking facilities and equipment will be provided, however, all food is the responsibility of the contractor.
5) The contractor shall in all respects comply with the Workplace, Health, Safety and Compensation Act and with all other Acts, Orders, Rules and Regulations of any competent body having jurisdiction and shall, if required by the Department, furnish the Department with satisfactory proof of such compliance.
6) The contractor will ensure the vessel is free and clear of ice/snow.
7) The Department’s policy with respect to no loitering, smoking, or the consumption of alcohol within any government owned building is to be enforced at all times.
8) Where applicable, the contractor is required to have a means of communication (cell phone or telephone) to ensure reliable contact with the ferry vessel/crew and the Department. Any costs associated with providing this telephone service will be the responsibility of the contractor.
9) Personal Protective Equipment (PPE) which includes CSA approved footwear, personal flotation devices, gloves, hard hats, high visibility vest, safety eyewear, and any other clothing is to be provided by the Contractor and worn at all times.
10) The contractor will invoice the Department monthly for services rendered in the prior month. Payment of invoices will be in accordance with Government policies.
11) This contract may be terminated with a two (2) week written notice from either party.

The Agreement for provision of services at the above noted location will be effective from the date of award to December 31, 2014. Upon the giving of a ten (10) day written notice to the contractor, prior to the expiry of the present agreement, the Department, at the Department’s sole discretion, has the option to renew this agreement for a further eight (8) month period, or any part thereof. This renewal is on the same terms and conditions that apply in this agreement.

Questions regarding the above specifications can be forwarded to the following:

Joanne White – Corporate Services Manager
Marine Transportation Services
P.O. Box 97
Lewisporte, NL A0G 3A0
Tel: 709-535-4095 Fax: 709-535-6245
# TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Ship-keeping Services Vessel and Location</th>
<th>Amount per Day</th>
<th>Number of Days</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/V Sir Robert Bond Lewisporte</td>
<td>325.00</td>
<td>153 Days</td>
<td>49725.00</td>
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## Total Tender Amount

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<tr>
<th>Tender Component</th>
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</thead>
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<tr>
<td>Lump Sum Price Component</td>
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<tr>
<td>*Harmonized Sales Tax (HST) if applicable</td>
<td>$6464.25</td>
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<tr>
<td>Total Tender Amount</td>
<td>$56189.25</td>
</tr>
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</table>

Harmonized Sales Tax is applicable to individuals and organizations holding a registered GST/HST account with the Canada Revenue Agency. In order to charge HST, tenderers must be registered with CRA and provide a business registration number to the Department. It is a requirement of individuals/organizations to register for GST/HST when your total worldwide taxable supplies of goods and services exceeds $30,000 in a single calendar quarter or in four consecutive calendar quarters. For more information regarding the GST/HST enrollment process, please consult with the Canada Revenue Agency.
Newfoundland
Labrador

Government of Newfoundland and Labrador
Department of Transportation & Works

Tender/Contract Title: Shipkeeping/Security Services
M/V Sir Robert Bond

Tender/Contract Date: July 15, 2014

Tender Address:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor - West Wing
Confederation Building East Block
P.O. Box 8700
St. Johns, NL
A1B 4J6

OWNER: Her Majesty the Queen in the Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

TRANSPORTATION & WORKS, MARINE
TRANSPORTATION SERVICES LEWISPORTE

CONTRACTOR'S NAME: Ship to Shore Marine Services Inc.

CONTRACTOR'S ADDRESS: P.O. Box 736
Lewisporte, NL

POSTAL CODE: A0E 3A0

TELE: [redacted]  FAX: [redacted]

EMAIL: [redacted]
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Numbers: ________________________

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4. PAYMENT

Subject to the applicable legislation and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Specifications.
5. This section is to be completed by the Contractor

**SIGNATURE OF TENDERER:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
<td></td>
<td>P.O. Box 736</td>
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<table>
<thead>
<tr>
<th>Signing Officer</th>
<th>Signing Officer</th>
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<tbody>
<tr>
<td></td>
<td>Lewisport, NL</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
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<tr>
<td>Owner</td>
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<tr>
<th>Corporate Seal</th>
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<tr>
<th>Witnessed by</th>
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<tr>
<td>Date</td>
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</table>

6. FOR DEPARTMENTAL USE ONLY

**DOCUMENTATION RECEIVED AND COMPLETED**

Confirmed on behalf of the Owner

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
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<table>
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<th>Date</th>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Specifications for the Provision of Shipkeeping/Security Services for the M/V Sir Robert Bond located at the Lewisporte Dock.

1) Attendee will be required to provide security, operate heating system, tend to alarms, and perform other ship-keeping/maintenance duties as needed.

2) Attendee will be required to stay onboard 24 hours per day, 7 days per week for the duration of the contract.

3) Attendee shall possess a minimum 4th class engineering certificate.

4) Cooking facilities and equipment will be provided, however, all food is the responsibility of the contractor.

5) The contractor shall in all respects comply with the Workplace, Health, Safety and Compensation Act and with all other Acts, Orders, Rules and Regulations of any competent body having jurisdiction and shall, if required by the Department, furnish the Department with satisfactory proof of such compliance.

6) The contractor will ensure the vessel is free and clear of ice/snow.

7) The Department’s policy with respect to no loitering, smoking, or the consumption of alcohol within any government owned building is to be enforced at all times.

8) Where applicable, the contractor is required to have a means of communication (cell phone or telephone) to ensure reliable contact with the ferry vessel/crew and the Department. Any costs associated with providing this telephone service will be the responsibility of the contractor.

9) Personal Protective Equipment (PPE) which includes CSA approved footwear, personal flotation devices, gloves, hard hats, high visibility vest, safety eyewear, and any other clothing is to be provided by the Contractor and worn at all times.

10) The contractor will invoice the Department monthly for services rendered in the prior month. Payment of invoices will be in accordance with Government policies.

11) This contract may be terminated with a two (2) week written notice from either party.

The Agreement for provision of services at the above noted location will be effective from the date of award to December 31, 2014. Upon the giving of a ten (10) day written notice to the contractor, prior to the expiry of the present agreement, the Department, at the Department’s sole discretion, has the option to renew this agreement for a further eight (8) month period, or any part thereof. This renewal is on the same terms and conditions that apply in this agreement.

Questions regarding the above specifications can be forwarded to the following:

Joanne White – Corporate Services Manager
Marine Transportation Services
P.O. Box 97
Lewisporte, NL A0G 3A0
Tel: 709-535-4095 Fax: 709-535-6245
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<table>
<thead>
<tr>
<th>Ship-keeping Services Vessel and Location</th>
<th>Amount per Day</th>
<th>Number of Days</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/V Sir Robert Bond Lewisporte</td>
<td>$175.48</td>
<td>153 Days</td>
<td>$179,848.44</td>
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</table>

**Total Tender Amount**

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
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</thead>
<tbody>
<tr>
<td>Lump Sum Price Component</td>
<td>$179,848.44</td>
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<tr>
<td>*Harmonized Sales Tax (HST) if applicable</td>
<td>$23,380.30</td>
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<td>Total Tender Amount</td>
<td>$203,228.74</td>
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</table>

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**Tender/Contract Title:** Shipkeeping/Security Services  
**M/V Sir Robert Bond**

**Tender/Contract Date:** July 15, 2014

**Tender Address:**

The Deputy Minister  
c/o Tendering & Contracts  
Department of Transportation & Works  
Ground Floor - West Wing  
Confederation Building East Block  
P.O. Box 8700  
St. John’s, NL  
A1B 4J6

**OWNER:** Her Majesty the Queen in the Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation & Works.

**CONTRACTOR'S NAME:** Ship to Shore Marine Services Inc.

**CONTRACTOR'S ADDRESS:** P.O. Box 736  
Lewisporte, NL

**POSTAL CODE:** A0G 3A0  
**TELE:** [redacted]  
**FAX:** [redacted]  
**EMAIL:** [redacted]
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5. This section is to be completed by the Contractor

SIGNATURE OF TENDERER:

Name

P.O. Box 734

Address

Signing Officer

Leaves, New L.

Signed by

Date

Corporate Seal

s. 40 (1)

6. FOR DEPARTMENTAL USE ONLY

DOCUMENTATION RECEIVED AND COMPLETED

Confirmed on behalf of the Owner

Signature

Title

Witnessed by

Date
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Tel: 709-535-4095 Fax: 709-535-6245
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<th>Total Amount for Contract</th>
</tr>
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<tbody>
<tr>
<td>M/V Sir Robert Bond Lewisporte</td>
<td>$1315.57</td>
<td>153 Days</td>
<td>$261,282.21</td>
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Total Tender Amount

<table>
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<tr>
<th>Tender Component</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>Lump Sum Price Component</td>
<td>$201,282.21</td>
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<tr>
<td>*Harmonized Sales Tax (HST) if applicable</td>
<td>$264,167.49</td>
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<td>Total Tender Amount</td>
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</tbody>
</table>

Harmonized Sales Tax is applicable to individuals and organizations holding a registered GST/HST account with the Canada Revenue Agency. In order to charge HST, tenderers must be registered with CRA and provide a business registration number to the Department. It is a requirement of individuals/organizations to register for GST/HST when your total worldwide taxable supplies of goods and services exceeds $30,000 in a single calendar quarter or in four consecutive calendar quarters. For more information regarding the GST/HST enrollment process, please consult with the Canada Revenue Agency.
Tender/Contract Title: Shipkeeping/Security Services
M/V Sir Robert Bond
Tender/Contract Date: July 15, 2014

Tender Address:
The Deputy Minister
c/o Tendering & Contracts
Department of Transportation & Works
Ground Floor – West Wing
Confederation Building East Block
P.O. Box 8700
St. Johns, NL
A1B 4J6

OWNER:
Her Majesty the Queen in the Right of the Province of
Newfoundland and Labrador, as represented by the
Minister of Transportation & Works.

TRANSPORTATION & WORKS, MARINE
TRANSPORTATION SERVICES LEWISPORTE

CONTRACTOR’S NAME: EXPLOITS WELDING & MACHINE SHOP LTD
CONTRACTOR’S ADDRESS: 2 QUEENSWAY
GRAND FATHER – WINDSOR, NL
POSTAL CODE: A2B 1J3
TELE: 489-5618 FAX: 489-4376
EMAIL: e.m@nl.rogers.com
1. TENDER AND CONTRACT AGREEMENT

1.1 The Contractor hereby tenders to perform all work related to this contract as required under the Contract Documents, which will consist of the Letter of Acceptance, the Tender/Contract Form, Specifications and any Addenda.

The Contract shall remain in force for the period stated in the Specifications and more clearly defined in the acceptance letter from the Owner as to the exact starting and termination dates.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein when accepted on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

1.2 The Owner may reject any and all tenders and the lowest tender may not necessarily be accepted.

1.3 It is the responsibility of the bidder to ensure HST is remitted, where applicable, to the applicable authorities.

2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: ☐

3. TERM OF AGREEMENT

Unless this Agreement is terminated in accordance with the conditions as stated in the provisions, it shall remain in place to December 31, 2014 and may be extended after that time for a further eight (8) months or any portion thereof.

4. PAYMENT

Subject to the applicable legislation and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Specifications.
5. This section is to be completed by the Contractor

<table>
<thead>
<tr>
<th>SIGNATURE OF TENDERER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exploits Welding &amp; Marine Shop Ltd.</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>2 Queen's Way, CFU, NL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signing Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Vice-President</td>
</tr>
</tbody>
</table>

| Corporate Seal |

<table>
<thead>
<tr>
<th>Witnessed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: July 25, 2014</td>
</tr>
</tbody>
</table>

6. FOR DEPARTMENTAL USE ONLY

<table>
<thead>
<tr>
<th>DOCUMENTATION RECEIVED AND COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirmed on behalf of the Owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Witnessed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>--------------</td>
</tr>
</tbody>
</table>
Marine Transportation Services

TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Ship-keeping Services Vessel and Location</th>
<th>Amount per Day</th>
<th>Number of Days</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/V Sir Robert Bond Lewisporte</td>
<td>$1500.00</td>
<td>153 Days</td>
<td>$229,500.00</td>
</tr>
</tbody>
</table>

Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component</td>
<td>$229,500.00</td>
</tr>
<tr>
<td>*Harmonized Sales Tax (HST) if applicable</td>
<td>$29,835.00</td>
</tr>
<tr>
<td>Total Tender Amount</td>
<td>$259,335.00</td>
</tr>
</tbody>
</table>

Harmonized Sales Tax is applicable to individuals and organizations holding a registered GST/HST account with the Canada Revenue Agency. In order to charge HST, tenderers must be registered with CRA and provide a business registration number to the Department. It is a requirement of individuals/organizations to register for GST/HST when your total worldwide taxable supplies of goods and services exceeds $30,000 in a single calendar quarter or in four consecutive calendar quarters. For more information regarding the GST/HST enrollment process, please consult with the Canada Revenue Agency.
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<thead>
<tr>
<th>Tender/Contract Title:</th>
<th>Shipkeeping/Security Services M/V Sir Robert Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender/Contract Date:</td>
<td>July 15, 2014</td>
</tr>
<tr>
<td>Tender Address:</td>
<td>The Deputy Minister, c/o Tendering &amp; Contracts, Department of Transportation &amp; Works, Ground Floor – West Wing, Confederation Building East Block, P.O. Box 8700, St. Johns, NL, A1B 4J6</td>
</tr>
<tr>
<td>OWNER:</td>
<td>Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Transportation &amp; Works</td>
</tr>
<tr>
<td>CONTRACTOR'S NAME:</td>
<td>Terra Services Inc.</td>
</tr>
<tr>
<td>CONTRACTOR'S ADDRESS:</td>
<td>Box 424, Lewisporte, NL</td>
</tr>
<tr>
<td>POSTAL CODE:</td>
<td>A1B 3AO</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:terra.sea@yahoo.ca">terra.sea@yahoo.ca</a></td>
</tr>
</tbody>
</table>
1. TENDER AND CONTRACT AGREEMENT

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2. ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers: /

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4. PAYMENT

Subject to the applicable legislation and in accordance with the provision of the General Conditions of the contract, the Owner shall make payments as per the Contract Specifications.
5. This section is to be completed by the Contractor

**SIGNATURE OF TENDERER:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signing Officer</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Manager</td>
</tr>
</tbody>
</table>

**9 Cedar Dr.**

**Address:**

**Corporate Seal**

**Witnessed by:**

Aug 12 2014

**Date**

---

6. FOR DEPARTMENTAL USE ONLY

**DOCUMENTATION RECEIVED AND COMPLETED**

Confirmed on behalf of the Owner

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Witnessed by**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Specifications for the Provision of Shipkeeping/Security Services for the M/V Sir Robert Bond located at the Lewisporte Dock.

1) Attendee will be required to provide security, operate heating system, tend to alarms, and perform other ship-keeping/maintenance duties as needed.
2) Attendee will be required to stay onboard 24 hours per day, 7 days per week for the duration of the contract.
3) Attendee shall possess a minimum 4th class engineering certificate.
4) Cooking facilities and equipment will be provided, however, all food is the responsibility of the contractor.
5) The contractor shall in all respects comply with the Workplace, Health, Safety and Compensation Act and with all other Acts, Orders, Rules and Regulations of any competent body having jurisdiction and shall, if required by the Department, furnish the Department with satisfactory proof of such compliance.
6) The contractor will ensure the vessel is free and clear of ice/snow.
7) The Department’s policy with respect to no loitering, smoking, or the consumption of alcohol within any government owned building is to be enforced at all times.
8) Where applicable, the contractor is required to have a means of communication (cell phone or telephone) to ensure reliable contact with the ferry vessel/crew and the Department. Any costs associated with providing this telephone service will be the responsibility of the contractor.
9) Personal Protective Equipment (PPE) which includes CSA approved footwear, personal flotation devices, gloves, hard hats, high visibility vest, safety eyewear, and any other clothing is to be provided by the contractor and worn at all times.
10) The contractor will invoice the Department monthly for services rendered in the prior month. Payment of invoices will be in accordance with Government policies.
11) This contract may be terminated with a two (2) week written notice from either party.

The Agreement for provision of services at the above noted location will be effective from the date of award to December 31, 2014. Upon the giving of a ten (10) day written notice to the contractor, prior to the expiry of the present agreement, the Department, at the Department’s sole discretion, has the option to renew this agreement for a further eight (8) month period, or any part thereof. This renewal is on the same terms and conditions that apply in this agreement.

Questions regarding the above specifications can be forwarded to the following:

Joanne White – Corporate Services Manager
Marine Transportation Services
P.O. Box 97
Lewisporte, NL A0G 3A0
Tel: 709-535-4095 Fax: 709-535-6245
TENDER PRICE TABLE

<table>
<thead>
<tr>
<th>Ship-keeping Services Vessel and Location</th>
<th>Amount per Day</th>
<th>Number of Days</th>
<th>Total Amount for Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/V Sir Robert Bond Lewisporte</td>
<td>$2,880.00/100</td>
<td>153 Days</td>
<td>$440,640.00/100</td>
</tr>
</tbody>
</table>

Total Tender Amount

<table>
<thead>
<tr>
<th>Tender Component</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Price Component</td>
<td>$440,640.00/100</td>
</tr>
<tr>
<td>*Harmonized Sales Tax (HST) if applicable</td>
<td>$57,283.20/100</td>
</tr>
<tr>
<td>Total Tender Amount</td>
<td>$497,923.20</td>
</tr>
</tbody>
</table>

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