COR/2017/03981

August 22, 2017

Dear [Name], s. 40(1)

RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File: TW/095/2017)

On July 25, 2017, the Department of Transportation and Works received your request for access to the following records/information:

All information related to commercial accommodations used for the 2017 season for water Bomber pilots in Newfoundland & Labrador Specifically: - where are the pilots stationed in Labrador - what companies provide accommodation - what is the value of the accommodation contracts, if applicable

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.

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

P.O. Box 8700, St. John’s, NL, Canada, A1B 4J6
Please note a tender was not awarded for pilot accommodations in Labrador as Transportation and Works received only one bid and this bid was significantly higher than the estimate. Subsequently, it was decided the crews for Labrador would be placed on travel status whereby the pilots choose their own accommodations, and are reimbursed in accordance with Government’s Accommodations Policy.

This summer both aircraft are based in Goose Bay due to a major construction project at Wabush Airport. When the fire index warrants, one aircraft is sent to Wabush for a day or two and then back to Goose Bay.

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,

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 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).
Government of Newfoundland and Labrador

Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: IRVING WEST HOTEL
    1 Caldwell Street
    Gander, NL
    A1V 1T6
    Canada

BILL TO: Department of Finance
        Corporate Financial Services
        657 Topsail Road
        St John's, NL A1E 2E3
        Canada

Purchase Order No. 216054148
Revision No. 0
Page No. 1

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
40008091 31-MAR-17 O'Leary, V

F.O.B: DESTINATION Requestor: Contact:

Effective Start Date Effective End Date Amount Agreed (CAD)
01-APR-2017 30-SEP-2017

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: O'Leary, V DATE: 31-MAR-17 TOTAL:

Notes: THIS PURCHASE ORDER CANCELS AND REPLACES PO # 216054126 PREVIOUSLY ISSUED.

YOUR RESPONSE TO TP116026196 DATED MARCH 23, 2017 FROM REFER.

VENDOR CONTACT:  

DEPARTMENT CONTACT:  
WENDY KING 709-256-1017

INDIVIDUAL STANDING OFFER FOR THE DEPARTMENT OF TRANSPORTATION AND WORKS, AIR SERVICES DIVISION, CREW ACCOMMODATIONS DURING THE FIRE SEASON.

Requirements for Accommodations Either House Keeping Unit or Apartment in Gander
Two (2) Units Required for the Period April 01, 2017 to September 30, 2017
Two (2) Units must be a minimum Star rating of 3, 16 km for the Airport and Air Conditioned.

Two (2) Units must include the following:
1. Separate rooms for Kitchen and bedroom areas.
2. Bedroom must be complete with Bed, Dresser, night table with lamp.
3. Kitchen must be complete with all eating utensils, pots & pans, Coffee maker, dishcloths, Drain board, Dish Liquid etc. Full size fridge, Stove and Microwave.
4. Private 3 piece bath, Including towel service on a weekly basis.
5. Onsite access to washer and dryer.
6. High speed internet located in Units.
7. Climate controlled environment (Heating and Air Conditioning).
8. BBQ Access.
9. Telephone access or cell phone coverage/service available.

Vendor must include cleaning services for each room at least once a week. To
include vacuuming, changing of linens.

1. PURPOSE

This Standing Offer Agreement shall permit the Department of Transportation and Works, Air Services Division to purchase on an "as and when required" basis the items listed at the price quoted.

2. PERIOD

This Standing Offer Agreement shall be in effect from April 1, 2017 to September 30, 2017.

3. QUANTITY

Quantities and/or Financial Limitations as stated are estimates made in good faith for the period of the Agreement. This Standing Offer Agreement shall be limited to the actual supplies ordered and delivered.

The supplier shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

The successful supplier shall maintain adequate stock to cover requirements when requested.

4. FOB DESTINATION

Prices shall be FOB destination with all transportation charges prepaid by the contractor.

5. PRICING & TAXES

Price(s) quoted SHALL remain unchanged for the agreement period unless otherwise specified.

Vendor hereby certifies that the prices tendered are not in excess of those charged anyone else, including their most favored customer.

Prices are exclusive of HST & GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. Our HST number is 107442683.

6. INVOICING

Invoice(s) showing standing offer number shall be forwarded to the invoice address as indicated on the purchase order.

It is to be understood that payment of invoices shall be the responsibility of the appropriate consignee, and further understood that the supplier shall hold the Government Purchasing Agency harmless respecting any loss, damage, and non-payment resulting from or related to any order placed by a Provincial Government Department, Corporation, Agency, Board or Authority in the Province with the supplier against any resultant Standing Offer Agreement.
7. AUTHORIZATION FOR DELIVERY

Consignee shall order any required goods using either a "Blanket Release" or "Contract Release".

8. CANCELLATION

This Standing Offer Agreement shall be subject to cancellation by the Government Purchasing Agency with thirty (30) days written notice.

If the successful vendor cancels the contract for any reason, GPA reserves the right to contract with the next lowest bidder meeting the terms and conditions of the original tender call.

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<th>Unit Price</th>
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***End of Document***
Government of Newfoundland and Labrador

Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: O/A Westwood Suites
18 Nicholsville Road
Deer Lake, NL
A8A 2E7
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

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<td>12-APR-17 O'Leary, V</td>
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F.O.B. DESTINATION

Effective Start Date 15-MAY-2017
Effective End Date 15-SER-2017

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: O'Leary, V
DATE: 12-APR-17
TOTAL:

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<th>Line NO.</th>
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<th>Unit Price</th>
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Notes:

INDIVIDUAL STANDING OFFER TO PROVIDE ACCOMMODATIONS (HOUSEKEEPING UNITS) IN DEER LAKE TO THE DEPARTMENT OF TRANSPORTATION AND WORKS, AIR SERVICES DIVISION.

YOUR RESPONSE TO TP116026216 DATED MARCH 27, 2017 FROM REFERS.

S. 40(1) VENDOR CONTACT:
888-721-2858
westwoodsuites@deerlakevacations.com

S. 40(1)

DEPARTMENT CONTACT:
WENDY KING
(709)256-1017

Requirements for Accommodations Either House Keeping Units or Apartment in Deer Lake, for 2017 Fire Season.

- Two (2) Units, must be above ground, no basement apartments or underground units will be accept.
- Two (2) Units Required for the Period May 15, 2017 to Sept 15, 2017
- Each Unit must be a minimum Star rating of "3", 60 km for the Airport and Air Conditioned.

All units must include the following:

1. Separate rooms for Kitchen and bedroom areas.
2. Bedroom must be complete with Bed, Dresser, night table with lamp.
3. Kitchen must be complete with all eating utensils, pots & pans, coffee maker, dish cloths, drain board, dish Liquid etc. Full size fridge, stove and microwave
4. Private 3 piece bath, Including towel service on a weekly basis
5. Onsite access to washer and dryer
6. High speed internet located in each unit.
7. Climate controlled environment (Heating and Air Conditioning)
8. BBQ Access
9. Telephone access or cell phone coverage/service available
10. Parking availability for 1 vehicle.

Vendor must include cleaning services for each room at least once a week. To include vacuuming, changing of linens.

1. PURPOSE

This Standing Offer Agreement shall permit the Department of Transportation and Works, Air Services Division to purchase on an "as and when required" basis the items listed at the price quoted.

2. PERIOD

This Standing Offer Agreement shall be in effect from May 15, 2017 to September 15, 2017.

3. QUANTITY

Quantities and/or Financial Limitations as stated are estimates made in good faith for the period of the Agreement. This Standing Offer Agreement shall be limited to the actual supplies ordered and delivered.

The supplier shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.

The successful supplier shall maintain adequate stock to cover requirements when requested.

4. FOB DESTINATION

Prices shall be FOB destination with all transportation charges prepaid by the contractor.

5. PRICING & TAXES

Price(s) quoted SHALL remain unchanged for the agreement period unless otherwise specified.

Vendor hereby certifies that the prices tendered are not in excess of those charged anyone else, including their most favored customer.

Prices are exclusive of HST & GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. Our HST number is 107442683.

6. INVOICING

Invoice(s) showing standing offer number shall be forwarded to the invoice address as indicated on the purchase order.

It is to be understood that payment of invoices shall be the responsibility of
the appropriate consignee, and further understood that the supplier shall hold the Government Purchasing Agency harmless respecting any loss, damage, and non-payment resulting from or related to any order placed by a Provincial Government Department, Corporation, Agency, Board or Authority in the Province with the supplier against any resultant Standing Offer Agreement.

7. AUTHORIZATION FOR DELIVERY

Consignee shall order any required goods using either a "Blanket Release" or "Contract Release".

8. CANCELLATION

This Standing Offer Agreement shall be subject to cancellation by the Government Purchasing Agency with thirty (30) days written notice.

If the successful vendor cancels the contract for any reason, GPA reserves the right to contract with the next lowest bidder meeting the terms and conditions of the original tender call.

DIRECT DEPOSIT FOR PAYMENT

THE METHOD OF PAYMENT TO THE SUCCESSFUL BIDDER/PROPONENT FOR ANY GOODS OR SERVICES PROVIDED AS A RESULT OF THIS PROCUREMENT OPPORTUNITY WILL BE DIRECT DEPOSIT (OTHER COST EFFECTIVE PAYMENT METHODS MAY BE USED FOR CERTAIN INTERNATIONAL SUPPLIERS WHERE BANKING TECHNOLOGIES PREVENT THE USE OF DIRECT DEPOSIT). THE SUCCESSFUL BIDDER/PROPONENT SHOULD ENSURE THEY ARE ENROLLED WITH THE PROVINCE TO RECEIVE DIRECT DEPOSIT PAYMENTS. ENROLMENT FORMS CAN BE OBTAINED FROM THE DEPARTMENT OF FINANCE WEB SITE AT: HTTP://WWW.RELEASES.GOV.NL.CA/RELEASES/2014/FIN/0808N02.ASPX

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<th>Unit Price</th>
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<td>1</td>
<td>PRICE PER HOUSEKEEPING ROOM/APARTMENT DAY</td>
<td>PER DAY</td>
<td>73</td>
</tr>
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***End of Document***
TO: 73719 NEWFOUNDLAND & LABRADOR INC
24 Waterford Bridge Road
St John's, NL
A1E 1C6
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St John's, NL A1E 2E3
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
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--- ----- ---------------------
F.O.B. DESTINATION Requestor: Contact:
DESTINATION King, Wendy

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: O'Leary, V DATE: 21-APR-17 TOTAL: $17,020.34

PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fn/suppliers/invoicingguide.pdf

YOUR TENDER QUOTATION TP116026225 DATED MARCH 29, 2017 FROM [REDACTED] REFERS.

FOR FURTHER INFORMATION ON THIS TENDER, PLEASE CALL JOHNNY LETTO AT 709-256-1074.

1 Requirements for
Accommodations in St. John's
for 2017 Fire Season, as per specifications already in your possession.

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<th>Line NO:</th>
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Requirements for Accommodations either House Keeping Units or Apartments in St. John's, NL, for 2017 Fire Season:

- One (1) Unit, must be above ground, no basement apartment or underground unit will be accepted.

- One (1) Unit Required for the Period, May 1, 2017 to September 15, 2017.

- Unit must be a minimum Star Rating of "3", 20 km for the Airport and Air Conditioned.

Unit must include the following:

1. Separate rooms for kitchen and bedroom areas.
2. Bedroom must be complete with bed, dresser, night table with lamp.
3. Kitchen must be complete with all eating utensils, pots & pans, coffee maker, dishcloths, drain board, dish liquid etc. Full size fridge, stove and microwave.
4. Private 3 piece bath, including towel service on a weekly basis.
5. Onsite access to washer and dryer
6. High speed internet located in Units
7. Climate controlled environment (Heating and Air Conditioning)
8. BBQ Access
9. Telephone access or cell phone coverage
10. Telephone access or cell phone coverage/service available
11. Parking availability for 1 vehicle.

Vendor must include cleaning services for each room at least once a week, to include vacuuming, changing of linens.

***End of Document***