



## REQUEST FOR PROPOSALS

### COLD VENDING MACHINE CONTRACT

Saskatoon John G. Diefenbaker International Airport

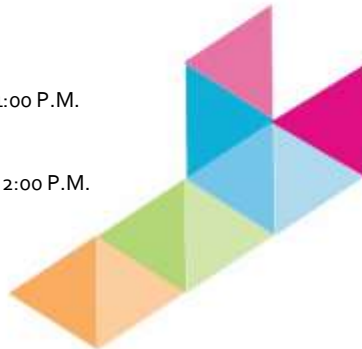
**May 23, 2019**



**DATES TO REMEMBER:**

Last Day for Questions:  
Tuesday, June 11, 2019 at 1:00 P.M.

Closing Date and Time:  
Thursday, June 27, 2019 at 2:00 P.M.



**REQUEST FOR PROPOSAL (RFP)  
FOR  
Cold Vending Machine Contract**

**PROPOSAL INQUIRY CONTACTS**

Technical Details: CJ Dushinski, Vice President, Business Development and Service Quality  
Ph: (306) 975-4952

Submission Details: Bev Horne, Contract Administrator  
Ph: (306) 975-4346  
E: BHorne@skyxe.ca

*Note: All Technical Detail questions are to be recorded in writing and submitted to the Contract Administrator.*

**PROPOSAL SUBMISSION DETAILS**

Proposals in a sealed envelope clearly marked "Cold Vending Machine Contract" attention Contract Administrator on the outside, will be accepted up to 2:00 P.M. Saskatoon Time (14:00 hours) (CST) on Thursday, June 27, 2019 at the Saskatoon Airport Authority's offices, Suite 1, 2625 Airport Drive, 2<sup>nd</sup> Floor, Saskatoon John G. Diefenbaker International Airport, S7L 7L1. Proposals received after the appointed time and date may be returned unopened. Faxed or electronically transmitted Proposals will not be accepted.

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# PROPOSAL FORM

## SASKATOON AIRPORT AUTHORITY PROPOSAL FORM

### PROJECT DESCRIPTION:

#### Cold Vending Machine Contract

Full Legal Name:

Address:

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Proponent's Contact: (Name) \_\_\_\_\_

(Telephone #) \_\_\_\_\_

(E-Mail Address) \_\_\_\_\_

(Fax #) \_\_\_\_\_

Worker's Compensation Board # \_\_\_\_\_

PROPOSAL OFFER: Having examined all the Proposal Documents for the above Proposal Call, the above named Proponent hereby offers to the Saskatoon Airport Authority to execute the work as described in the Request for Proposals in the manner and for the price described in the attached proposal.

This offer is irrevocable and shall remain open for acceptance by the Saskatoon Airport Authority until such time as the Proposal has been considered by the Saskatoon Airport Authority and/or rejected or an award has been made by the Saskatoon Airport Authority, if any.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_ in the Province of

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



# PROPOSAL FORM

IF THE PROPONENT IS A CORPORATION, in addition to authorized signing officer signature(s), affix the corporate seal:

\_\_\_\_\_  
Corporate Name

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer  
(if required)

IF THE PROPONENT IS A PARTNERSHIP, a member of the firm who is fully authorized to bind the firm shall sign:

\_\_\_\_\_  
Partnership Name

\_\_\_\_\_  
Authorized Signing Officer

IF THE PROPONENT IS A SOLE PROPRIETORSHIP, the owner of the proprietorship or their fully authorized representative shall sign:

\_\_\_\_\_  
Name of Proprietorship

Per: \_\_\_\_\_  
Owner/Authorized Signatory

### 1.0 INTRODUCTION/BACKGROUND

#### 1.1 General Nature of Services Required

This Request for Proposals (RFP) seeks a supplier to provide carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full-service vending.

### 2.0 INTERPRETATION

#### 2.1 Definitions

2.1.1 "*Agreement*" means collectively the written material making up the Saskatoon Airport Authority's acceptance of the offer of the successful Proponent, consisting of but not be limited to the Request for Proposal, the Requirements and other material attached thereto, the Proponent's Proposal and the purchase order, letter or other written acceptance.

2.1.2 "*Request for Proposal*" or "RFP" includes the documents listed in the index of the Request for Proposal and any addenda issued before the close of Proposals.

2.1.3 "SAA" means the Saskatoon Airport Authority.

2.1.4 The "*SAA Representative*" means the representative or appointee engaged by the SAA to supervise the work.

2.1.5 "*Subcontractor*" includes, inter alia, a person, firm or corporation having a contract with the successful Proponent for the execution of a part or parts of the Proposal or furnishing to the successful Proponent materials, and/or equipment called for in the RFP.

2.1.6 "*Requirements*" means the Project Requirements which are included in the RFP.

2.1.7 "*Proponent*" is a person or group of persons submitting a response to the RFP.

2.1.8 "*Proposal*" is the response by a Proponent to the RFP.

#### 2.2 General

2.2.1 Headings and titles in the RFP are for convenience only and are not intended to affect the meaning of this RFP.

2.2.2 All references in the RFP to statutes, bylaws and regulations shall be deemed to be the most recent.

2.2.3 The Contract Services Agreement and the successful Proponents response to this RFP represents the entire Agreement between the SAA and the successful Proponent and supersedes all prior negotiations, representations or Agreements either written or oral. The Agreement may be amended only by the signed, written agreement of both parties.



### 3.0 PRE-PROPOSAL INFORMATION

#### 3.1 Intention of the Saskatoon Airport Authority

- 3.1.1 It is the intention of the SAA to award a contract to the Proponent who provides the best overall value to the SAA (if any). Accordingly, the SAA may not award the contract based solely on price, if, in the sole opinion of the SAA, none of the Proposals offer the best overall value to the SAA or suits its needs.
- 3.1.2 The SAA also reserves the right to accept or reject all or part of any Proposal(s) and further reserves the right to negotiate with any single or group of Proponents to seek modifications to any Proposal submitted, after closing, to achieve the most advantageous Proposal to best suit the needs of the SAA.

#### 3.2 Rejection of Proposals

- 3.2.1 In addition, the SAA reserves the right, in its sole discretion, to accept or reject any Proposal which:
  - 3.2.1.1 is incomplete, obscure, irregular, or unrealistic;
  - 3.2.1.2 has non-authorized erasures or corrections;
  - 3.2.1.3 contains a counter-offer unacceptable to the SAA;
  - 3.2.1.4 is a conditional or qualified offer; or
  - 3.2.1.5 fails or omits to include any required or mandatory information as required by this RFP.
- 3.2.2 Where, in the sole opinion of the SAA, despite any irregularity, noncompliance or insufficiency of any Proposal, the Proposal(s) appears to offer the best overall value to the SAA, the SAA may deem the Proposal(s) to be acceptable, evaluate the Proposal(s), negotiate with the Proponent(s) and/or award to any Proponent, as the SAA deems appropriate.

#### 3.3 Evaluation

The SAA will be evaluating all qualified and/or deemed acceptable Proposals on the following criteria:

- 3.3.1 the Proponent's organizational and technical capability to provide service;
- 3.3.2 the Proponent's past performance and experience with similar projects;
- 3.3.3 the Proponent's financial stability and capabilities;
- 3.3.4 the financial benefits to the SAA of the Proposal;
- 3.3.5 the additional types of services offered by the Proponent;
- 3.3.6 references, and
- 3.3.7 such other items as specified in the Project Requirements or elsewhere in this Request for Proposal package.

3.4 Cost of Preparation

Any and all costs incurred by the Proponent in the preparation of a response to this RFP shall be borne solely by the Proponent.

3.5 Confidentiality

The SAA, at its sole discretion, agrees to use its best efforts to keep confidential all Proposals received from Proponents but the SAA shall not be liable for inadvertent release of any information contained in the Proposal. The material contained in the successful Proposal may be incorporated in a contract.

3.6 Clarification

The SAA reserves the right to seek clarification of any Proposal(s) with any, some, or, all Proponent(s) to assist in making evaluations.

3.7 Negotiations

The SAA reserves the right to negotiate with any Proponent(s) to achieve the most advantageous proposal for the SAA.

3.8 Credit Checks

It is a condition of Proposal acceptance that the successful Proponent shall be approved by the SAA's Finance Department and the selected Proponent shall agree to authorize such credit checks as may be required by the SAA.

3.9 Acceptance of Proposal

No act of the SAA other than a written notice of award signed by the President and Chief Executive Officer or other signing Officer of the SAA addressed to the successful Proponent at the address provided in the Proposal shall constitute an acceptance of a Proposal.

3.10 Insurance

The Proponent shall carry at its own expense and cost during the term of the Agreement, insurance as set forth in the Insurance to be Supplied by the Licensee. Alternatively, at its sole discretion, the SAA may choose to insure the Proponent under its policy as described in the Insurance to be Supplied by the SAA, if this is deemed more appropriate or cost effective to the SAA.

3.11 Law

The law governing this Proposal and any subsequent Agreement (if any) shall be the law of the Province of Saskatchewan.

3.12 Unit Pricing

The Proponent acknowledges that where Schedules to this Request for Proposal contain quantities of items to be bid at unit prices, the quantities are estimates and approximate only. The unit prices offered will apply regardless of whether the actual quantities are increased or decreased from the estimated amounts shown.

### 4.0 INSTRUCTIONS TO PROPONENTS

#### 4.1 Proposal Detail and Documentation

4.1.1 Proponent shall submit one (1) complete hard copy of its response to this RFP including the completed Proposal Form (attached) along with one electronic copy (USB key, not email).

4.1.2 Proponents are asked to provide as much information as possible when replying to each point throughout the Proposal and Proponents must identify any specific requirements with which it is unwilling or unable to comply.

Proponents shall be deemed to fully agree to provide all requirements of the RFP unless the Proponent's inability to supply a required item(s) is clearly identified in the Proponent's Proposal.

4.1.3 All Proposals submitted shall contain enough detail and information to allow the SAA to determine the Proponent's position from the documents received. Therefore, every effort should be made to include with your Proposal, complete details of services your firm could provide.

Proponents should not assume they will be given any further opportunity after closing to supply additional information or details.

4.1.4 Proponents are requested to submit a name and telephone number of a fully authorized contact person in the event the SAA may have questions or need clarifications regarding the Proponent's response to this RFP.

4.1.5 Proponents shall include at least three (3) references. With each reference, the Proponent shall include the reference company name, address and phone number, as well as name and position of a contact person. The SAA reserves the right to contact references without prior notification to the Proponent.

#### 4.2 Disclosure of Interest

4.2.1 Proponents must make full disclosure in writing of any relationship between the Proponent and any employee, officer or director of the SAA. In addition, Proponents must reveal details of ownership or partnership arrangements with any immediate relative of any person employed by the SAA who alone or with other relatives holds more than a 25% interest.

4.2.2 If a Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the SAA may terminate or cancel any Agreement of any kind which may have been entered into with the Proponent without liability, expense, or cost, and, in addition, bar such Proponent from future contracts with the SAA for up to two (2) years.

### 4.3 Application of Goods and Services and Provincial Sales Tax

Provincial Sales Tax where applicable shall be included in all unit prices and schedule amounts. The Goods and Services Tax shall be an extra. Comparison of offers will be made on the basis of the total price, not of the G.S.T. applicable. The successful Proponent, if any, will add G.S.T. where applicable to the taxable amounts of invoices when submitted.

### 4.4 Binding Nature of Proposal

By submitting a Proposal in response to this RFP, each Proponent agrees that:

4.4.1 it has received and carefully reviewed the RFP and any addenda;

4.4.2 if the successful Proponent, it will promptly sign the attached Contract Service Agreement, as amended to incorporate this RFP, those portions of the Proponent's Proposal which are accepted by the SAA, and any subsequent amendments agreed to by the parties;

4.4.3 except as specified in the Proposal,

4.4.3.1 (no other person has or will have any interest (direct or indirect) nor any share in any proposed contract which may result from this RFP;

4.4.3.2 no collusion, arrangement or price fixing agreement between the Proponent and any other person regarding Proposals submitted on this RFP has been or will be made;

4.4.3.3 the Proponent has no undeclared knowledge regarding any other Proposals which may be or have been submitted in response to this RFP; and

4.4.3.4 no comparison of figures, agreement or arrangement (express or implied) with any other person regarding this RFP has occurred.

4.4.4 Its Proposal is irrevocable after close of bidding and shall not be withdrawn until an award is made to the successful Proponent (if any) or until this Proposal has been considered and/or rejected by the SAA.

### 4.5 One Proposal Received

In the event only one qualified Proposal is received, the SAA reserves the right to open the Proposal without being bound to award any contract to that Proponent.

### 4.6 Contact Person

The successful Proponent agrees to appoint a fully authorized contact person as its representative to meet with the SAA as required from time to time by the SAA.

### 4.7 Variations/Alternatives

All variations and/or alternatives from the requirements set out in this RFP, no matter how slight, must be clearly indicated in the Proposal.

4.8 Communications from the SAA

Only information given in writing by the Vice President, Business Development and Service Quality or, the Contract Administrator of the SAA, and which refers specifically to this RFP, may be relied upon by Proponents in responding to this RFP. The SAA will not be liable for any verbal or written communications of any other persons, whether or not employed by the SAA.

4.9 Extension of Closing Time

The SAA, in its sole discretion, reserves the right to extend the Closing Date and Time of this RFP by up to five (5) business days without notice.

4.10 Amendment of RFP Prior to Closing

4.10.1 The SAA may amend any part of this RFP at any time prior to the Closing Date and Time by written addendum issued by the VP Business Development and Business Quality or the Contract Administrator.

4.10.2 Proponents who have already submitted their Proposals may either:

4.10.2.1 Withdraw or amend their Proposal in writing prior to Closing Date and Time; or

4.10.2.2 Do nothing, in which case the Proponent will be deemed to have agreed to be bound by the Addendum.

**5.0 QUESTIONS REGARDING THIS RFP**

All questions concerning this RFP are to be submitted in writing and sent only to:

Saskatoon Airport Authority  
Suite 1, 2625 Airport Dr.  
Saskatoon,  
SK. S7L 7L1

Attention: Bev Horne, Contract Administrator

Fax Number: (306) 975-4233

E-mail: [bhorne@skyxe.ca](mailto:bhorne@skyxe.ca)

The Contract Administrator of the SAA shall have sole conduct of this RFP. No communications to or with the SAA will be valid or binding on the SAA unless made or given in writing to the Contract Administrator.

Questions regarding this RFP will be accepted up to 1:00 P.M. Saskatoon Time (1300 hours) (CST) on Tuesday, June 11, 2019.

### 1.0 INTRODUCTION

#### 1.1 The Saskatoon Airport Authority

The Saskatoon Airport Authority (the "SAA") is responsible for the management, operation and development of the Saskatoon John G. Diefenbaker International Airport (the "Airport") in accordance with a 60 year ground lease entered into on January 1, 1999 with Transport Canada and subsequently a further 20 year extension to the original ground lease has been granted.

The SAA is committed to providing the highest level of service to its customers. The purpose of this Request for Proposal (RFP) is to select a supplier to provide carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full service vending.

#### 1.2 Scope of Work

Services to be provided under the contract shall include all labour, supervision, tools, equipment, materials and transportation to:

- 1.2.1 Provide 8 total vending machines; with a minimum of 3 machines located pre-security and 5 located post-security, any additional vending machines will require written consent from the SAA,
- 1.2.2 All vending machines must accept electronic payment,
- 1.2.3 Provide full carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full-service vending,
- 1.2.4 Regularly service and maintain all vending equipment in a good condition,
- 1.2.5 Ensure vending machines shall not be out of service and left in the building for a period longer than 48 hours from the time the issue is reported,
- 1.2.6 Ensure that the vending machines are kept in a clean, neat and tidy condition at all times,
- 1.2.7 Ensure that only those products that have been pre-approved by the SAA shall be sold in any vending machine in the building,
- 1.2.8 Ensure Vending machines shall be stocked and re-stocked with approved product at least weekly or other schedule as may be appropriate all to the satisfaction of the SAA acting reasonably.

## SECTION II

### PROJECT REQUIREMENTS AND FEE PROPOSAL

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#### 1.3 Safety Requirements

- 1.3.1 The importance of following safe work practices demand that the Licensee have an active and effective safety program. The Licensee will demonstrate that it has a history of safe work practices, and that regular safety education is given to its employees, and that CSA safety requirements are complied with and properly documented.
- 1.3.2 The Licensee will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazardous communications, personal protective equipment, fall protection, lockout/tagout and a range of potentially hazardous job site conditions. The Licensee will have all employees trained on this policy or handbook.
- 1.3.3 The Licensee will have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the safety requirements listed above.

#### 1.4 Working Hours and Conditions

- 1.4.1 The equipment/services covered by this RFP is in use daily.
- 1.4.2 Emergency repairs may be required at any time.

#### 1.5 Security

- 1.5.1 The Licensee must comply with all security regulations and procedures of the SAA. The Licensee is to be aware that equipment is generally located in the restricted areas of the terminal building at the airport, and therefore the Licensee's employees are required to comply with all requirements of the SAA's security protocols. This includes obtaining Restricted Area Identity Cards (RAIC), for all employees assigned to work under the contract resulting from this RFP. The cost of any security escorts for employee(s) not holding a pass shall be borne by the Licensee.
- 1.5.2 The Licensee will ensure that all tools are protected so that the tools or any other items that may pose a security threat are not within the reach of anyone other than the Licensee's employees, while working in the restricted areas of the terminal.

### 2.0 PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

The SAA invites proposals from qualified proponents to provide carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full-service vending at the Saskatoon John G. Diefenbaker International Airport (the "Airport").

#### 2.1 Proposal Delivery Requirements

2.1.1 Proposal submissions are to be directed to:

Bev Horne, Contract Administrator  
Saskatoon Airport Authority  
Suite 1, 2625 Airport Dr.  
Saskatoon, SK S7L 7L1

2.1.2 One (1) complete hard copy and one thumb drive of proponents' submission must be received at this location by the SAA no later than 2:00 P.M. Saskatoon time on Thursday, June 27, 2019 or such later date specified by the SAA in an addenda to this request (the "Proposal Due Date").

2.1.3 Faxed or emailed proposal submissions will not be accepted.

#### 2.2 Proponent Qualifications

2.2.1 Proponents must show in their proposals that they have the capacity and ability to deliver the services contemplated in this RFP.

2.2.2 Proponents should provide information on all relevant experience, expertise, and number of years of experience.

#### 2.3 Client References

Provide 3 references, including name, address, phone, email and fax numbers of each client contact at the working level. References may be checked.

### 3.0 Fee Proposal

3.1 Proponents must clearly indicate the percentage fee which shall be payable to SAA as part of their proposal submission.

3.2 All amounts quoted must be in Canadian currency exclusive of the GST and PST as applicable.

3.3 AND, payment of all such fees shall be made by the Licensee without prior demand by the SAA, and delivered to:



## SECTION II PROJECT REQUIREMENTS AND FEE PROPOSAL

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Saskatoon Airport Authority  
Suite 1 – 2625 Airport Drive  
Saskatoon, SK  
S7L 7L1

- 3.4 Payment of the percentage fee by the Licensee to the SAA shall be in quarterly instalments, each such quarterly instalment to become due and payable within fifteen (15) days after the last day of each quarter during the currency of this Agreement.
- 3.5 The Licensee shall also submit with their payment of the percentage fee an itemized statement of gross revenue as identified below in 3.8, 3.9, and 3.10, Financial Statements, as stated hereunder.
- 3.6 The Licensee shall pay all fees herein reserved at the time and in the manner in this Agreement set forth, without any abatement or deduction whatever
- 3.7 Without waiving any other right of action of the SAA in the event of default of payment of fees hereunder, in the event that the Licensee is delinquent after any of the days above appointed in paying the percentage fees, the Licensee shall pay interest thereon at the rate of *12 percent per annum* (1 percent per month compounded), retroactive from the date any such amount is due and payable until paid.
- 3.8 Subject to 3.6 hereof, gross revenue shall mean the total of all revenues generated through vending sales, before deductions of any fees or taxes derived by the Licensee from the operations hereunder.
- 3.9 Gross revenue shall not include any sales taxes that are required to be collected and accounted for to any competent government authority with respect to the Licensee's operations hereunder.
- 3.10 The Licensee shall remit to the Authority in accordance with the provisions hereof the percentage of all gross revenue derived by the Licensee from its Operations hereunder, whether such revenue is actually paid or due and payable only, and notwithstanding any loss sustained by the Licensee with respect to such gross revenue as a result of theft, defalcation or from any other cause whatsoever.

## SECTION II PROJECT REQUIREMENTS AND FEE PROPOSAL

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- 3.11 During the currency of this License, the Licensee shall keep, or cause to be kept, records of gross revenue and expenses in respect of all activities on the Airport in accordance with generally accepted accounting principles.
- 3.12 On or before the fifteenth (15<sup>th</sup>) day after the last day of each quarter during the currency of this License, the Licensee shall supply to the President & CEO an itemized statement of gross revenue for the preceding quarter, signed by a responsible, authorized signing officer of the Licensee, upon which the percentage payments under this License shall be calculated.
- 3.13 The Licensee shall also provide, in addition to the statements referred to in sub-clauses (1) and (2) hereof, such financial statements as may be requested by the President & CEO from time to time provided such financial statements are directly related to the Operations of the Licensee pursuant to this License.
- 3.14 The books of the Licensee, with respect to this License, shall be open for audit and inspection and for taking extracts therefrom at all times, during business hours, by the accredited officers of the Authority, upon reasonable advance notice to the Licensee and upon compliance by accredited officers of the Authority with Licensee's security policies and regulations. The Licensee shall prepare and keep adequate books and records, which shall show transactions by the Licensee. The cost of any audit performed pursuant to this clause shall be borne by the Authority, provided, however, should the result of such audits reveal a discrepancy of more than 5 percent between the annual gross revenue reported in accordance with Clause 4.06 herein and the gross revenue as determined by such audits, then the full cost of such audits shall be borne by the Licensee.
- 3.15 The Licensee shall be deemed to comply with the requirement of this Section to keep and prepare adequate books and records which show transactions by the Licensee where Licensee relies upon records and information provided to Licensee by Licensee's invitees or agents who are supplying portions of the Operations.
- 3.16 In the concluding year of this License the SAA may publish the annual total of the gross revenue reported by the Licensee for the purpose of public tender information, or, request for proposals.

#### 4.0 EVALUATION AND RATING

4.1 Proposals which meet the mandatory requirements set out in this RFP will be reviewed, evaluated and rated by the SAA as follows:

Proponent's comprehensive service program content (40)  
Understanding of the SAA's service requirements (20)  
References/History (10)  
Fee Percentage (30)

4.2 The proponent receiving the highest total score may be awarded the contract at the SAA's sole discretion.

4.3 Notwithstanding the foregoing, the SAA shall have the sole and absolute discretion to:

- 4.3.1 Assess any proposal on the basis of any one or more of the selection criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by the SAA; and
- 4.3.2 Undertake a comparative evaluation of any proposals received and evaluate such proposals based on consideration which, in the sole opinion of the SAA, would yield to the SAA the best value; and
- 4.3.3 Select any proposal considered by the SAA to be in its best interests or the most satisfactory including, without limitation, the lowest or any price proposal.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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### 1.0 PROPOSAL DOCUMENTS

1.1 The following are the proposal documents:

The RFP, as may be amended, identified as:

- Section I – Special Conditions
- Section II – Project Requirements and Fee Proposal
- Section III – General Instructions to Proponents
- Section IV - Contract Terms and Conditions
- Section V – Insurance
- Section VI – Safety and Security Requirements
- Section VI – Contract Services Agreement

1.2 The proponent's duly completed and signed proposal.

1.3 Submission of a proposal constitutes acknowledgement that the proponent has read and agrees to be bound by all the above proposal documents.

### 2.0 OVERVIEW OF SELECTION PROCEDURE

In response to this RFP, interested proponents should submit a proposal in which they provide services that include all services to be provided under the contract shall include all labour, supervision, tools, equipment, materials and transportation to:

Services to be provided under the contract shall include all labour, supervision, tools, equipment, materials and transportation to:

- 2.1 Provide at least 8 total vending machines; with a minimum of 3 machines located pre-security and 5 located post-security, any additional vending machines will require written consent from the SAA,
- 2.2 All vending machines must accept electronic payment,
- 2.3 Provide full carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full-service vending,
- 2.4 Regularly service and maintain all vending equipment in a good condition,
- 2.5 Ensure vending machines shall not be out of service and left in the building for a period longer than 48 hours from the time the issue is reported,
- 2.6 Ensure that the vending machines are kept in a clean, neat and tidy condition at all times,
- 2.7 Ensure that only those products that have been pre-approved by the SAA shall be sold in any vending machine in the building,

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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- 2.8 Ensure Vending machines shall be stocked and re-stocked with approved product at least weekly or other schedule as may be appropriate all to the satisfaction of the SAA acting reasonably.

Each responsive proposal received will be reviewed, evaluated and rated by the SAA in accordance with the evaluation criteria and weight factors set out in this RFP.

### 3.0 RESPONSIVE PROPOSALS

- 3.1 A complete proposal with supporting information is required to allow proper evaluation to be conducted. Faxed or emailed proposal submissions will not be accepted. To be considered responsive, a proposal should meet the mandatory requirements set out in this RFP.
- 3.2 Submissions delivered after the Proposal Due Date and time will not be considered.

### 4.0 SUBMISSION OF PROPOSAL

It is the proponent's responsibility to:

- 4.1 Submit a signed proposal, duly completed, in the format requested, on or before the Proposal Due Date; and
- 4.2 Direct proposals only to the designated office identified in SECTION II 2.1.1 of this RFP.
- 4.3 Proposals must be based on the **scope of work** described in SECTION II 1.2.1 to 1.2.8 of this RFP. It is the responsibility of the proponent to obtain clarification of any terms, conditions or technical requirements contained in this RFP.
- 4.4 Timely and correct delivery of proposals to the designated office is the sole responsibility of the proponent. The SAA will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the proponent.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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- 4.5 All RFP submissions become the property of the SAA and will not be returned to the proponent unless a written request to withdraw is received prior to the Proposal due date.
- 4.6 This RFP does not constitute an offer. No agreement shall result upon submission of a proposal. The SAA shall not be under obligation to enter into any agreement with any proponent in connection with this RFP, and any subsequent responses received.
- 4.7 Proposals that contain qualifying conditions or otherwise fail to conform to these general instructions may be disqualified or rejected.
- 4.8 Any costs incurred by proponents in the preparation and submission of their proposal, and any subsequent negotiations, meetings or presentations, are solely the proponent's responsibility.
- 4.9 The submission of a proposal in response to this RFP shall be deemed proof that the proponent is satisfied with all provisions of this RFP. The SAA will not entertain any claims based on any assertion by the proponent that it was uninformed or unaware of the provisions, terms or conditions of this RFP. Any inconsistency, discrepancy, ambiguity or omission noted in this document should immediately be brought to the attention of the SAA in writing.
- 4.10 The SAA may provide additional information, clarification or modification by written addendum which shall be incorporated into and become part of this document. The SAA shall not be bound by oral or other informal explanations or clarifications not contained in such written addenda.
- 4.11 Proponents must ensure that no representative of the proponent extends entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the SAA or to members of its board of directors.
- 4.12 Each proponent, by submitting a proposal in response to this RFP declares that (a) the proposal is not made in connection with any other proponent submitting a proposal for the same services and is in all respects fair and without collusion or fraud; (b) unless otherwise detailed in its proposal, to the best of the proponent's knowledge, no SAA employee or member of the SAA's board of directors has any personal or beneficial interest whatsoever in the services offered by the proponent itself or any parent or subsidiary firm.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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- 4.13 Each proponent, by submitting a proposal in response to this RFP, agrees that in the event of legal action resulting from this RFP, the proponent will not claim damages in excess of an amount equivalent to the reasonable costs incurred in preparing its response to this RFP and the proponent waives any claim for loss of profits or any other damages if there is no agreement resulting from the proponent's proposal.
- 4.14 The prior written approval of the SAA will be required before the proponent makes any statement to the press or issues any material for publication to any media of communication pertaining to discussions and/or negotiations regarding this RFP and/or any proposals or contracts which may result.
- 4.15 The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The SAA makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the SAA site and its vicinity, now or in the future. The furnishing of such information by the SAA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of this RFP by submitting a response to the SAA, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the SAA, or any other third party who prepared a report for the SAA, liable or responsible therefore in any manner whatsoever.
- 4.16 Title to and ownership of confidential information and all related materials and documentation contained in this RFP will remain with the SAA. Nothing contained herein shall be construed as granting or implying any transfer, assignment or license of rights in this RFP or any information contained in this RFP to any proponent, including any copyright or other intellectual property rights in or relating to this RFP and the information contained in this RFP.

### 5.0 ENQUIRIES

- 5.1 Any questions or requests for clarification during the tender period must be submitted in writing by the prime contact of a proponent to Bev Horne, Contract Administrator. Responses will be sent by the SAA to the prime contact of the proponent, who will be responsible for internal distribution as required within the proponent's Licensee team.
- 5.2 To ensure equality of information provided to proponents, answers to significant enquiries will be forwarded simultaneously to each proponent.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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- 5.3 Questions or requests for clarification during the solicitation period must be submitted in writing as early as possible. Enquiries are to be received no later than 5 working days prior to the Proposal Due Date.
- 5.4 Proponents using any facsimile or e-mail transmission to make inquiries relative to making a proposal assume the entire risk that such inquiries will be properly received by the SAA, on time or at all, and that all other requirements herein will be satisfied.

### 6.0 REVISION OF PROPOSAL

A proposal submitted in accordance with these requirements may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the Proposal Due Date. The revision must be on the proponent's letterhead or bear a signature that identifies the proponent, and must clearly identify the changes to be applied to the original proposal. The revision must also include the information identified in Submission of Proposal.

### 7.0 ACCEPTANCE OF PROPOSAL

- 7.1 The SAA reserves the right to negotiate for the modification of any single proposal, to seek clarification of the contents of any proposal submitted or to require a proponent to submit further documentation, and to waive requirements of this RFP at its sole discretion.
- 7.2 The SAA may meet with one or more proponents to discuss aspects of their respective proposals. The SAA may require proponents to submit supplementary documentation clarifying any aspect of their proposals and seek the respective proponent's acknowledgement of that interpretation. However, the SAA is not obliged to seek clarification of any aspect of any proposal. The supplementary documentation accepted by the SAA and written interpretations which have been acknowledged by the affected proponent shall be considered as part of its proposal.
- 7.3 The SAA will consider all proposals as confidential, subject to the provisions of any disclosure requirements imposed by law. The SAA will, however, have the right to make copies of all the proposals received for its review process and to provide such copies to its staff, advisors and representatives. Proponents must not disclose any details pertaining to its proposal to anyone not specifically involved in its proposal without the prior written consent of the SAA.



## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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- 7.4 The SAA does not bind itself to accept any proposal. The SAA reserves the right to accept the proposal which, in the SAA's sole opinion, is deemed the most advantageous to the SAA. The SAA reserves the right to accept any proposal in whole or in part and to discuss with any proponent different or additional terms to those envisaged in this RFP or in the proponent's proposal. the SAA may, in its sole discretion:
- 7.4.1 reject any or all proposals;
  - 7.4.2 accept any proposal;
  - 7.4.3 waive any requirement of this RFP in its sole discretion;
  - 7.4.4 cancel this RFP at any time at its sole discretion;
  - 7.4.5 if only one proposal is received, elect to accept or reject it;
  - 7.4.6 request one or more proponents to adjust the content of their proposal to better meet the SAA's requirements;
  - 7.4.7 not accept the lowest proposed price; or
  - 7.4.8 alter the timing, this RFP process, procedures or objective of the project or any other aspect of this RFP.
- 7.5 The successful proponent will be expected to enter into a contract with the SAA which sets out the scope of work as well as other terms and conditions. If a contract cannot be successfully completed with the initial successful proponent, the SAA may terminate discussions with that proponent and begin discussions with the next selected proponent. No commitment shall exist until a binding agreement is entered into and no proponent will have any rights or remedies against the SAA or the Crown arising from such discussions or from the SAA's failure to enter into a contract with such proponent. The SAA may acquire the services contemplated in this RFP from persons or organizations other than those who have submitted responses.

### 8.0 LICENSING REQUIREMENTS

Key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by applicable Saskatchewan legislation.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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### 9.0 INSURANCE REQUIREMENTS

- 9.1 The successful proponent shall be required to obtain and maintain insurance coverage in accordance with the requirements set out in Section V Insurance. By submitting a proposal, the proponent certifies that the proponent is capable of obtaining, and will obtain and maintain, insurance in accordance with the requirements set out in the proposal documents.
- 9.2 No insurance requirement stipulated in the proposal documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage that the successful proponent and other members of the Licensee team may consider being necessary for their own protection or to fulfill its obligations.

### 10.0 SECURITY REQUIREMENTS

- 10.1 Proponents shall take note of, and comply with, the security requirements stipulated as a requirement in this RFP and set out in Section VI Safety and Security Requirements. Employees and staff of the proponent and any other person involved in the provision of services, must either be in possession of, or agree to be investigated for, a valid, appropriate level of personnel security screening that may be required under the provisions of this RFP. If security screening is required, each person involved in the provision of the services must hold such security screening prior to commencement of work.
- 10.2 In all contractual arrangements with persons who are to be employed in the performance of the services, the successful proponent shall make provision for the performance of an obligation that may be imposed upon the proponent under these security requirements.

### 11.0 GOODS AND SERVICES TAX (GST) AND PROVINCIAL SALES TAX (PST)

The proposed fees for the services shall not include any amount for the Goods and Services Tax (GST) or the Provincial Sales Tax (PST) as may be applicable. Any amount levied in respect of the GST and PST will be billed as a separate item in invoices and will be paid in addition to the amount approved for services performed, in accordance with the contract documents.

## SECTION III GENERAL INSTRUCTIONS TO PROPONENTS

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### **12.0 IDENTITY OR LEGAL CAPACITY OF THE PROPONENT**

In order to establish the legal capacity under which a proponent proposes to enter into a contractual arrangement, any proponent who carries on business in other than its own personal name shall, if requested, provide proof of the legal capacity under which it carries on business prior to the contractual arrangement being entered into. Such proof may be in the form of a copy of the articles of incorporation or a copy of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

### **13.0 LAW AND FORUM**

This RFP process and the contract resulting from it shall be governed by and construed in accordance with the laws of Saskatchewan.

### **14.0 DEBRIEFING**

There will be no debriefing for unsuccessful proponents as a result of this RFP.

### 1.0 CONTRACT TERMS AND CONDITIONS

The successful proponent will be expected to enter into a contract with the SAA which sets out the scope of work as well as other terms and condition. A summary of the types of terms and conditions that will be included in the contract are set out below. While the summary sets out a description of various terms, such descriptions are not intended to form the complete contractual language relating to such term. The summary below is not exhaustive, and is not meant to form a contract. The SAA reserves the right to require additional terms and conditions depending upon the provisions contained in the proponent's proposal.

If a contract cannot be successfully completed with the initial successful proponent, the SAA may terminate discussions with that proponent and begin discussions with the next selected proponent. No proponent will have any rights or remedies against the SAA arising from such discussions or from the SAA's failure to enter into a contract with such proponent.

### 2.0 TERM

The term of the contract shall be for a period of five (5) years with the option for SAA to extend an additional five (5) years at the sole discretion of SAA.

### 3.0 COMPENSATION

Items included in and excluded from the agreed compensation will be specified. Compensation will be reflected exclusive of GST and PST. Shipping costs and any applicable customs duties will be for the account of the proponent. The SAA will make any withholdings required by law to be made from any payments of fees.

### 4.0 PAYMENT

Payments will be made on a monthly basis. Payments will be made not later than 30 days following receipt of a properly submitted invoice. The SAA will provide direction as to the appropriate information to be included in invoices.

### 5.0 INDEMNIFICATION

Proponent will be required to provide indemnification for its negligence and misconduct, and intellectual property indemnification as required based on components of the service.

### 6.0 EVENTS OF DEFAULT

Events of default will include proponent's failure to fulfill its obligations in accordance with contract, insolvency, bankruptcy. The SAA's remedies will include provision of additional equipment/services by proponent at its cost to rectify the default or, in the event of material default, termination of the agreement and reinstatement of the parties to the status quo.

### **7.0 WARRANTIES**

Warranties relating to (i) work being done in a good and workmanlike manner with reasonable care and skill; (ii) all parts supplied new and free and clear of all liens; and other warranties as may be appropriate given the nature of the proponent's proposal will be included in the contract.

### **8.0 COMPLIANCE WITH APPLICABLE LAW AND DIRECTIVES**

Proponent must comply with all applicable laws and the SAA's safety, security and occupational health directives and requirements.

### **9.0 INSURANCE**

The proponent shall provide at its expense the insurance set out in Section V Insurance. Insurance policies must specify that the SAA and the Crown are additional insureds.

### **10.0 SAFETY AND SECURITY**

The successful proponent resulting from this RFP will be required to comply with the safety and security provisions as set out in Section VI Safety and Security Requirements.

### **11.0 GOVERNING LAW**

The law of the Province of Saskatchewan will govern the contract.

### 1.0 SCHEDULE OF INSURANCE TO BE SUPPLIED BY THE LICENSEE

1.1 "All Risks" Licensee's Equipment Insurance for full replacement cost covering any:

- 1.1.1 owned and non-owned mobile equipment
- 1.1.2 property and construction or testing tools, and
- 1.1.3 machinery and equipment

used by the Licensee in the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, if applicable.

1.2 Automobile Liability Insurance with respect to automobiles used directly or indirectly in the performance of the Work which are owned, leased, chartered or used by the Licensee and covering liability for:

- 1.2.1 bodily injury,
- 1.2.2 death, and
- 1.2.3 damage to property

with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Such policy may contain exclusionary language relative to liability incurred while vehicles are operating within airside.

1.3 The foregoing policies shall:

- 1.3.1 be endorsed or provide the Saskatoon Airport Authority with no less than thirty (30) days' prior notice by registered mail in advance of cancellation, or amendment restricting or changing coverage,
- 1.3.2 be primary and non-contributing to any other insurance available to the Saskatoon Airport Authority, except as noted in "1.2" above,
- 1.3.3 be maintained continuously from the commencement of the Work until ten (10) days following the date of completion of the Work.

### 2.0 INSURANCE REQUIREMENTS

2.1 Comprehensive general liability insurance including but not limited to property damage, bodily injury, contractual liability, non-owned automobile liability, owners and Licensee's protective insurance covering all activities conducted by the Licensee for a limit not less than \$5,000,000.

- 2.2 Standard owners form automobile policy providing a minimum of \$5,000,000 bodily injury and property damage coverage on all vehicles owned or operated by or on behalf of the Licensee.
  
- 2.3 Provide proof of good standing with the Workers Compensation Board of Saskatchewan (or applicable jurisdiction) as well as Saskatchewan Finance.

### 1.0 AIRPORT RESTRICTED AREA

- 1.1 An "Airport Restricted Area" is any area on Airport property to which access is signed as restricted.
- 1.2 Access to an Airport Restricted Area is restricted to authorized personnel and vehicles performing duties directly related to this Contract.
- 1.3 Personnel working in an Airport Restricted Area shall at all times be in possession of, and display their restricted area identification card ("RAIC") while in that restricted area in compliance with the conditions of issuance or approval of the pass. Personnel not complying with this requirement will be denied access to the restricted area.
- 1.4 No person shall operate a vehicle on airside unless they are in possession of a valid airside vehicle operators permit ("AVOP"), under approved escort or accompanied by an AVOP holder.
- 1.5 Vehicles that require access to the place of the Work within an Airport Restricted Area must be escorted to and from the place of the Work by a vehicle and escort approved by the Airport security office and must follow the rules of escort.

### 2.0 THE SASKATOON AIRPORT AUTHORITY'S OBLIGATIONS

- 2.1 The SAA will assist the Licensee in obtaining RAICs, keys or combination lock codes required to allow the Licensee to complete the Work.
- 2.2 The SAA shall ensure that all key Licensee personnel are briefed on all pertinent aspects of Airport security by the Airport Security Office.
- 2.3 Airport operations as required will co-ordinate any special situations or emergencies.



### 3.0 LICENSEE'S OBLIGATIONS

- 3.1 The Licensee is responsible for the safe operation of vehicles and equipment driven or operated at the Airport on the Licensee's behalf. In particular, the Licensee shall ensure that its employees and sub-Licensees comply with the SAA's Airport Traffic Directives.
- 3.2 The Licensee is responsible for all fees payable for failure to return, including lost RAICs AVOPs and keys, including those issued to suppliers of materials or services.
- 3.3 The Licensee is responsible for becoming familiar with and following all applicable safety and security legislation pertaining to contracted personnel. Failure to comply with all applicable legislation may result in fines against the Licensee or delays imposed on Work pending correction by the Licensee of any deficiencies.
- 3.4 When required, the Licensee is responsible for hiring security escorts or guards and for briefing contracted personnel, and suppliers regarding applicable security and safety legislation and for ensuring that they abide by all the SAA directives.
- 3.5 While within an Airport Restricted Area, an escort with a valid RAIC is required to provide security for every ten or fewer project workers.
- 3.6 The Licensee is responsible for ensuring that all job requirements are carried out in accordance with applicable safety legislation.

### 4.0 RESTRICTED AREA IDENTITY CARDS (RAICs) AND KEYS

- 4.1 The Airport Security Office will issue RAICs. Pass holders must comply with conditions of issuance and approval of the pass.
- 4.2 Permanent passes: no person may be issued a RAIC which allows uncontrolled access to restricted areas unless that person holds a valid Airport Restricted Area access clearance.
- 4.3 Temporary Passes: all personnel issued Temporary Passes shall be subject to appropriate security controls as determined by the Airport Security Office.

## SECTION VI SAFETY AND SECURITY REQUIREMENTS

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- 4.4 The Licensee is responsible for distributing Temporary Passes at the beginning of each working day or shift and retrieving them at the end of each working day or shift. Temporary Passes will be issued and supported by a certificate which shall be held on site at all times by the Temporary Pass holder.
- 4.5 The Licensee must immediately report any lost, stolen or destroyed pass to the Airport Pass Control Office.
- 4.6 All requests for keys must be submitted to the Airport security office. Should the loss or theft of a key compromise the overall Airport keying system, all re-keying required to rectify the situation will be performed at the expense of the Licensee.
- 4.7 On completion of the Work, the Licensee shall return all RAICs and keys to the Airport Pass Control Office. The Licensee shall pay an administrative fee for each pass or key not returned regardless of the reason.
- 4.8 On an employee's termination of employment the Licensee must immediately ensure the RAIC of the employee is returned to the Airport Security Office. If these items are not received at time of termination by the Licensee, the Licensee must notify the SAA without delay.

### 5.0 EMERGENCY CONTACTS

- 5.1 The Licensee will provide to the Representative a list of responsible personnel who may be contacted after working hours in case of emergency.

### 6.0 EVACUATION

- 6.1 The Licensee shall immediately cease all activities and evacuate the place of the Work as directed by the SAA in the event of a declared emergency by the SAA.

### 7.0 USE OF RADIOS

- 7.1 When radio communication is required between the Licensee's personnel, all radio equipment is to be supplied by the Licensee. The SAA must be advised in order to verify that the Licensee's radio frequency will not cause interference with essential communication equipment and navigational aids at the Airport.

### 8.0 SITE FENCING AND BARRIERS

- 8.1 Site security during the construction and operational stages must not be compromised. Site fencing and barriers shall comply with Transport Canada requirements. All fencing and or barriers shall remain on site for future repair use and monthly servicing.



## SECTION VII CONTRACT SERVICES AGREEMENT SAMPLE

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### SAMPLE CONTRACT SERVICES AGREEMENT

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**Contract Number:  
ARTICLES OF AGREEMENT**

The Saskatoon Airport Authority (the "SAA"), having its permanent address at:

Suite 1, 2625 Airport Dr.  
Saskatoon, SK  
S7L 7L1

does hereby enter into an agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019 to retain \_\_\_\_\_, (the "Licensee"), having its permanent address at:

to furnish certain maintenance services and the Licensee agrees to furnish the services under the terms and conditions as set out herein.

**1.0 AGREEMENT DOCUMENTS/DEFINITIONS/GENERAL INFORMATION**

1.1 The following documents and any amendments relating thereto form the Agreement between the SAA and the Licensee:

- 1.1.1 the original Request for Proposals (RFP) with addenda (if any), and the notes from the mandatory briefing prior to close of the RFP;
- 1.1.2 the Licensee's submission in response to the Request for Proposal;
- 1.1.3 these Articles of Agreement;
- 1.1.4 the document attached hereto as Schedule "A" and entitled "Scope of Work";
- 1.1.5 the document attached hereto as Schedule "B" and entitled "Compensation";
- 1.1.6 the document attached hereto as Schedule "C" and entitled "Contract Terms, Conditions, and Status Reports";
- 1.1.7 the document attached hereto as Schedule "D" and entitled "Insurance".

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged by the Licensee, the SAA and the Licensee agree as follows:

**Contract Number:  
ARTICLES OF AGREEMENT**

**2.0 DEFINITIONS AND GENERAL INFORMATION**

2.1 In this Agreement:

- 2.1.1 "Agreement" includes all schedules hereto and all amendments and renewals if any from time to time;
- 2.1.2 "SAA" means Saskatoon Airport Authority;
- 2.1.3 "Compensation" means the fees, reimbursement (if any), and other compensation set out in Schedule "B", and includes any compensation for Extra Work, if any, as contemplated in Schedule "B";
- 2.1.4 "Licensee" means the undersigned Licensee;
- 2.1.5 "Contract Services Suppliers" means, collectively, all Personnel, and Material Suppliers involved, utilized or engaged in connection with providing the Services under this Agreement;
- 2.1.6 "Event of Default" has the meaning assigned in paragraph 11.3;
- 2.1.7 "Extra Work", if any, means additional work or services as contemplated in Schedule "A";
- 2.1.8 "GST" means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefor in force from time to time;
- 2.1.9 "VP Business Development and Service Quality" means the SAA's manager responsible for administration of this Agreement, as designated by the SAA from time to time, and, unless otherwise specified, the VP Business Development and Service Quality shall be Ms. CJ Dushinski.
- 2.1.10 "Material Suppliers" means any person furnishing materials or supplies to the Licensee in connection with the Services;
- 2.1.11 "Personnel" means employees and personnel of the Licensee involved in providing the Services under this Agreement;
- 2.1.12 "Project" means the project described in Schedule "A" hereto;
- 2.1.13 "PST" means Saskatchewan provincial sales tax and any successor tax or levy therefor in force from time to time;
- 2.1.14 "Services" means the services described in Schedule "A" hereto;

**Contract Number:  
ARTICLES OF AGREEMENT**

- 2.1.15 "Site" means the lands and premises leased by the SAA from Her Majesty the Queen in Right of Canada, and vicinity;
- 2.1.16 "Standard" means the higher of: (i) the standard implied or imposed by law; (ii) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline; (iii) the standard prescribed or contemplated by this Agreement;
- 2.1.17 "Subcontractors" means subcontractors, agents or third parties engaged by the Licensee in connection with providing or supplying the Services;
- 2.1.18 "Term" means the term specified in Schedule "C", subject to extension or earlier termination in accordance with the provisions hereof;
- 2.1.19 "Unit Pricing", as to Extra Work if any contemplated in Schedule "A", means unit pricing as stipulated in Schedule "B".
- 2.1.20 "Work Product" or "As-Built" means all drawings, plans, models, designs, reports, specifications, calculations and other documents and electronic media, and all concepts, products, prototypes and processes prepared, produced or developed by or at the direction of the Licensee or any Contract Services Supplier directly or indirectly in connection with the Project or the performance of the Services;
- 2.2 The headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provision.
- 2.3 All references to any party, whether a party to this Agreement or not, shall be read with such changes in number and gender as the context or reference reasonably requires.
- 2.4 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada, and shall be payable at Saskatoon, Saskatchewan.
- 2.5 If the Licensee is comprised of more than one person, then all liabilities and obligations shall be joint and several.
- 2.6 The proper law of this Agreement is the law of the Province of Saskatchewan. The Licensee hereby submits and attorns to the jurisdiction of the Courts of the Province of Saskatchewan. The SAA may require that any action or proceeding concerning this Agreement or anything connected with this Agreement shall be initiated in the courts of Saskatchewan.

**Contract Number:  
ARTICLES OF AGREEMENT**

- 2.7 This Agreement, the schedules to this Agreement, and any documents expressly contemplated by this Agreement, constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 2.8 Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 2.9 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**3.0 SERVICES**

- 3.1 The Licensee shall provide and perform the Services to and for the benefit of the SAA. The Licensee shall provide the Services to the Standard and shall at all times comply with and perform to the Standard. The duties and obligations of the Licensee set out in this Agreement are in addition to and shall not be construed so as to limit or derogate from the Licensee's duties or obligations at law or in equity. The Licensee shall act with utmost good faith towards the SAA and shall observe and perform the obligations of a fiduciary, in connection with performance of the Services hereunder.
- 3.2 The Licensee shall provide all equipment, supplies and materials necessary in connection with providing and carrying out the Services.

**4.0 COMPENSATION**

- 4.1 In consideration of the performance of the Services by the Licensee in accordance with this Agreement, the SAA shall pay to the Licensee the Compensation in accordance with Schedule "B". Payment of the Compensation will be subject to any adjustment provided for in this Agreement. The SAA shall have the right to set off against payment of the Compensation any charge, liability or indebtedness owed by the Licensee to the SAA.

**5.0 CONTRACT SERVICES SUPPLIERS**

- 5.1 The Licensee represents to the SAA that it and all Contract Services Suppliers are competent and have the qualifications, designation, experience and capabilities necessary to carry out the Services to the Standard.
- 5.2 The Licensee shall ensure that all Contract Services Suppliers comply with the provisions and stipulations of this Agreement.



**Contract Number:  
ARTICLES OF AGREEMENT**

**6.0 SECURITY AND SAFETY MEASURES; ENVIRONMENTAL; POLICIES, RULES AND REGULATIONS**

- 6.1 The SAA may prescribe rules, regulations, policies and procedures from time to time for:
  - 6.1.1 matters pertaining to security and safety, including issuance of passes, keys, badges, and like devices, and the SAA may charge reasonable fees for the issuance thereof;
  - 6.1.2 environmental matters; and
  - 6.1.3 such other matters as the SAA may from time to time prescribe. The Licensee shall be responsible to ensure that all Contract Services Suppliers comply with such rules, regulations, policies and procedures in effect from time to time. Such rules, regulations, policies and procedures may be changed by the SAA from time to time. The SAA may at any time prescribe specific stipulations applicable to the Licensee and Contract Services Suppliers.

**7.0 INSURANCE AND INDEMNIFICATION**

- 7.1 The Licensee shall comply with and abide by the stipulations regarding insurance as set out in Schedule "D".
- 7.2 The SAA shall comply with and abide by the stipulations regarding insurance as set out in Schedule "D".
- 7.3 The SAA acknowledges and agrees that the liability of the Licensee shall be strictly limited to the terms, coverage and limits of the policies as set out in Schedule "D". The Licensee shall ensure that it remains eligible at all times for coverage for the applicable profession, field or discipline.
- 7.4 The Licensee shall defend, indemnify and hold harmless the SAA and all directors, officers, agents, servants and employees of the SAA from and against any claim, demand, expense (including legal fees and disbursements), lien, award or liability in connection with;
  - 7.4.1 or arising from the supply and provision of the Services under this Agreement and all related matters, including injury or death to anyone including Contract Service Suppliers, loss or damage to property whether belonging to the Consultant or anyone else, any claim or matter in dispute between the Consultant and any Contract Service Supplier, and any failure or deficiency by the Licensee in supplying and providing the Services; and

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7.4.2 any claim on account of infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights, or of any obligation of confidentiality, in connection with the Services or Work Product or parts or materials supplied by the Licensee.

7.5 Insurance proceeds will be available to the Licensee, to the extent provided for in paragraph 7.1, 7.2 and 7.3 hereto and Appendix "E" and elsewhere in this Agreement.

**8.0 WORK PRODUCT**

8.1 Unless otherwise agreed in writing between the Licensee and the SAA, all Work Product shall belong to the SAA and all copyright and other intellectual property or rights present and future in Work Product are hereby vested in the SAA. Where appropriate Work Product shall contain the form of notice prescribed by the Universal Copyright Convention indicating the SAA as the owner.

8.2 The Licensee shall obtain releases, licenses, permissions and other authorizations in connection with any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights held by third parties, as may be required.

8.3 The Licensee shall deliver to the SAA on request copies of all Work Product and all files and correspondence pertaining to performance of this Agreement including Work Product and files and correspondence of Contract Services Suppliers.

8.4 Risk of loss, theft or damage to Work Product shall rest with the Licensee, until delivered to the SAA.

**9.0 CONFIDENTIALITY**

9.1 Subject to paragraph 8.2, the Licensee shall not disclose any information, plans or designs to which the Licensee may have access by virtue of its connection with the Project (unless such information, plans or designs are already publicly available or were disclosed to the Licensee by a third party in a non-confidential capacity), or any Work Product or information developed by the Licensee in connection with the Project, to any person not expressly authorized by the SAA to receive such information, plans, designs or Work Product. The Licensee shall ensure that all Contract Services Suppliers comply with the foregoing confidentiality requirements. The SAA may make the following directions to safeguard the confidentiality of all such information, plans, designs and Work Product:

9.1.1 restrictions upon personnel to be permitted access to information, plans, designs or Work Product;

9.1.2 restrictions upon time and place of access and method of reproduction;

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- 9.1.3 restrictions upon uses to which such information, plans, designs or Work Product may be put by the Licensee; and
- 9.1.4 the imposition of other procedures necessary in the reasonable opinion of the SAA to protect and safeguard confidentiality, both before and after the termination of this Agreement.

The SAA may require, and in such event the Consultant shall require, any Contract Services Supplier to execute an agreement with the SAA regarding the confidentiality of all information, plans, designs and Work Product.

- 9.2 At any time before the termination of this Agreement, the Licensee may disclose information, plans, designs or Work Product respecting the Project to certain persons without the express authorization of the SAA provided that such disclosure is:
  - 9.2.1 strictly limited to information, plans or designs which the Licensee, exercising its best professional judgement, deems to be essential to the performance of the Services and for the benefit of the SAA; and,
  - 9.2.2 made only to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Project.
- 9.3 The Licensee acknowledges that in the event of breach by the Licensee of its obligations of confidentiality, damages would be an inadequate remedy. The Licensee agrees that the SAA, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

**10.0 ACCOUNTS AND RECORDS**

- 10.1 The Licensee shall keep proper accounts and records of all expenditures made in connection with the Services and all invoices, receipts and vouchers relating thereto.
- 10.2 The SAA shall have the right at any time and from time to time during the Term and for a period of 12 months after termination of the Term to audit the books and records of the Licensee relevant to this Agreement. The Licensee shall retain all such records for at least this period.

**11.0 TERMINATION OF SERVICES OR AGREEMENT**

- 11.1 This Agreement will remain in effect until expiry of the Term or termination as provided for herein.

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- 11.2 The SAA may terminate this Agreement before completion of the Services or expiry of the Term, anything to the contrary herein notwithstanding, as follows:
- 11.2.1 upon 30 days' notice to the Licensee; or
  - 11.2.2 at the option of the SAA, at any time after the happening of an Event of Default.
- 11.3 For the purposes of this Agreement, an "Event of Default" shall be deemed to occur if:
- 11.3.1 The Licensee is in breach of any covenant, obligation or representation hereunder and such breach is material;
  - 11.3.2 The SAA, acting reasonably, considers that it is likely that the Licensee will not complete the Services, or any part of the Services, in accordance with the scheduled completion dates or performance schedule set out herein and such failure to meet the scheduled completion dates or performance schedule is, in the opinion of the SAA, not due to events or circumstances beyond the Licensee's control or which were reasonably foreseeable at the time this Agreement was entered into;
  - 11.3.3 The SAA, acting reasonably, considers that the Licensee, or any agent or employee of the Licensee, has acted or is acting in a manner detrimental to the SAA or the Project;
  - 11.3.4 The Licensee becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it;
  - 11.3.5 any Contract Services Supplier becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and the SAA acting reasonably is concerned with regard to potential adverse impact on the Project.
- 11.4 Where the Agreement is terminated under paragraph 11.2(a), the SAA shall pay to the Licensee such part of the Compensation as can reasonably be considered to have been earned by the Licensee to the date of termination and recognition shall be given for reasonable costs for shutdown and start-up provided that the Licensee shall make reasonable efforts to mitigate. Upon the termination of this Agreement and payment as required under this Agreement, the SAA shall have no further obligation or liability to the Licensee in connection with this Agreement or its termination and may as a condition of final payment under this Agreement require the Licensee to execute and deliver a release and discharge in favour of the SAA.

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- 11.5 In the case of an Event of Default or if the Licensee fails to supply and provide the Services or any part thereof in accordance with this Agreement the SAA may remedy any deficiency and may engage others to do so, and may charge against the Licensee all extra costs and expenses in doing so. The SAA will be under no obligation to remedy any failure or deficiency on the part of the Licensee and will not incur any liability to the Licensee for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.
- 11.6 Termination for any reason of this Agreement shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination as provided for herein. Without limiting the foregoing, for clarity, this will record that it is understood that the provisions of Articles 7, 8, 9, 10, 14, and 15 and the Schedules shall survive termination.
- 11.7 The remedies of the SAA in this Agreement are cumulative and are in addition to any remedies available to the SAA at law or in equity. No remedy will be deemed to exclude or to restrict the right of the SAA to any remedies against the Licensee and the SAA may from time to time have recourse to one or more of the remedies specified in this Agreement or at law or in equity notwithstanding the termination of this Agreement.
- 11.8 The SAA retains the right, whether or not the Licensee is in default hereunder, to carry out and perform any Services and to engage others in doing so; but the SAA will be entitled to claim over and charge the Licensee, as provided for in 11.5, only if the Licensee is in breach or default of its obligations hereunder.
- 11.9 The SAA may, at any time and from time to time by delivery of notice in writing to the Licensee, suspend the performance of the Services for the period of time specified in such notice. In the event that the SAA shall pay to the Licensee such part of the Compensation as can reasonably be considered to have been earned by the Licensee to the date of the suspension, and recognition shall be given for reasonable costs for shutdown and start-up provided that the Licensee shall make reasonable efforts to mitigate.

**12.0 COOPERATION AND COORDINATION**

- 12.1 The Licensee shall cooperate and coordinate the performance of the Services with the SAA's personnel and the SAA's Licensees, suppliers, and other Licensees.
- 12.2 The SAA is a customer and service-driven organization. The SAA and the Licensee agree to work cooperatively in carrying out the Project and the Services, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing inconvenience to users of the Airport.

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**13.0 ASSIGNMENT**

- 13.1 The Licensee shall not be entitled to assign this Agreement or any portion of this Agreement either voluntarily, involuntarily or by operation of law, and the Licensee shall not have any right, power or the authority to subcontract or delegate the supply or provision of the Services to be performed hereunder, or any portion thereof, without the SAA's written approval, which approval may be arbitrarily withheld.
- 13.2 If the Licensee is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of paragraph 13.1.

**14.0 COMPLIANCE WITH LAWS**

- 14.1 In carrying out its obligations hereunder the Licensee shall comply with all laws, regulations and statutory requirements of every competent federal, provincial, municipal, regional and other statutory authority applicable to the Project and the Services.
- 14.2 The Licensee shall obtain all requisite permits and licenses for supplying and providing the Services under this Agreement; provided that the Licensee must obtain approval of the SAA before any application for licence or permit is made. The Licensee does not have the authority without written approval of the SAA to submit to any regulatory regime or regulatory authority, and has no authority to make any such application without prior approval of the SAA as aforesaid.

**15.0 LICENSEE NOT AGENT OR EMPLOYEE**

- 15.1 The Licensee is acting as an independent Licensee in performing the Services hereunder. The Licensee is not the employee or agent of the SAA and shall not enter or purport to enter into any contract or subcontract on behalf of the SAA. All persons employed by or subcontracted to the Licensee to perform Services hereunder shall be employees as the case may be, of the Licensee and shall not be agents or employees of the SAA.

**16.0 NO JOINT VENTURE, PARTNERSHIP, OR PRINCIPAL AGENT RELATIONSHIP**

- 16.1 The Licensee and the SAA acknowledge that no joint venture, partnership, or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and covenant that they will not assert otherwise. As required by the SAA's ground lease, the Licensee acknowledges that no joint venture, partnership, or principal-and-agent relationship exists between the SAA and Her Majesty the Queen in Right of Canada, and the Licensee covenants that the Licensee will not assert otherwise.

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**17.0 SECRET BENEFIT**

17.1 The Licensee, its agents and employees shall not give or offer to give to any director, officer, employee or agent of the SAA or to the SAA any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will permit the SAA to terminate this Agreement.

**18.0 MISCELLANEOUS**

18.1 The Licensee shall not display any signs or advertising on the Site without the prior approval of the SAA, nor distribute any literature or otherwise promote the engagement by the SAA without the prior approval of the SAA.

18.2 The Licensee shall not without the prior consent of the SAA contract with or provide services on Site to any person other than the SAA. Such consent shall not be unreasonably withheld. The SAA may, as a condition of giving consent, stipulate reasonable conditions.

18.3 The Licensee shall comply with all applicable taxation, health and safety, immigration, custom and duties, workers compensation, human rights, and labour and employment laws, rules, notices, directives, standards, orders and regulations. The Licensee shall upon request by the SAA provide certificates of compliance from regulatory bodies or other evidence of compliance. The Licensee accepts full and exclusive responsibility and liability for payment of federal and provincial payroll taxes and for contributions for unemployment insurance, old age pensions, annuities retirement, workers' compensation, health hospitalization plans and other benefits expressed under any provision of any law, measured by wages, salaries, or other remuneration paid or payable by the Licensee to or on behalf of Contract Services Suppliers engaged in connection with the Services. The Licensee shall cause each Material Supplier who performs any part of the work hereunder to accept the same responsibility and liability.

18.4 The SAA shall be liable for GST as may be applicable. Unless otherwise specified in this Agreement, the Licensee is responsible for payment of PST, and all Compensation is inclusive of PST. The Licensee shall be responsible for and shall pay any other applicable taxes, rates, custom charges, duties, imposts and levies. The SAA shall comply with withholding tax requirements as may be applicable.

18.5 The Licensee declares that it has no financial interest, affinity or association in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of this Agreement, the Licensee shall declare it immediately in writing to the SAA's VP Business Development and Service Quality. The Licensee warrants that it has no predisposition, affinity, or association with any third party that would impair or qualify the provision of the Services or any related work on the Project.

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ARTICLES OF AGREEMENT**

**19.0 TIME OF THE ESSENCE**

19.1 Time shall be of the essence.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**Saskatoon Airport Authority**

per: \_\_\_\_\_  
Stephen Maybury, President and CEO

Corporate Seal

per: \_\_\_\_\_  
Nick JB Purich, VP Corporate Administration and CFO

per: \_\_\_\_\_  
CJ Dushinski, VP Business Development and Service Quality

\_\_\_\_\_

per: \_\_\_\_\_

Corporate Seal  
If Applicable

per: \_\_\_\_\_

per: \_\_\_\_\_



**Contract Number:  
SCHEDULE "A"  
Scope of Work**

**1.0 The Saskatoon Airport Authority**

The Saskatoon Airport Authority (the "SAA") is responsible for the management, operation and development of the Saskatoon John G. Diefenbaker International Airport (the "Airport") in accordance with a 60 year ground lease entered into on January 1, 1999 with Transport Canada and subsequently a further 20 year extension to the original ground lease has been granted.

The SAA is committed to providing the highest level of service to its customers. The purpose of this Request for Proposal (RFP) is to select a supplier to provide carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full service vending.

**2.0 Scope of Work**

Services to be provided under the contract shall include all labour, supervision, tools, equipment, materials and transportation to:

- 2.1 Provide 8 total vending machines; with a minimum of 3 machines located pre-security and 5 located post-security, any additional vending machines will require written consent from the SAA,
- 2.2 All vending machines must accept electronic payment,
- 2.3 Provide full carbonated soft drinks and other beverage products (except milk, hot coffees, hot teas, hot chocolates, and alcoholic beverages) through full service vending,
- 2.4 Regularly service and maintain all vending equipment in a good condition,
- 2.5 Ensure vending machines shall not be out of service and left in the building for a period longer than 48 hours from the time the issue is reported,
- 2.6 Ensure that the vending machines are kept in a clean, neat and tidy condition at all times,
- 2.7 Ensure that only those products that have been pre-approved by the SAA shall be sold in any vending machine in the building,
- 2.8 Ensure Vending machines shall be stocked and re-stocked with approved product at least weekly or other schedule as may be appropriate all to the satisfaction of the SAA acting reasonably.

**3.0 Safety Requirements**

- 3.1 The importance of following safe work practices demand that the Licensee have an active and effective safety program. The Licensee will demonstrate that it has a history of safe work practices, and that regular safety education is given to its employees, and that CSA safety requirements are complied with and properly documented.

**Contract Number:  
SCHEDULE "A"  
Scope of Work**

- 3.2 The Licensee will have a written safety program or employee handbook which contains the safety policies governing: general safety rules, hazardous communications, personal protective equipment, fall protection, lockout/tagout and a range of potentially hazardous job site conditions. The Licensee will have all employees trained on this policy or handbook.
- 3.3 The Licensee will have an ongoing safety training program to continuously educate employees on safety issues and to fulfill the safety requirements listed above.

**4.0 Working Hours and Conditions**

- 4.1 The equipment covered by this RFP is in use daily.

**5.0 Security**

- 5.1 The Licensee must comply with all security regulations and procedures of the SAA. The Licensee is to be aware that equipment is generally located in the restricted areas of the terminal building at the airport, and therefore the Licensee's employees are required to comply with all requirements of the SAA's security protocols. This includes obtaining Restricted Area Identity Cards (RAIC), for all employees assigned to work under the contract resulting from this RFP. The cost of any security escorts for employee(s) not holding a pass shall be borne by the Licensee.
- 5.2 The Licensee will ensure that all tools are protected so that the tools or any other items that may pose a security threat are not within the reach of anyone other than the Licensee's employees, while working in the restricted areas of the terminal.

**Contract Number:  
SCHEDULE "B"  
Compensation**

**COMPENSATION**

Payment of the percentage fee by the Licensee to the SAA shall be in quarterly instalments, each such quarterly instalment to become due and payable within fifteen (15) days after the last day of each quarter during the currency of this Agreement.

- 1.0 The Licensee shall also submit with their payment of the percentage fee an itemized statement of gross revenue as identified below in 8.0, 9.0, and 10.0, Financial Statements, as stated hereunder.
- 2.0 The Licensee shall pay all fees herein reserved at the time and in the manner in this Agreement set forth, without any abatement or deduction whatever
- 3.0 Without waiving any other right of action of the SAA in the event of default of payment of fees hereunder, in the event that the Licensee is delinquent after any of the days above appointed in paying the percentage fees, the Licensee shall pay interest thereon at the rate of *12 percent per annum* (1 percent per month compounded), retroactive from the date any such amount is due and payable until paid.
- 4.0 Subject to 6.0 hereof, gross revenue shall mean the total of all revenues generated through vending sales, before deductions of any fees or taxes derived by the Licensee from the operations hereunder.
- 5.0 Gross revenue shall not include any sales taxes that are required to be collected and accounted for to any competent government authority with respect to the Licensee's operations hereunder.
- 6.0 The Licensee shall remit to the Authority in accordance with the provisions hereof the percentage of all gross revenue derived by the Licensee from its Operations hereunder, whether such revenue is actually paid or due and payable only, and notwithstanding any loss sustained by the Licensee with respect to such gross revenue as a result of theft, defalcation or from any other cause whatsoever.
- 7.0 During the currency of this License, the Licensee shall keep, or cause to be kept, records of gross revenue and expenses in respect of all activities on the Airport in accordance with generally accepted accounting principles.
- 8.0 On or before the fifteenth (15<sup>th</sup>) day after the last day of each quarter during the currency of this License, the Licensee shall supply to the President & CEO an itemized statement of gross revenue for the preceding quarter, signed by a responsible, authorized signing officer of the Licensee, upon which the percentage payments under this License shall be calculated.

**Contract Number:  
SCHEDULE "B"  
Compensation**

- 9.0 The Licensee shall also provide, in addition to the statements referred to in sub-clauses (1) and (2) hereof, such financial statements as may be requested by the President & CEO from time to time provided such financial statements are directly related to the Operations of the Licensee pursuant to this License.
- 10.0 The books of the Licensee, with respect to this License, shall be open for audit and inspection and for taking extracts therefrom at all times, during business hours, by the accredited officers of the Authority, upon reasonable advance notice to the Licensee and upon compliance by accredited officers of the Authority with Licensee's security policies and regulations. The Licensee shall prepare and keep adequate books and records, which shall show transactions by the Licensee. The cost of any audit performed pursuant to this clause shall be borne by the Authority, provided, however, should the result of such audits reveal a discrepancy of more than 5 percent between the annual gross revenue reported in accordance with Clause 4.06 herein and the gross revenue as determined by such audits, then the full cost of such audits shall be borne by the Licensee.
- 11.0 The Licensee shall be deemed to comply with the requirement of this Section to keep and prepare adequate books and records which show transactions by the Licensee where Licensee relies upon records and information provided to Licensee by Licensee's invitees or agents who are supplying portions of the Operations.
- 12.0 In the concluding year of this License the SAA may publish the annual total of the gross revenue reported by the Licensee for the purpose of public tender information, or, request for proposals.

Items included in and excluded from the agreed compensation will be specified. Compensation will be reflected exclusive of GST and PST. Shipping costs and any applicable customs duties will be for the account of the proponent. The SAA will make any withholdings required by law to be made from any payments of fees.

**Contract Number:  
SCHEDULE "C"  
Contract Terms, Conditions, and Status Reports**

**1.0 TERM**

- 1.1 The Term of this Agreement (subject to extension or earlier termination as provided for herein) shall be the period commencing upon award of contract and ending upon total performance of the Services.
- 1.2 The term of the contract shall be for a period of five (5) years with the option for SAA to extend an additional five (5) years at the sole discretion of SAA.

**2.0 INDEMNIFICATION**

Proponent will be required to provide indemnification for its negligence and misconduct, and intellectual property indemnification as required based on components of the service.

**3.0 EVENTS OF DEFAULT**

Events of default will include proponent's failure to fulfill its obligations in accordance with contract, insolvency, bankruptcy. The SAA's remedies will include provision of additional equipment/services by proponent at its cost to rectify the default or, in the event of material default, termination of the agreement and reinstatement of the parties to the status quo.

**4.0 WARRANTIES**

Warranties relating to (i) work being done in a good and workmanlike manner with reasonable care and skill; (ii) all parts supplied new and free and clear of all liens; and other warranties as may be appropriate given the nature of the proponent's proposal will be included in the contract.

**5.0 COMPLIANCE WITH APPLICABLE LAW AND DIRECTIVES**

Proponent must comply with all applicable laws and the SAA's safety, security and occupational health directives and requirements.

**6.0 INSURANCE**

The proponent shall provide at its expense the insurance set out in the attached Schedule D. Insurance policies must specify that the SAA and the Crown are additional insureds.

**7.0 SAFETY AND SECURITY**

The successful proponent resulting from this RFP will be required to comply with the safety and security provisions as set out in the attached Schedule A.

**Contract Number:  
SCHEDULE "C"  
Contract Terms, Conditions, and Status Reports**

**8.0 GOVERNING LAW**

The law of the Province of Saskatchewan will govern the contract

**9.0 STATUS REPORTS**

9.1 The Consultant shall provide the SAA with status reports regarding the performance of the Services at such intervals as the SAA may reasonably direct.

9.2 Status reports shall be in a form acceptable to the SAA, and shall contain such information and details as the SAA may require from time to time.

**Contract Number:  
SCHEDULE "D"  
Insurance**

**1.0 SCHEDULE OF INSURANCE TO BE SUPPLIED BY THE LICENSEE**

**1.1 "All Risks" Licensee's Equipment Insurance for full replacement cost covering any:**

- 1.1.1 owned and non-owned mobile equipment
- 1.1.2 property and construction or testing tools, and
- 1.1.3 machinery and equipment

used by the Licensee in the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, if applicable.

**1.2 Automobile Liability Insurance with respect to automobiles used directly or indirectly in the performance of the Work which are owned, leased, chartered or used by the Licensee and covering liability for:**

- 1.2.1 bodily injury,
- 1.2.2 death, and
- 1.2.3 damage to property

with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Such policy may contain exclusionary language relative to liability incurred while vehicles are operating within airside.

**1.3 The foregoing policies shall:**

- 1.3.1 be endorsed or provide the Saskatoon Airport Authority with no less than thirty (30) days' prior notice by registered mail in advance of cancellation, or amendment restricting or changing coverage,
- 1.3.2 be primary and non-contributing to any other insurance available to the Saskatoon Airport Authority, except as noted in "1.2" above,
- 1.3.3 be maintained continuously from the commencement of the Work until ten (10) days following the date of completion of the Work.

**2.0 INSURANCE REQUIREMENTS**

- 2.1 Comprehensive general liability insurance including but not limited to property damage, bodily injury, contractual liability, non-owned automobile liability, owners and Licensee's protective insurance covering all activities conducted by the Licensee for a limit not less than \$5,000,000.

**Contract Number:  
SCHEDULE "D"  
Insurance**

- 2.2 Standard owners form automobile policy providing a minimum of \$5,000,000 bodily injury and property damage coverage on all vehicles owned or operated by or on behalf of the Licensee.
- 2.3 Provide proof of good standing with the Workers Compensation Board of Saskatchewan (or applicable jurisdiction) as well as Saskatchewan Finance.

**3.0 INDEMNITY**

- 3.1 The Licensee shall defend, indemnify and hold harmless the SAA and all directors, officers, agents, servants and employees of the SAA from and against any claim, demand, expense (including legal fees and disbursements), lien, award or liability:
  - 3.1.1 in connection with supply and provision of the services under this agreement and all related matters, including injury or death to anyone including contract service suppliers, loss or damage to property whether belonging to the Consultant or anyone else, any claim or matter in dispute between the Consultant and any contract service supplier, and any failure or deficiency by the Licensee in supplying and providing the services; and,
  - 3.1.2 in connection with any claim on account of infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights, or of any obligation of confidentiality, in connection with the services or work product or parts or materials supplied by the Licensee.



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