

TRANSPORT CANADA

APPENDIX "A"
OFFER OF SERVICES

OFFER FOR: **Cleaning and Snow Clearing Services**
St. Anthony Airport, St. Anthony, NL

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ BIN Number _____

Telephone Number: _____
Fax Number: _____
Contact Person: _____
Email Address: _____

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to supply all labour, materials, equipment and supervision necessary to perform cleaning services and snow clearing services to the entire satisfaction of the Minister or his authorized representative, the work described in the Statement of Work which is attached hereto as Appendix "G".
2. The Contractor agrees that he/she has informed himself/herself of the conditions relating to the services to be provided and has reviewed and is thoroughly familiar with the Statement of Work attached hereto as Appendix "G" and all terms and conditions of the Contract documents.
3. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
 - (ii) The Contractor's completed and signed Offer of Services, which when accepted by the Department shall become Appendix A-1;
 - (iii) Document marked Appendix "B", attached hereto and entitled "General Conditions";
 - (iv) Document marked Appendix "C", attached hereto and entitled "Terms of Payment";
 - (v) Document marked Appendix "D", attached hereto and entitled "Insurance Conditions";
 - (vi) Document marked Appendix "E", attached hereto and entitled "Contract Security Requirements";
 - (v) Document marked Appendix "F", attached hereto and entitled "Labour Conditions";
 - (vi) Document marked Appendix "G" attached hereto and entitled "Statement of Work";
 - (vii) Document marked Appendix "H" attached hereto and entitled "Contractor's List of Contractors".

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- (viii) Document marked Appendix "I" attached hereto and entitled "Contractor's Corporate Data".
- (ix) Document marked Appendix "J" attached hereto and entitled "Contractor's Statement of Experience".
- (x) Document marked Appendix "K" attached hereto and entitled "Federal Contractor's Program for Employment Equity".

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

4. Period of Services

The Contractor hereby undertakes to perform and complete with care, skill, diligence and efficiency, the work that is further described in the Appendix G, Statement of Work, for a one year period commencing at 00:01 hours on December 1, 2013 to 24:00 hours on November 30, 2014, with an option to renew for two additional periods of one year each, as follows:

First Option Year: from 00:01 hours on December 1, 2014 to 24:00 hours on November 30, 2015;

Second Option Year: from 00:01 hours on December 1, 2015 to 24:00 hours on November 30, 2016;

Any contract concluded as a result of the acceptance of this offer will be awarded for the period of December 1, 2013 to November 30, 2014. The option to extend the period of services for each additional year will be exercised at the sole discretion of the Minister by way of formal contract amendments to the original contract.

The Contractor's resources are expected to be available within four weeks of acceptance of this Offer or as otherwise negotiated by the Departmental Representative.

Option Year One

It is understood that Option Year One is an option exercisable at the sole discretion of Her Majesty by way of formal contract amendment to the original contract. In the event that Her Majesty does not exercise the Option Year One, the contract shall be considered complete upon the expiration of the initial contract.

Option Year Two

It is understood that Option Year Two is an option exercisable at the sole discretion of Her Majesty by way of formal contract amendment to the original contract. In the event that Her Majesty does not exercise the Option Year Two, the contract shall be considered complete upon the expiration of the Option Year One.

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5. Tendered Prices

The Contractor hereby offers to perform and complete the work for the following tendered rates and prices (the Contractor agrees to provide a cost breakdown in the Attached Annex A to support the tendered prices identified below):

5.1 For the initial contract period of December 1, 2013 (00:01 hours) to November 30, 2014 (24:00 hours):

**Total Tendered Price for the Initial Contract Period
(Weekly Charge multiplied by 52)**

\$ _____ (GST / HST extra)

5.2 Option Year One

For Option Year One from December 1, 2014 (00:01 hours) to November 30, 2015 (24:00 hours):

**Total Tendered Price for Option Year One
(Weekly Charge multiplied by 52)**

\$ _____ (GST / HST extra)

5.3 Option Year Two

For Option Year Two from December 1, 2015 (00:01 hours) to November 30, 2016 (24:00 hours)

**Total Tendered Price for Option Year Two
(Weekly Charge multiplied by 52)**

\$ _____ (GST / HST extra)

5.4 Total Tendered Price (Total of 5.1, 5.2, and 5.3)

\$ _____ (GST / HST extra)

The Contractor agrees that the prices and rates tendered above include and cover all customs, duties, royalties, handling, transportation, profit, overhead, administrative costs, facilities, and equipment and all other charges.

6. Error in the Extension Prices

In case of error in the extension of prices, the unit price shown in the Contractor's Cost Breakdowns attached hereto as Annex A shall govern. The total tendered price shall be the total resulting from the correct mathematical addition of individual fixed prices and unit price extensions shown in the Contractor's Cost Breakdown.

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7. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

8. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

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

9. Appropriate Law

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

10. Acceptance of Tender

The Contractor agrees that, in the event of acceptance of this Tender by the Minister, such acceptance shall effect a contract between the Contractor and the Minister and this Offer of Services and the Contractor's proposal shall collectively constitute the contract entered into between the Parties.

11. Tender Validity Date

11.1 The Contractor agrees that the prices quoted herein will remain firm for a period of sixty (60) days after the Tender Closing Date.

12. No Collaboration

The Contractor warrants that there has been no implied collaboration, action in concert, arrangement, agreement, or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the tender hereby submitted, the preparation of such tender and the calculations and considerations on such tender was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this section alone, the Contractor shall be deemed to stand in a fiduciary relationship to Her Majesty.

13. Addenda

The following Addenda issued by the Department have been received by the Contractor and have been considered in his/her Tender Price.

ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____
ADDENDUM NO. _____	Dated _____

14. Tender Documents

The Contractor, by completing and signing this Offer of Services, recognizes that the following documents form the Contractor's tender and that tenders which do not contain the following documents will be considered incomplete and will be rejected.

1. An Offer of Services and Annex A – Cost Breakdowns, duly signed in two (2) original copies (Appendix A);
2. Letter from Security or Guaranty Company, Bank or other Financial Institution regarding Contract Security Deposit (original plus one copy);

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3. Evidence from a reputable insurance company regarding the required insurance coverage (original plus one copy);
4. Document marked Appendix "H" attached here to and entitled "Contractor's List of Sub-Contractors" (original plus 1 copy);
5. Contractor's Corporate Data marked Appendix "I" attached hereto and entitled "Contractor's Corporate Data" (original plus 1 copy);
6. Contractor's Statement of Experience marked Appendix "J" attached hereto and entitled "Contractor's Statement of Experience" (original plus 1 copy);
7. Employment Equity Certificate marked as Appendix "K" attached hereto and entitled "Federal Contractors Program Certificate of Commitment to Implement Employment Equity (original plus 1 copy);

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

15. Selection of Successful Tenderer

The Contractor understands and agrees that the Contractor who submits a technically complete and responsive bid with the lowest Total Tendered Price as shown in paragraph 5.4 herein may be awarded the contract.

16. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

17. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the tender documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2013

In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

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ANNEX "A"
Cleaning & Snow Clearing Services
St. Anthony Airport, St. Anthony, NL

PRICE BREAKDOWN for the initial contract period of December 1, 2013 (00:01 hours) to November 30, 2014 (24:00 hours).

Bidders shall provide a breakdown of the Tendered Price quoted in Paragraph 5.1 of this Offer of Services in accordance with the following requirements.

1. Routine Cleaning

1.1 Hourly rate for weekdays \$ _____

1.2 Hourly rate for weekends \$ _____

For bid evaluation purposes:

1.3 Hourly rate X 12 hours per day X 5 days per week = \$ _____

1.4 Hourly rate X 8 hours per day X 2 days per week = \$ _____

Total for Weekly Routine Cleaning
(insert total of 1.3 and 1.4) \$ _____ (A)

2. Associated Costs – Per Week

2.1 All Materials and Supplies for Cleaning and Snow Clearing Services. \$ _____

2.2 Equipment Cost. (Includes equipment maintenance cost, parts, repairs, amortization and all other equipment costs). \$ _____

2.3 Contractor's overhead, profit, uniforms and all other costs related to Cleaning and Snow Clearing Services not specifically mentioned above. \$ _____

Total Weekly charge for Associated Costs
(insert total of 2.1, 2.2 and 2.3) \$ _____ (B)

3. Total Weekly charge for Cleaning and Snow Clearing Services
(Total of A plus B) \$ _____ (A + B=C)

4. Total Tendered Price for the Initial Contract Period of
December 1, 2013 (00:01 hours) to November 30, 2014 (24:00 hours). (Total Weekly charge X 52 weeks) \$ _____ (D)

5. For Basis of Payment purposes

Total Weekly charge for Associated Costs converted to an hourly basis
Total of (B) divided by 76 hours \$ _____ (E)

All-inclusive Hourly rate for weekdays (add 1.1 with E) \$ _____

All-inclusive Hourly rate for weekends (add 1.2 with E) \$ _____

Note: The above cost breakdown is required to support the tendered prices and may be use as the Basis of Payment such as the hourly rate. The breakdown will prevail in the event of any discrepancies between the two.

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ANNEX "A"
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PRICE BREAKDOWN for the First option year period of December 1, 2014 (00:01 hours) to November 30, 2015 (24:00 hours).

Bidders shall provide a breakdown of the Tendered Price quoted in Paragraph 5.2 of this Offer of Services in accordance with the following requirements.

1. Routine Cleaning

1.1 Hourly rate for weekdays \$ _____

1.2 Hourly rate for weekends \$ _____

For bid evaluation purposes:

1.3 Hourly rate X 12 hours per day X 5 days per week = \$ _____

1.4 Hourly rate X 8 hours per day X 2 days per week = \$ _____

Total for Weekly Routine Cleaning
(insert total of 1.3 and 1.4) \$ _____ (A)

2. Associated Costs – Per Week

2.1 All Materials and Supplies for Cleaning and Snow Clearing Services. \$ _____

2.2 Equipment Cost. (Includes equipment maintenance cost, parts, repairs, amortization and all other equipment costs). \$ _____

2.3 Contractor's overhead, profit, uniforms and all other costs related to Cleaning and Snow Clearing Services not specifically mentioned above. \$ _____

Total Weekly charge for Associated Costs
(insert total of 2.1, 2.2 and 2.3) \$ _____ (B)

3. Total Weekly charge for Cleaning and Snow Clearing Services
(Total of A plus B) \$ _____ (A + B=C)

4. Total Tendered Price for the First Option Year Period of
December 1, 2014 (00:01 hours) to November 30, 2015 (24:00
hours). (Total Weekly charge X 52 weeks) \$ _____ (D)

5. For Basis of Payment purposes

Total Weekly charge for Associated Costs converted to an hourly basis
Total of (B) divided by 76 hours \$ _____ (E)

All-inclusive Hourly rate for weekdays (add 1.1 with E) \$ _____

All-inclusive Hourly rate for weekends (add 1.2 with E) \$ _____

Note: The above cost breakdown is required to support the tendered prices and may be use as the Basis of Payment such as the hourly rate. The breakdown will prevail in the event of any discrepancies between the two.

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St. Anthony Airport, St. Anthony, NL

PRICE BREAKDOWN for the Second option year period of December 1, 2015 (00:01 hours) to November 30, 2016 (24:00 hours).

Bidders shall provide a breakdown of the Tendered Price quoted in Paragraph 5.3 of this Offer of Services in accordance with the following requirements.

1. Routine Cleaning

1.1 Hourly rate for weekdays \$ _____

1.2 Hourly rate for weekends \$ _____

For bid evaluation purposes:

1.3 Hourly rate X 12 hours per day X 5 days per week = \$ _____

1.4 Hourly rate X 8 hours per day X 2 days per week = \$ _____

Total for Weekly Routine Cleaning
(insert total of 1.3 and 1.4) \$ _____ (A)

2. Associated Costs – Per Week

2.1 All Materials and Supplies for Cleaning and Snow Clearing Services. \$ _____

2.2 Equipment Cost. (Includes equipment maintenance cost, parts, repairs, amortization and all other equipment costs). \$ _____

2.3 Contractor's overhead, profit, uniforms and all other costs related to Cleaning and Snow Clearing Services not specifically mentioned above. \$ _____

Total Weekly charge for Associated Costs
(insert total of 2.1, 2.2 and 2.3) \$ _____ (B)

3. **Total Weekly charge for Cleaning and Snow Clearing Services**
(Total of A plus B) \$ _____ (A + B=C)

4. **Total Tendered Price for the Second Option Year Period of**
December 1, 2015 (00:01 hours) to November 30, 2016 (24:00
hours). (Total Weekly charge X 52 weeks) \$ _____ (D)

5. For Basis of Payment purposes

Total Weekly charge for Associated Costs converted to an hourly basis
Total of (B) divided by 76 hours \$ _____ (E)

All-inclusive Hourly rate for weekdays (add 1.1 with E) \$ _____

All-inclusive Hourly rate for weekends (add 1.2 with E) \$ _____

Note: The above cost breakdown is required to support the tendered prices and may be use as the Basis of Payment such as the hourly rate. The breakdown will prevail in the event of any discrepancies between the two.