



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada</p> <p>Walk-in submission : Environment Canada Queen Square Building 15th Floor Reception Area 45 Alderney Drive Dartmouth, Nova Scotia B2Y 2N6</p> <p>Courier/Mail Submission: Environment Canada Queen Square Building 16th Floor Mail Room 45 Alderney Drive Dartmouth, NS B2Y 2N6</p> <p>Email: Carole.daigle@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Snow Clearing Services – Environment Canada Upper Air Station, Stephenville, Newfoundland</p>	
	<p>EC Bid Solicitation No. /SAP No. – 5000026822</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-02-09</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2017-03-22</p>	<p>Time Zone – Fuseau horaire Atlantic Daylight Time (AST)</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Carole Daigle - carole.daigle@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 902-426-0935</p>	<p>Fax No. – N° de Fax 902-426-2690</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-03-31</p>	
	<p>Destination - of Services / Destination des services See Herein</p>	
	<p>Security / Sécurité No Security Provisions Apply</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

TABLE OF CONTENTS

PART 1 – INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Insurance
3. Statement of Work
4. Standard Clauses and Conditions
5. Term of Contract
6. Authorities
7. Proactive Disclosure of Contracts with Former Public Servants
8. Payment
9. Invoicing Instructions
10. Certifications
11. Applicable Laws
12. Priority of Documents

List of Annexes:

- | | |
|---------|---------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Selection |
| Annex C | Evaluation Criteria |
| Annex D | Basis of Payment |

PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements; are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

2. Submission of Bids

- 2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid two (2) hard copies or one soft copy emailed to the Contracting Authority

Section II: Financial Bid one (1) hard copy or one soft copy emailed to the Contracting Authority

Section III: Certifications two (2) hard copies or one soft copy emailed to the Contracting Authority

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

Section II: Financial Bid

Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex D. The total amount of Applicable Taxes must be shown separately. Proposals exceeding the maximum budget, (including all labour and associated costs will not be considered. (Applicable taxes are not included).

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each task – as outlined in the Statement of Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

See Annex C – Evaluation Criteria

1.3 Financial Evaluation

Bidder to Complete Annex D, Basis of Payment

1.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

2. Basis of Selection - Mandatory Technical Criteria

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

– See Annex B, Basis of Selection.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.2 Education and Experience

SACC Manual clause A3010T 2010-08-16 Education and Experience

3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid:
Former Public Servant Certification – See pages 4-6.

PART 6 - RESULTING CONTRACT

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

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

The Contractor freely accepts and fully assumes all risks, dangers and hazards associated with the performance of the work under this contract and the possibility of third party and personal injury, death, property damage or loss resulting therefrom.

Without restricting the generality of the foregoing, the Contractor releases Her Majesty the Queen in right of Canada, Her Heirs, successors, officers, employees, servants, contractors and agents from all liability, and do hereby waive as against Her Majesty all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which the Contractor may suffer arising out of or connected with my Work under the Contract.

3. Statement of Work

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

4. Standard Clauses and Conditions

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

4.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Carole Daigle
Contracting Officer
Environment Canada
45 Alderney Drive
Dartmouth, NS
B2Y 2N6
Telephone: 902-426-0935
E-mail address: carole.daigle@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Technical Authority

The Technical Authority for the Contract is: *(to be provided upon contract award)*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive

disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the Basis of Payment at Annex D. Customs duties are not applicable, and Applicable Taxes are extra.

8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$(*to be determined*). Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9 Invoicing Instructions

9.1 Single Payment

- (a) The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland.

12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) 2016-04-04
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Selection;
- (e) Annex C, Evaluation Criteria
- (f) Annex D, Basis of Payment
- (g) the Contractor's bid dated _____, (*to be determined*)

**ANNEX A
STATEMENT OF WORK**

- Contractor will provide snow clearing services at Environment Canada's Upper Air Station located at 68 Maryland Drive, Stephenville, Newfoundland.
- The driveway (access road) and the weather station compound must be kept sufficiently clear of snow. Sufficiently clear is defined as: regular site users are capable of driving up to and around the weather station buildings using a normal automobile 7 days per week, 365 days per year.
- The snow clearing, as described above, must be completed before 7:00 AM to ensure that regular site users can access the site in order to perform a weather balloon release.
- Snow removal services do not include building entrances and exits. The regular site users will keep all building entrances and exits clear. The Contractor's snow removal activities, however, shall not impede egress from the buildings nor cause the regular site users to remove snow banks near the entrances and exits.
- The Contractor must not push the snow in such a way as to cause the snow to accumulate in banks higher than 1 metre in the vicinity of the weather balloon building. The snow is to be "feathered out" or sloped in such a way as to prevent obstructions or hazards to the regular site users or the release of a weather balloon.
- The Contractor will provide salting and sanding as and when required over all areas that are subject to human foot traffic, especially a path from the operations building to the balloon inflation building.
- The Contractor will take special care and caution not to disrupt or damage the specialized sensors and programs located on site. The Contractor will confirm with the Departmental Representative upon signing the contract to confirm the location of the sensors. The Contractor will also take special care and attention not to damage the grass on site.

**ANNEX B
BASIS OF SELECTION**

A contract will be awarded based on best value taking into account mandatory criteria and price for proposals.

Proposals not meeting the mandatory requirements will not be evaluated.

The technically responsive proposal meeting the mandatory requirements with the lowest financial bid will be recommended for award of contract.

The evaluated price will consist of the total bid price – which includes the costs for all “events” for all monthly periods indicated, plus the total costs from the flat rate periods, from April 1, 2017 to March 31, 2020.

In the event that two or more proposals meeting the mandatory criteria bid the same financials, the contractor with the most experience will be recommended for contract award. **Contractors are responsible to clearly identify their experience in the bid.**

**ANNEX C
MANDATORY TECHNICAL EVALUATION CRITERIA**

<p>The bidder must meet all mandatory requirements described below. These will be evaluated as either “Yes” or “No”. Proposals receiving a “No” for any mandatory requirement will not be considered further.</p> <p>Attention bidders: Indicate in the column beside each criterion the number of the relevant page on which information presented in your proposal addresses the mandatory requirements associated with each criterion.</p>			
MANDATORY REQUIREMENTS:	Page #	Yes	No
<u>Snow Plow Operator</u> – must hold a valid driver's license (issued by any of the Canada's Provincial or Territorial authorities)			
<u>Snow Plow Operator</u> – must have a minimum of two years of experience plowing snow and/or snow removal			
<u>Bidder must</u> – provide a description of the equipment that will be used for the snow removal services. Include items such as: make, model, and year.			

**ANNEX D
BASIS OF PAYMENT**

The period of the Contract is from date of Contract to March, 31, 2020.

Proposals exceeding the maximum budget, (including all labour and associated costs will not be considered. (Applicable taxes are not included.)

The price proposal should indicate a detailed breakdown of the total quoted price. The price proposal should address each of the following as applicable:

- (a) Labour
- (b) Equipment
- (c) Supplies

Payments will be made after receipt of deliverables and approval by the Technical Authority, in accordance with the Basis of Payment, after submission of invoices with the contractor's full name and address, number of snow plowing events, business number (if applicable) and cost breakdown.

Quotation for the Purpose of Submitting a Bid:

The Bidder is to supply a per event charge which includes all requirements as set out in the Statement of Work.

Contractors should consider all costs in their Financial Proposal.

The event charge should reflect all expenses related to the contract for deliverable quoted. The Bidder is to submit milestone invoices which reflect the number of days for each deliverable:

**ANNEX D
BASIS OF PAYMENT**

Tables to be completed by bidder:

Monthly Fees for the Period April 1, 2017 up to and including June 30, 2017			
April 1 to 30, 2017 (A)	May 1 to 31, 2017 (B)	June 1 to 30, 2017 (C)	Total estimated cost for months of April, May and June, 2017 (A)+(B)+(C)
\$ _____ * per event x 6 per month	\$ _____ * per event x 4 per month	\$ _____ * per event x 3 per month	
= \$ _____	= \$ _____	= \$ _____	\$ _____

Monthly Fees for the Period September 1, 2017 up to and including October 31, 2017		
September 1 to September 30, 2017 (A)	October 1 to October 31, 2017 (B)	Total estimated cost for months of September and October, 2017 (A)+(B)
\$ _____ * per event x 2 per month	\$ _____ * per event x 6 per month	
= \$ _____	= \$ _____	\$ _____

Monthly Flat Rate Fees for the Period November 1, 2017 up to and including March 31, 2018				
November 1 to 30, 2017 (A)	December 1 31, 2017 (B)	January 1 to 31, 2018 (C)	February 1 to 28, 2018 (D)	March 1 to 31 , 2018 (E)
\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)
Total estimated cost for months of November 1, 2017 to March 31, 2018 (A)+(B)+(C)+(D)+(E)				
\$ _____				

Monthly Fees for the Period April 1, 2018 up to and including June 30, 2018			
April 1 to 30, 2018 (A) \$ _____ * per event x 6 per month = \$ _____	May 1 to 31, 2018 (B) \$ _____ * per event x 4 per month = \$ _____	June 1 to June 30, 2018 (C) \$ _____ * per event x 3 per month = \$ _____	Total estimated cost for months of April, May and June, 2018 (A)+(B)+(C) \$ _____

Monthly Fees for the Period September 1, 2018 up to and including October 31, 2018		
September 1 to 30, 2018 (A) \$ _____ * per event x 2 per month = \$ _____	October 1 to 31, 2018 (B) \$ _____ * per event x 6 per month = \$ _____	Total estimated cost for months of September and October, 2018 (A)+(B) \$ _____

Monthly Flat Rate Fees for the Period November 1, 2018 up to and including March 31, 2019				
November 1 to 30, 2018 (A) \$ _____ (for entire month)	December 1 to 31, 2018 (B) \$ _____ (for entire month)	January 1 to 31, 2019 (C) \$ _____ (for entire month)	February 1 to 28, 2019 (D) \$ _____ (for entire month)	March 1 to 31, 2019 (E) \$ _____ (for entire month)
Total estimated cost for months of November 1, 2018 to March 31, 2019 (A)+(B)+(C)+(D)+(E) \$ _____				

Monthly Fees for the Period April 1, 2019 up to and including June 30, 2019			
April 1 to 30, 2019 (A)	May 1 to 31, 2019 (B)	June 1 to 30, 2019 (C)	Total estimated cost for months of April, May and June, 2019 (A)+(B)+(C)
\$ _____ * per event x 6 per month	\$ _____ * per event x 4 per month	\$ _____ * per event x 3 per month	
= \$ _____	= \$ _____	= \$ _____	\$ _____

Monthly Fees for the Period September 1, 2019 up to and including October 31, 2019		
September 1 to 30, 2019 (A)	October 1 to 31, 2019 (B)	Total estimated cost for months of September and October, 2019 (A)+(B)
\$ _____ * per event x 2 per month	\$ _____ * per event x 6 per month	
= \$ _____	= \$ _____	\$ _____

Monthly Flat Rate Fees for the Period November 1, 2019 up to and including March 31, 2020				
November 1 to 30, 2019 (A)	December 1 to 31, 2019 (B)	January 1 to January 31, 2020 (C)	February 1 to February 29, 2020 (D)	March 1 to March 31, 2020 (E)
\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)	\$ _____ (for entire month)
Total estimated cost for months of November 1, 2019 to March 31, 2020 (A)+(B)+(C)+(D)+(E)				
\$ _____				

**Monthly amount is based upon either: 2, 3, 4 or 6 number of snow clearing and/or salting/sanding events per month (as indicated). If the number of events exceeds the estimated maximum number of events per month, the contractor will be paid based upon their per event rate.*

Applicable taxes are extra.

TOTAL FEES For All Periods: _____ **(taxes not included)**