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## REQUEST FOR PROPOSAL (RFP)

**Services for compost collection and treatment at the John H. Chapman Space Centre at the Canadian Space Agency (CSA)**

**Bid Submission Deadline:**  
**November 20, 2019 at 2:00 PM (EST)**

**Submit Bids to:**

Canadian Space Agency  
TENDERS RECEPTION OFFICE  
Monday to Friday  
Receiving/Shipping (8:00 to 16:30)  
Closed between 12:00 and 13:00  
6767 route de l'Aéroport  
Saint-Hubert (Quebec) J3Y 8Y9, Canada

**Or by E-Post Connect**

**Reference:** CSA File No. **9F030-20190304**

*Note:* Please read this Request for Proposal carefully for further details on the requirements and bid submission instructions.



**October 30, 2019**



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## PART 1 - GENERAL INFORMATION

### 1. Summary

The CSA is implementing a waste management program for the purpose of reducing waste sent to landfills. To achieve these objectives, we are looking for a supplier to process our materials that can be treated using the industrial composting method.

Provide the equipment, manpower for compost collection and treatment at the John H. Chapman Space Centre (JHCSC).

- **Period of the Contract**

From the award date of the contract to March 31, 2020  
(Possibility of 4 periods of additional years)

- **Work location**

The services will be provide at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec

### 2. Security Requirement

There are no security requirements associated with this requirement.

### 3. Optional site visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit, which will take place on **November 13, 2019, at 10:00 am at the Canadian Space Agency in Saint-Hubert (6767 Airport Road, Saint-Hubert, Quebec J3Y 8Y9)**. Bidders are requested to communicate with the Contracting Authority one (1) day prior to the scheduled visit to confirm attendance and provide the names of the persons who will attend. Bidders may be asked to sign an attendance sheet. No further appointments will be made to bidders who will not attend the tour or send a representative. Bidders who do not participate in the visit will still be able to submit a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included in the bid solicitation as an amendment.

\* For the visit, you will have to have with you an identification card which you will have to present at the reception.

\* For the visit, it is recommended to bring the submission documents provided by the CSA in order to take notes.

### 4. The epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. **(see instruction at Appendix G)**

<https://buyandsell.gc.ca/submit-your-bid-submission-files-electronically-from-anywhere-in-canada>



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## 5. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

#### 1.1. SACC Manual Clauses

**The document 2003 (2019-03-04)** - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>

### 2. Submission of Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

#### Bids must be submitted **ONLY TO**:

- ❖ By the epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

**Epost connect service information: Section 08 (2019-03-04)** - Transmission by epost Connect of document 2003 (2019-03-04) – Standard Instructions - Goods or Services - Competitive Requirements  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>

Or

- ❖ the CSA's Tenders Reception Office

at the date, time and place indicated on the front page of this bid solicitation.

#### **DO NOT COPY THE CONTRACTING AUTHORITY**

**Proposals sent by fax are not acceptable.**



### 3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority [anais.beaudry-delisle@canada.ca](mailto:anais.beaudry-delisle@canada.ca) **no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **PROVINCE OF QUEBEC**.

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.

### 5. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### 6. Office of the Procurement Ombudsman clause - Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the [OPO website](#).

### 7. Direct deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

**Section I:** Technical Bid

**Section II:** Financial Bid

**Section III:** Certifications

Prices must appear in the financial offer 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 that of the Request for proposal

#### ❖ If Submitted to Canadian Space Agency Tenders Reception Office

**Mandatory: 1 hardcopy in 3 sections**

Optional: 1 electronic support including the 3 separate files

#### ❖ If Submitted by epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

**Mandatory: 3 separate documents**

### 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. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.





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## Section II: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B** - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

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

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### Business name and address of bidder

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

3) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

4) Email: \_\_\_\_\_

5) Email for financial questions: \_\_\_\_\_

6) Procurement Business Number (PBN): \_\_\_\_\_

7) Tax number: \_\_\_\_\_

8) Board of directors: \_\_\_\_\_

Name and title

\_\_\_\_\_  
Name and title

## Section III: Certifications

Bidders must submit the certifications required under Part 5.



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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 2. Evaluation Criteria

#### 2.1 Mandatory Criteria

**At Bid closing time**, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.  
Any Bid which fails to meet all the following Mandatory Requirements will be declared non-responsive. Each requirement is requested to be addressed separately.

### 3. Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price - Bid

### 4. 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.



## PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### 1. Certifications Required with the Bid

Bidders **MUST** submit the following duly completed certifications as part of their bid.

#### 1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

#### 1.2 Security Requirements

At the date of bid closing, the following conditions **MUST** be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### 1.3 Former Public Servant



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 with FPS, bidders must provide the information required below before contract award.

### 1.3.1 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.

### 1.3.2 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.

### 1.3.3 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.

#### 1.4 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

#### 1.5 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.

#### 1.6 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual



proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 1.7 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): \_\_\_\_\_

### 1.8 Certification

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.

### CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- 1.1. Federal Contractors Program for Employment Equity - Bid Certification
- 1.2. Security Requirements
- 1.3. Former Public Servant
- 1.4. Ineligibility and Suspension Policy
- 1.5. Status and Availability of Resources
- 1.6. Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print or type) of person authorized to sign on behalf of the Organization

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_



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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Annex A, Clauses and Conditions  
General Conditions:
  - **2010C (2018-06-21)**, Services (medium complexity)
- Annex B, Basis of payment
- Annex C, Statement of Work;
- Annex D, Performance Evaluation
- the Contractor's proposal dated \_\_\_\_\_

### 2. Statement of Work

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

### 3. Standard Clauses and Conditions

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

#### 3.1 General conditions

**2010C (2018-06-21)**, Services (Medium Complexity)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/17>

### 5. Term of Contract

From the contract award date to March 31, 2020

#### 5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an additional four (4) years period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in appendix B Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



## 6. Basis of Payment - Limitation of expenditure

For the Work described the Statement of Work in Annex C, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$XXXXXX. (*insert the amount at contract award*) Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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.

## 7. Methods of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) 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;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:





(a) One (1) copy must be forwarded to the following address for certification and payment

CANADIAN SPACE AGENCY  
**9F030 – FINANCIAL SERVICES**  
Security & Facilities  
6767 Route de l'Aéroport  
Saint-Hubert (Québec) J3Y 8Y9, CANADA

**OR BY E-MAIL :** [asc.facturation-invoicing.csa@canada.ca](mailto:asc.facturation-invoicing.csa@canada.ca)

One (1) copy must be forwarded to the Project Authority

## 9. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at : <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

## 10. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory.*)

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.

## 11. Contracting Authority

The Contracting Authority for the Contract is:

### Procurement and Contract Administration

Canadian Space Agency  
6767 route de l'Aéroport  
Saint-Hubert, QC  
Canada J3Y 8Y9  
Telephone:  
E-Mail:

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.

## 12. Project Authority

To be inserted at contract award.

Name: TBD  
Canadian Space Agency



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Address: 6767, Route de l'Aéroport  
St-Hubert, Québec, J3Y 8Y9  
Telephone: (450) 926-  
E-Mail: [@canada.ca](mailto:)

The Project Authority 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 Project Authority, however the Project 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.

### **13. Contractor's Representative**

The Contractor's Representative for the Contract is:

Name:  
Contractor:  
Telephone:  
E-Mail:

### **14. Performance Evaluation**

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX D.

### **15. Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **16. 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.

### **17. Insurance Requirements**

#### **Insurance - No Specific Requirement**

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.

## **18. Office of the Procurement Ombudsman clause**

### **18.1 Contract Clauses - Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### **18.2 Contract clause – Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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## **ANNEX “B”**

### **Basis of Payment**

### **Pricing**



The bidder must complete this price schedule and include it in its financial bid.

1) **Scope of works** priced before taxes for the realization of the works listed below:

**\* Cost includes travel expenses, tools, labor, materials required to perform the work as well as the administration and profit of the company.**

	Year 1 From the contract award date to March 31, 2020	Year Option 1 From April 1, 2020 to March 31, 2021	Year Option 2 From April 1, 2021 to March 31, 2022	Year Option 3 From April 1, 2022 to March 31, 2023	Year Option 4 From April 1, 2023 to March 31, 2024
<b>Weekly pickup service (monthly rate)</b>	_____ \$ /month	_____ \$ /month	_____ \$ /month	_____ \$ /month	_____ \$ /month
<b>price per bin per pickup (slips must be provided during the pickups to identify the number of bins per pickup)</b>	_____ \$ /bin	_____ \$ /bin	_____ \$ /bin	_____ \$ /bin	_____ \$ /bin



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## **ANNEX C**

# **STATEMENT OF WORK (SOW)**



## 1. General Objective

The CSA is implementing a waste management program for the purpose of reducing waste sent to landfills. To achieve these objectives, we are looking for a supplier to process our materials that can be treated using the industrial composting method.

Provide the equipment, manpower for compost collection and treatment at the John H. Chapman Space Centre (JHCSC).

## 2. Description of the Work

The work includes, but is not limited to the following activities.

### Site 1 Warehouse

- Carry out a weekly pickup at regular intervals with a rear-loading truck, loading of 240-litre bins.
- The service must be performed during business hours from 6 am to 8 pm, Monday to Friday with the exception of statutory holidays

### Site 2 CPE la voie lactée, 6801 route de l'aéroport (on the CSA site)

- Carry out a weekly pickup at regular intervals with a rear-loading truck, loading of 240-litre bins.
- The service must be performed during business hours from 6 am to 8 pm, Monday to Friday with the exception of statutory holidays

The basic volume is estimated at 10 bins per collection for both sites. A unit price for the pickup service for each bin (monthly rate) will be required. The CSA will supply the bins.

## 3. Compost Treatment: Using the industrial composting method, treat the materials produced at the (JHCSC).

Provide a compost service that meets the following criteria;

- Materials that must be treated

### *DISTRIBUTION OF THE ORGANIC MATERIALS PRODUCED at the JHCSC*

Material	Annual weight in tons	Percentage %
Food-based organics	17.82	66.54
Hand towels	7.31	27.29
Other compostables	1.65	6.16
<b>TOTAL</b>	26.78	100.00

- The treatment centre must accept BNQ-certified compostable bags or if you want non-compostable plastic bags according to your directive following issuance of the contract.



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Implementation of the new waste management method will be phased in at the building over a two-year period, which we estimate could require the pickup of 20 bins per week once the deployment is complete.

#### **4. Health and Safety**

Do the work using recognized and safe working methods.





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## **ANNEX D**

### **Performance Evaluation Form**



## PERFORMANCE EVALUATION REPORT

**Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.**

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

### \*Supplier

Rating scale:	10 – 9: Excellent 8 – 7: Very Good	6 – 5: Satisfactory 4 – 3: Poor	2 – 1: Unsatisfactory
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	10 9 8 7 6 5 4 3 2 1	Comments:	
2. Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1	Comments:	

1. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	10 9 8 7 6 5 4 3 2 1	Comments:	
2. Was the work performed in accordance with the requirements specified in the statement of work?	10 9 8 7 6 5 4 3 2 1	Comments:	



5. Please rate the quality of communication between the department and the supplier.	10 9 8 7 6 5 4 3 2 1
	Comments:
6. Were all administrative documents received in accordance with the requirements of the contract?  Administrative documents can include but are not limited to: a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work	10 9 8 7 6 5 4 3 2 1
	Comments:
<b>TOTAL</b>	<b>/60</b>

**Overall Rating**

- Excellent: 54 and over
- Very Good: 42 to 53
- Satisfactory: 30 to 41
- Poor: 18 to 29
- Unsatisfactory: 18 or less



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## **ANNEX E**

### **Mandatory Technical Criteria**



The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis.

**NOTES:** Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

**Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance. Each category should be addressed separately.**

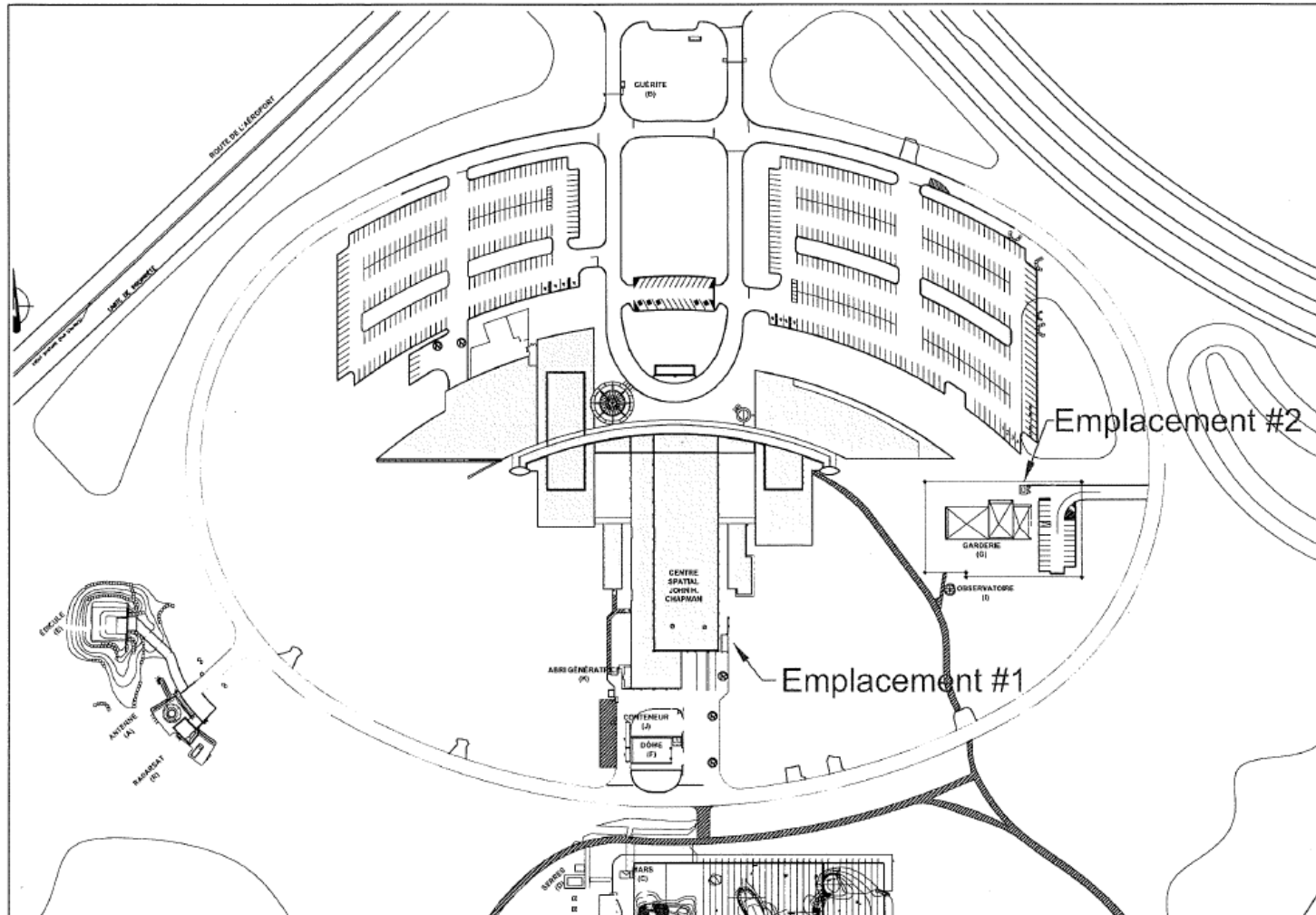
		YES	NO
<b>MANDATORY TECHNICAL CRITERIA OF THE SUPPLIER</b>			
<b>To be considered compliant:</b>			
<b>The bidder must include in its proposal the documented evidence requested for each of the criteria.</b>			
M1	<p>Provide a copy of the provincial government's operating permit for the industrial compostable materials treatment centre to which the materials will be brought.</p> <p>* To demonstrate compliance with this criterion, the Bidder must include documented evidence in its proposal.</p>		
M2	<p>Providing a list of the materials accepted with the tender. The list must include at a minimum the items mentioned in the list identified in item 3 of the Statement of Work (Annex C).</p> <p>* To demonstrate compliance with this criterion, the Bidder must include documented evidence in its proposal.</p>		



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# **ANNEX F**

## **Plan**



<p>Agence spatiale Canadienne Sécurité et installations Centre spatial John H. Chapman 6767 route de l'Aéroport Saint-Hubert (Québec) J3Y 8Y9</p>	<p>Canadian Space Agency Security and Facilities John H. Chapman Space Centre Tel (450) 926-4800 Fax (450) 926-4894</p>	<p>LOCALISATION DES EMPLACEMENTS DEVIS COLLECTE DU COMPOST</p>		<p>Dessiné/drawn <b>MARYSE THÉROUX</b></p>	<p>Approuvé/approved <b>BENOIT HACHÉ</b></p>
		<p>Dernière révision/last updated <b>1 AOUT 2019</b></p>	<p>No page <b>1/1</b></p>		



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## **ANNEX “G”**

### **E-Post Instructions**





Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. Suppliers requested the ability to submit their bids electronically and PSPC listened! The Bid Receiving Unit in the National Capital Region is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service and your organization has been identified as a potential participant.

The pilot will include a limited number of solicitations, starting with "invitation only" tenders to pre-qualified suppliers. Later on in the pilot, suppliers may watch for opportunities posted on [Buyandsell.gc.ca](http://Buyandsell.gc.ca) that will be clearly identified as solicitations selected for the epost Connect pilot.

### What is epost Connect?

[epost Connect](#) is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project **will not incur any costs** for the use of the epost Connect service.

**Please note** that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate in the epost Connect pilot.

To provide you with an overview of how the system works and to help inform your decision, attached is the CPC epost Connect Participant Guide.

### Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

### How to participate

Please confirm your participation in the pilot to PSPC's National Capital Region Bid Receiving Unit at: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca).

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.

**IMPORTANT:** If you decide not to participate in this pilot using an epost Connect account you are still invited to bid and the regular methods for bid submissions that are outlined in the solicitation document. We look forward to collaborating with you on this exciting new initiative!