

### **REQUEST FOR PROPOSAL (RFP)**

### SNOW REMOVAL SERVICES

Bid Submission Deadline: August 11<sup>th</sup>, 2021 at 14:00 (EDT)

Submit Bids to the Canadian Space Agency by:

FAX: 819-997-9776

or

E-Post Connect: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

For the attention of : Rafael Uribe

Reference: CSA File No. 9F030-20200094-B

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



July 22, 2021



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#### Introduction

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This bid solicitation cancels and supersedes previous bid solicitation number 9F030-20200094 dated 11-06-2021 with a closing of 08-07-2021 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### **PART 1 - GENERAL INFORMATION**

#### 1. Summary

The Canadian Space Agency (CSA) wishes to retain the services of a specialized firm in snow removal services to remove snow and ice from surfaces located on the grounds of the John H. Chapman Space Center (JHCSC).

Period of the Contract

The initial period will be one (1) year from the date of contract award.

#### Optional period •

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional periods, of one (1) year each, under the same 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 the Basis of Payment (Appendix B).

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### Work location

The work will take place at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec.

#### 2. Security Requirement

1. The contractor/offeror personnel requiring access to the work site(s) must each hold a valid reliability status, granted or approved by CSA.

2. The contractor/offeror must comply with the provisions of the:

a.Security Requirements Check List and security guide (if applicable), attached at Annex E. b.Industrial Security Manual (Latest Edition)

#### 3. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).



#### 4. Optional site visit

Before submitting his bid, the contractor should be present at the site visit to familiarize himself with the existing conditions and examine any other details that could affect the cost of the work.

Arrangements have been made for a site visit to be held on August 4<sup>th</sup>, 2021, at 10:00am at the Canadian Space Agency (6767 Route de l'Aéroport, Saint-Hubert, Québec, J3Y 8Y9).

The bidders should communicate with the Contracting Authority to confirm attendance and provide the name of the person who will attend 48 hours in advance. In order to protect the health and safety of participants due to the COVID-19 pandemic, visitors will have to respect the hygiene and physical distancing instructions in force. Bidders may be required to bring masks and gloves. Only one visitor per company will be allowed. Do not attend the visit if you have symptoms of COVID-19, if you have traveled in the past 14 days, or if you have been in contact with people affected by the disease or its symptoms. A second visit could be organized if there are too many attendees. Should that be the case, a notice will be posted on the Buyandsell website. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

\* For the site visit, you have to bring an identification card that you will show at the reception.

\* For the site visit, it is recommended bringing the request for proposals documentation with you to be able to take notes.

#### 5. 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 Annex J)

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

#### 6. 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.



#### **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 <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a> 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. The submission of a bid constitutes an assertion that the Bidder has read these documents and accepts the terms and conditions set out therein.

#### 1.1. SACC Manual Clauses

**The document 2003 (2020-05-28)** - 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-conditionsmanual/1/2003/25

#### 2. Submission of Bids

THE DEADLINE FOR SUBMITTING BIDS IS INDICATED ON PAGE 1 OF THIS DOCUMENT.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically.

#### Bids must be submitted ONLY TO:

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

**Epost connect service information: Section 08 (2020-05-28)** - Transmission by epost Connect **of document 2003 (2020-05-28)** – Standard Instructions - Goods or Services - Competitive Requirements https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25

Or

✤ <u>Facsimile:</u> 819-997-9776.

No later than the date and time indicated on the cover page of this bid solicitation.

Submissions sent by e-mail (except for the Epost connect service), by regular mail or in person will not be accepted. Don't copy the contract authority when sending the bid by the epost connect service.



#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority <u>rafael.uribe@canada.ca</u> **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. Recourse for suppliers with respect to the Procurement Process

- a. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.
- c. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at <u>www.buyandsell.gc.ca</u> under the heading "Supplier Dispute Management Process".

#### 6. 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.



#### 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: <u>http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp</u>



#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

Bidders must send their bid by the specified deadline (date and time) using a method indicated on page 1 of the RFP. Proposals can be submitted in English or French.

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 bid only. No price must be indicated in another section of the bid.

#### 2. Price

The financial proposal must indicate the detailed breakdown of the total price proposed. The proposed payment terms must be given **as indicated in Appendix B**.

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

The Government of Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a) use 8.5 "x 11" (216 mm x 279 mm) format;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications in a separate section of the bid.
- d) Bidders must submit their financial bid in accordance with the Basis of Payment

e) the total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, must be shown separately.

#### 3. Commercial name and address of the Bidder

1) Name:	
3) Telephone:	Fax:
4) Email:	
5) Email for financial questions (eg billing):	
6) Business Number - Procurement (NEA):	
7) Tax number:	
8) Members of the Board of Directors:	



Name and title

#### 4 Certifications

Bidders must submit the certifications required under Part 5.



#### 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.
- (c) In addition to any other time periods established in the bid solicitation :

i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

ii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

A. verify any or all information provided by the Bidder in its bid; or

B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, The Bidder must provide the information requested by Canada within two working days of a request by the Contracting Authority.

(d) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 2. Technical evaluation – Appendix H

#### Mandatory Technical Criteria (MTC)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria **to be declared responsive**.

#### Rated technical criteria (RTC)

**To be declared responsive,** a bid **MUST** achieve a passing score on the rated requirements of Appendix H, Technical Evaluation.

#### 3. Financial Evaluation

SACC Manual Clause <u>A0220T</u> (2014-06-26) Evaluation of Price. **Bidders must submit their financial bid in accordance with Appendix B - Basis of Payment** of this bid solicitation.

Since the number of centimetres of snow, hours and additional services in Sections 2, 3 and 4 of annex B is unknown, we will evaluate the financial proposals using an estimated average per year based on the table in point 4.5 of Part 4.



Estimates are given for evaluation purposes only. Disclosing them in no way commits Canada to requesting these services or paying sums of money related to the estimates made.

#### 4. Basis of Selection - Highest Combined Rating of Technical Merit and Price

- **4.1.** To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria; and
  - (c) obtain the required minimum points on the rated technical criteria (see Appendix H)
- **4.2.** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- **4.3.** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50 % for the technical merit and 50 % for the price.
- **4.4.** To establish the technical merit score, the overall technical score (on the Point-Rated Technical Criteria) for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available, multiplied by the ratio of 50 %.
- **4.5.** To establish the pricing score, the total amount of each responsive bid will be prorated against the lowest evaluated price and the ratio of 50 %. The total amount of the bid will be calculated as follows: the estimated quantities per category (sections 2, 3 and 4 of appendix B) will be multiplied by the rates offered, and then, added to the firm price (section 1 of appendix B) to get the total amount by period (year). The results of all periods will be added to have a total for the bid (Total of the initial period + total of the option years).

BID TOTAL PRICE												
(For evaluation purposes only)												
Section	INITIAL PERIOD	OPTION YEAR 1	OPTION YEAR 3	OPTION YEAR 4								
1 Firm price per season (Services specified in Appendix C)	Firm price											
2 Price per additional cm (for snow accumulation greater than 250 cm per season*)	Bank of cm x offered price											
3 Hourly rate per additional service* (see point 4 of Appendix C)	Bank of hours x offered rate											
4 Firm rate for each abrasive	Estimated number of											



application request for area # 7* (see point 6 of Appendix C)	services x offered rate	services x offered rate	services x offered rate	services x offered rate	services x offered rate						
total amount per period	\$	\$	\$	\$	\$						
Bid total price	rice \$ (Total of the initial period + total of the option years)										

- **4.6.** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- **4.7.** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be chosen. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 300 and the lowest evaluated price is \$80,000.00.

Highest Co	Basis of Sele mbined Rating of Technic	ection – cal Merit (70%) and Price (3	30%)
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	75/300	160/300	300/300
Bid Evaluated Price	C\$80K	C\$100K	C\$125K
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	75 / 300 x 50 = 12.5	(80* / 80*) x 50 = 50	62.5
Bidder 2	160 / 300 x 50 = 27	(80* / 100) x 50 = 40	67
Bidder 3	300 / 300 x 50 = 50	(80* / 125) x 50 = 32	82

\* represents the lowest evaluated price



#### 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 **should** submit the following duly completed certifications **as part of their bid**. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

#### 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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 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.

#### 1.2.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c.C-17, the<u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian</u> <u>Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the<u>Members of Parliament Retiring Allowances</u> <u>Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the<u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

#### **1.2.2** Former Public Servant in Receipt of a Pension (to be completed by the bidder)

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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### **1.2.3** Work Force Adjustment Directive (to be completed by the bidder)

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.



#### 1.3 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; <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>
- 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.

#### 1.4 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, <u>must provide a complete</u> <u>list of names of all individuals who are currently directors</u> of the Bidder. (See Appendix I -Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, <u>must provide the</u> <u>name of the owner(s)</u>. (See Appendix I Integrity Form).
- > Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 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 (optional)

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.** Former Public Servant
- **1.3.** Ineligibility and Suspension Policy
- **1.4.** Integrity Provisions List of Names
- **1.5.** Status and Availability of Resources
- **1.6.** Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification



By signing below, I certify, on behalf of the Bidder, that I have read the entire bid solicitation, including the documents incorporated by reference into the solicitation and that:

1. the Bidder considers itself and the resources it proposes able to meet the mandatory requirements described in the bid solicitation;

2. the bid is valid for sixty (60) days;

3. all information provided in this submission is complete and accurate;

4. If a contract is awarded to the Bidder, the Bidder will accept all of the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature

Date

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

Phone :

E-Mail :



#### 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;
- Clauses and Conditions
- General Conditions:
  - o **2010C (2020-05-28)**, Services (medium complexity)
- Appendix B, Basis of payment
- Appendix C, Statement of Work
- Appendix D, Performance Evaluation Report
- The Contractor's proposal dated \_\_\_\_\_ [insert date of bid], as amended \_\_\_\_\_ [insert date(s) of amendment(s) if applicable].

#### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "C" and the Contractor's technical bid entitled \_\_\_\_\_\_, dated \_\_\_\_\_\_.

#### 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. <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

#### 3.1 General Conditions

#### 2010C (2020-05-28), Services (medium complexity)

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual/3/2010C/18

#### 4. Security Requirements

1. The contractor/offeror personnel requiring access to the work site(s) must each hold a valid reliability status, granted or approved by CSA.

2. The contractor/offeror must comply with the provisions of the:

a.Security Requirements Check List and security guide (if applicable), attached at Appendix E. b.Industrial Security Manual (Latest Edition)

#### 5. Term of Contract

The period of the contract is one (1) year from the award date.



#### 5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **four (4)** additional periods, of one (1) year each, 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

#### 6.1 Firm Price – For section 1 of Appendix B

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_\_ (insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.2 Limitation of expenditure - For sections 2, 3 and 4 of Appendix B

For the Work described the Statement of Work in Appendix 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 Appendix B to a limitation of expenditure of <u>\$</u>. (*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. Terms of payment – Monthly Payments

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.

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY 9F030 – FINANCIAL SERVICES Seurity and Facilities asc.facturation-invoicing.csa@canada.ca

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

The firm amount (Section 1 of Annex B) will be divided by 6 months and invoices must be submitted at the end of each month from November to April inclusively, including the additional services (Section 3 of Annex B) and the abrasive applications for zone # 7 (Section 4 of Annex B) made during the invoiced month. Only the payment for snow accumulation in addition to the preliminary 250 cm considered into the firm price per season, will be invoiced once a year, at the end of the winter season.

#### 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 : <u>http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp</u>

#### 10. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of \_\_\_\_\_\_ (*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 this resulting contract is:

Rafael Uribe **Procurement and Contract Administration** Canadian Space Agency 6767 route de l'Aéroport Saint-Hubert, QC Canada J3Y 8Y9 Telephone: (450) 926-4492 E-Mail: rafael.uribe@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.

#### 12. Project Authority

#### To be inserted at contract award.

Name: TBD Title: Canadian Space Agency Address: 6767, Route de l'Aeroport St-Hubert, Québec, J3Y 8Y9 Telephone: E-Mail:

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 (To be inserted at contract award)

Name: Title: Contractor: Address: Telephone: E-Mail:

#### 14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is



not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### **15. 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 Appendix D.

#### 16. 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.

#### 17. 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### **18. Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



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

#### **19.1 Recourse for suppliers with respect to the Procurement Process**

a) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

b) There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts.

c) Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at <u>www.buyandsell.gc.ca</u> under the heading "Supplier Dispute Management Process".

#### **19.2 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 <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.gc.ca</u>.

#### **19.3 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, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.



# **APPENDIX "B"**

# **Basis of payment**

Pricing



All costs listed below include: travel expenses, labour as well as administration and profit of the business, but they are before applicable taxes.

During the contract period, the contractor will be paid as specified below for work performed under the contract. The bidder must complete this price list and include it in his financial bid:

#### PRICE TABLE

	Year 1	1st option year	2nd option year	3rd option year	4th option year
	From the awarding of the contract on September 30, 2022	From October 1, 2022 to September 30, 2023	From October 1, 2023 to September 30, 2024	From October 1, 2024 to September 30, 2025	From October 1, 2025 to September 30, 2026
Section 1:					
Firm price per season (Services specified in Appendix C)	\$ /year	\$ /year	\$ /year	\$ /year	\$ /year
Section 2:					
Price per additional cm (for snow accumulation greater than 250 cm per season*)	\$ /cm	\$ /cm	\$ /cm	\$ /cm	\$ /cm
Section 3:					
Hourly rate per additional service* (see point 4 of Appendix C)	\$ /hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour
Section 4:					
Firm rate for each abrasive application	\$ /request	\$	\$	\$	\$ /request
request for area # 7* (see point 6 of Appendix C)		/request	/request	/request	

\*Since the number of centimetres of snow, hours and additional services in Sections 2, 3 and 4 is unknown, we will evaluate the financial proposals using an estimated average per year based on the table in point 4.5 of Part 4 of the request for proposals. The estimates are for evaluation purposes only. The fact of disclosing them does not in any way commit Canada to request these services or to pay the sums of money related to the estimates made.



The financial evaluation of bids will be based on the following calculation:

- 1) Total firm price per period of Section 1
- Price per cm of additional Section 2 snow, multiplied by 50 cm(estimated amount of additional snow 2) per period).
- 3) 4) Hourly rate per additional Section 3 service, multiplied by 20 (estimated credit hours per period).
- Section 4 firm rate, for each of the abrasive application requests for area # 7, multiplied by 3 (estimated number of requests per period).

(1) + 2) + (3) + (4) = Price per period/year

Year 1 + 1st option year + 2nd option year + 3rd option year + 4th option year =

\$\_

**Total Financial Proposal** 



## **APPENDIX "C"**

# STATEMENT OF WORK (SOW)



#### 1. Scope of the Work

Provide equipment, materials and manpower to remove snow and de-ice the surfaces listed in the enclosed plan, in accordance with the legend requirements.

Start snow removal work immediately after the contract is awarded and perform snow removal and deicing at the required time during the entire contract period.

#### 2. Description of the Work;

Without limitation, the work includes the following items:

Ensure the availability of personnel and equipment needed to provide the required services 24 hours a day throughout the winter season. (October 15 to May 1 of each season)

The contractor must take all necessary measures and provide ongoing supervision in order to begin interventions at the right time. The Canadian Space Agency (CSA) representative may intervene to report a problem, but at no time will he be responsible for monitoring the condition of the parking lot.

Removal of snow from all surfaces indicated on the attached plan. Manually clear with care all surfaces inaccessible to motorized equipment. (Areas identified in the plans)

The spreading of <u>non-toxic biodegradable</u> salt on all icy and slippery surfaces of all entrance/exit areas and sidewalks adjacent to the building.

The spreading of an abrasive in cases where salt is ineffective, to maintain safe service lanes and parking spaces.

Snow removal service for any accumulation caused by blowing snow.

#### 3. Execution of the Work:

All surfaces must be kept free of snow and ice at all times so that pedestrians and vehicles can move freely and safely. The contractor is responsible at all times for removing snow as soon as it reaches a depth of 2.5 cm. The application of salt to avoid snow removal will not be permitted.

Since the John H. Chapman Space Centre (JHCSC) is an operational facility 24/7, 365 days a year, conduct snow removal and de-icing operations to maintain safe access even during a storm or precipitation period, whether during the day or at night. Snow removal methods and snow dump sites will have to comply with the appended plan. Pay special attention to sloping surfaces. No parking space can be used for snow storage.

Clear access to fire hydrants, fire valves, emergency entrances and exits and main entrances at all times. Manually clear with care all surfaces inaccessible to motorized equipment. (Areas identified in the plans)

Use equipment and work methods to prevent deterioration of surfaces including rust marks on granite and interlocking bricks located near the main entrance to the building. Any damage to coatings will be the contractor's responsibility.



Clear and de-ice all entrances and exits, sidewalks, parking spaces and traffic lanes. The following times are times when special attention must be paid to maintaining safe traffic circulation areas for users:

7:00 a.m., 12:00 a.m., 3:00 p.m. and 12:00 p.m.

Provide and install safe snow removal markers in sufficient numbers by November 1 to delineate sidewalks and parking area concrete curbs.

For areas 1 to 6 the contractor must provide labour and equipment in order to maintain a fluid traffic flow in these circulation areas even during heavy snowfall.

#### 4. Additional Services

Additional snow removal services may be requested by the CSA representative to clear accesses in order to allow work or other unplanned services to be carried out. In these situations, the CSA representative will communicate the need in writing to the contractor at least 48 hours in advance.

#### 5. Damage Control;

At the beginning of each season, a tour will be conducted with a CSA representative and the contractor to determine the state of the site. Any damage present will be noted. During the snow removal season, we seek the contractor's cooperation in reporting any damage that may have been caused during snow removal operations.

In the spring, damage identified as a result of snow removal will be reported to the contractor so that repairs can be made by the contractor.

Each spring, the contractor must repair all surfaces damaged by snow removal activities (grass, curbs, granite, signage, etc.).

#### 6. Definition of requirements in relation to the areas identified in the appended plan

#### Area 1, sidewalks cleared with small equipment and manually

This area identifies all sidewalks to be maintained that must be plowed with the small tractor (maximum width of 60 inches) equipped with a snow blower and a snowplough. We require that the snow be blown to avoid snow piles. The vast majority of snow cleared from these surfaces will need to be pushed and blown into the parking lot so that large equipment can transport the snow to the depot.

#### Area 2, blown snow on the terrain

This area identifies the locations where snow must be blown on the terrain continuously during snow removal operations. We do not accept mounds of snow that would be blown following precipitation. The contractor must make available equipment to blow snow during the precipitation period.



#### Area 3, emergency exit access on the lawn and gravel sidewalk

These accesses must be cleared of snow at all times as soon as there is an accumulation of 10 cm or more. Since the access road is on lawn and gravel surfaces, it is mandatory to use the small tractor weighing less than 1,800 kg using the blower to avoid any mounds and damage to the terrain. This measure is necessary until the ground is frozen deep. The use of larger equipment will then be allowed.

#### Area 4, snow picked up and transported to the depot

For this entire area, snow must be transported using machinery with snowploughs adapted in width and height in order to be able to transport the snow from these areas to the depot identified in area 6.

#### Area 5, snow removed with a snowplough

For this section, snow can be pushed to either side of the road.

On a regular basis, plan to blow snow accumulations along roads that become too high to avoid accumulations on the roadway caused by the wind.

#### Area 6, snow disposal area

Sector to which snow is to be transported.

For areas 1 to 6 the contractor must provide labour and equipment in order to maintain a fluid traffic flow in these circulation areas even during heavy snowfall.

#### Area 7 perimeter road

Clear snow from the bypass road with equipment that has a blower. Snow removal must be carried out after accumulation of 10 cm or more and can be started within 12 hours of the end of precipitation. The abrasive service will be on demand at a firm rate. Smaller equipment should be used during thaw periods to avoid damage to the gravel road.

#### Identification of Emergency Exits

All emergency exits have been identified on the plan. These exits must be cleared of snow at all times as soon as there is an accumulation of 10 cm of snow or more. Sections near the doors must be cleared manually.

#### Fire Network Access

All accesses to the fire network have been identified on the plan. These accesses must be cleared of snow at all times as soon as there is an accumulation of 10 cm of snow or more. Sections near equipment or buildings must be completed manually.

#### 7. Ensure the Availability of Resources and Equipment

Maintain resource and equipment availability service 24 hours a day, 7 days a week for the entire duration of the contract.

Availability means ensuring that the CSA representative will, if necessary, be able at all times to contact the contractor, one of his designated resource persons or a centralized emergency call service in order



to report an anomaly. The time delay for an intervention following the receipt of a call from the CSA representative must be no more than one (1) hour.

Provide the CSA representative with telephone numbers and procedures to be followed to contact the contractor or his technicians at all times.

#### 8. Availability of Equipment and Methods of Implementation:

This mandate includes the provision of the following equipment;

- 1 Piece of equipment dedicated to snow removal from sidewalks and access to the lawn. Maximum width of 60 inches, maximum weight of 1,800 KG, equipped with a snowplough and blower with a minimum motor rating of 30 hp. The snowplough and the blower must be functional together on the equipment.
- 1 Piece of equipment for applying de-icing salt and abrasive. This equipment must be suitable for the surfaces of sidewalks or parking lots, otherwise 2 pieces of equipment adapted to both needs will have to be provided.
- 1 Piece of equipment for blowing snow continuously during precipitation. At least one industrial blower no less than 8 feet wide (minimum weight 6,000 KG) to carry out the work continuously for several hours is required.
- 1 second piece of equipment equipped with a 10 or 12 foot minimum snowplough (minimum weight 6,000 KG) in order to transport and plough the snow to the depot.
- Provide protective method for interlocking bricks and granite (see section 3, Execution of the Work).
- The contractor is responsible for ensuring that a competent team is in place that will be able to respond as required by considering the possibility of equipment breakdown.
- The contractor is required to make available equipment of a type and in number of items to ensure continuous service even during major storms in order to allow passage as frequent as 30 minutes for the site traffic areas for automobile traffic.

The CSA offers the possibility of parking 3 pieces of equipment on the site.

#### 9. Products

The CSA may require the contractor to submit for approval the list of products he plans to use to carry out the work. This list must include the product data sheets and descriptions. The CSA may also require samples of these products.

Although the CSA offers the contractor the opportunity to leave the equipment on its terrain, it assumes no responsibility for any damage to the equipment.



#### **10.** Environmental Consideration

The Federal government has implemented an environmental policy to reduce the environmental footprint of its operations.

The main environmental impacts related to snow removal are:

- Greenhouse gas emissions related to travel and transportation
- Soil depletion through the use of chemical agents such as salt and abrasives. Soil pollution by contaminated snow containing the same substances, waste and metal particles
- Pollution of water and groundwater by the use of salt

What we seek to promote:

- Integration of sustainable development into the company's philosophy.
- Use of environmentally friendly products, supplies and goods, made of recycled materials, and those that are easily recyclable or recoverable.
- Sound management of residual materials, that is to say, reduce at source, maximize re-use, recycle as much as possible and dispose of properly.
- Reduction of energy and drinking water waste.
- Sound management when using de-icing salt.

#### 11. Health and Safety

The contractor must comply with all safety measures regarding fire and accident risks. Apply the measures prescribed by national and provincial codes.

Comply with the health and safety requirements of Part II of the Canadian Labour Code and use safe working methods to protect contractor employees and CSA facility users.

Ensure that all equipment used for the work is maintained and operated properly. The CSA reserves the right to prevent the use of equipment deemed defective or inappropriate. In these circumstances, the contractor is responsible for replacing this equipment.

#### 12. Contract Limitation

In order to have a fair payment method, the amount tendered will be to provide the services described in this document up to a maximum accumulation of 250 cm of snow per winter season recorded at Dorval Airport. Any additional snow accumulation will be paid for at the unit cost per additional cm of accumulation. In such a situation, the payment will be made in a single payment at the end of the season.



## **APPENDIX "D"**

# **Performance Evaluation Report**



#### 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:	Contract completion date:								
Name of project authority/technical authority:	Branch:									
Contract no.:	Project name:									
*Supplier										
Rating scale:	10 - 9: Excellent $6 - 5$ : Satisfactory $2 - 1$ :Unsatisfactory $8 - 7$ : Very Good $4 - 3$ : Poor									
<ol> <li>Did the supplier provide consulta with the education, accreditation experience indicated in the contra</li> </ol>	nd Comments:									
<ol> <li>Please rate the overall quality of services provided by this supplie</li> </ol>	ne 10 9 8 7 6 5 4 3 2 1 Comments:									

3	Please rate the responsiveness of the	10	9	8	7	6	5	4	3	2	1		
5.	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.		mments:										
		10	9	8	7	6	5	4	3	2	1		
4.	Was the work performed in accordance with the requirements specified in the statement of work?	Comments:											

	9	8	7	6	5	4	3	2	1
5. Please rate the quality of communication between the department and the supplier.	ommer	nts:							



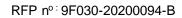
6		ere all administrative documents ceived in accordance with the	10	9	8	7	6	5	4	3	2	1		
	re	quirements of the contract?	Corr	nmer	nts:									
	Administrative documents can include but are not limited to:													
	a.	Invoices												
	b.	Progress reports												
	C.	Reports on use or business volume												
	d.	Meeting agendas and minutes												
	e.	Documentation and quality of work												
	Т	OTAL		/6	0									

### **Overall Rating**

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

# SECURITY REQUIREMENTS

# APPENDIX "E"







Government of Canada	Gouvernemer du Canada	t		Con	tract Number / Numéro du contr 20200094	rat		
	uu Canada		9	Security C	lassification / Classification de	sécurité		
	SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) ART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE							
1. Originating Government Depa				Branch o	or Directorate / Direction généra	le ou Direction		
Ministère ou organisme gouv	-		-		é et installations			
3. a) Subcontract Number / Num			me and Address o		tractor / Nom et adresse du sou	us-traitant		
·	Appel d'offres							
<ol> <li>Brief Description of Work / Br Service de déneigemen</li> </ol>		ravail						
Service de deneigemen	n.							
5. a) Will the supplier require ac Le fournisseur aura-t-il acc						No Yes Non Oui		
<ol><li>b) Will the supplier require ac Regulations?</li></ol>						No Yes Non Oui		
Le fournisseur aura-t-il acc Règlement sur le contrôle		echniques militaires non clas ques?	sifièes qui sont as	sujetties	aux dispositions du			
<ol><li>Indicate the type of access re</li></ol>								
(Specify the level of access	s employés auront- s using the chart in	ils accès à des renseignemer Question 7. c)	nts ou à des biens	mation o PROTÉ	r assets? GES et/ou CLASSIFIÉS?	No Yes Non Oui		
(Préciser le niveau d'accès 6. b) Will the supplier and its em		au qui se trouve à la questio		restricte	d access areas? No access	No Ves		
to PROTECTED and/or CL	ASSIFIED information	tion or assets is permitted.						
				ies zones	d'accès restreintes? L'accès			
6. c) Is this a commercial courie	r or delivery require	GÉS et/ou CLASSIFIÉS n'es ment with no overnight stora sison commerciale sans entre	ge?			No Yes Non Oui		
7. a) Indicate the type of informa	ation that the suppli	er will be required to access /	Indiquer le type d	l'informat	ion auquel le fournisseur devra	avoir accès		
Canada		NATO / OTAN			Foreign / Étranger			
<ol><li>b) Release restrictions / Rest</li></ol>	rictions relatives à l							
No release restrictions		All NATO countries			No release restrictions			
Aucune restriction relative à la diffusion		Tous les pays de l'OTAN			Aucune restriction relative à la diffusion			
Not releasable								
À ne pas diffuser								
Restricted to: / Limité à :		Restricted to: / Limité à :			Restricted to: / Limité à :			
Specify country(ies): / Préciser	le(s)	Specify country(ies): / Préd	siser le(s) pays :		Specify country(ies): / Précise	er le(s)		
pays :					pays :			
7. c) Level of information / Nivea	u d'information							
PROTECTED A	a a mornador	NATO UNCLASSIFIED	·		PROTECTED A			
PROTÉGÉ A		NATO NON CLASSIFIÉ			PROTÉGÉ A			
PROTECTED B		NATO RESTRICTED			PROTECTED B			
PROTÉGÉ B		NATO DIFFUSION RESTR			PROTÉGÉ B			
PROTECTED C		NATO CONFIDENTIAL			PROTECTED C			
PROTÉGÉ C		NATO CONFIDENTIEL	<u>.</u>		PROTÉGÉ C	닄		
CONFIDENTIAL		NATO SECRET			CONFIDENTIAL			
SECRET	=	NATO SECRET COSMIC TOP SECRET			CONFIDENTIEL	금		
SECRET		COSMIC TOP SECRET			SECRET			
TOP SECRET		COMING THEO DEGILET	·		TOP SECRET			
TRÈS SECRET					TRÈS SECRET			
TOP SECRET (SIGINT)					TOP SECRET (SIGINT)			
TRÉS SECRET (SIGINT)					TRÉS SECRET (SIGINT)			



Government	Gouvernement	Contract Number / Numéro du contrat 20200094						
of Canada	du Canada	Security Classification / Classification de sécurité						
ART A (continued)   PARTIE A (suite) 3. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :								
Le fournisseur aura-t-il acce	cess to extremely sensitive INFOSEC information o ès à des renseignements ou à des biens INFOSEC		No Yes Non Oui					
Short Title(s) of material / T Document Number / Numér	'itre(s) abrégé(s) du matériel : ro du document :							
	PPLIER) / PARTIE B - PERSONNEL (FOURNISSE ening level required / Niveau de contrôle de la sécu							
RELIABILITY	STATUS CONFIDENTIAL							
COTE DE FIA		SECRET TRÈS SECR						
TRÈS SECRE	ET – SIGINT NATO CONFIDENTIEL		ÈS SECRET					
	EMPLACEMENTS							
Special comm Commentaires								
NOTE: If mult	tiple levels of screening are identified, a Security Class	stication Guide must be onwided						
REMARQUE		requis, un guide de classification de la sécurité doit être f	ioumi. No Yes					
Du personnel sans auto	orisation sécuritaire peut-il se voir confier des partie	s du travail?						
	personnel be escorted? rsonnel en question sera-t-il escorté?		No Yes Non Oui					
	UPPLIER) / PARTIE C - MESURES DE PROTECT	ION (FOURNISSEUR)						
INFORMATION / ASSETS	/ RENSEIGNEMENTS / BIENS							
premises? Le fournisseur sera-t-il f	uired to receive and store PROTECTED and/or CL tenu de recevoir et d'entreposer sur place des rens		No Yes Non Oui					
CLASSIFIÈS?	uired to safeguard COMSEC information or assets?	,	No Yes					
	tenu de protéger des renseignements ou des biens							
PRODUCTION								
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIE?								
INFORMATION TECHNOLO	GY (IT) MEDIA / SUPPORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATION (TI)						
information or data? Le fournisseur sera-t-il te	11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Ve information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGES et/ou CLASSIFIÉS?							
	I. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?     Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence     Ou     Ou							



I

Government Gouvernement du Canada

(	Contract Number / Numéro du contrat
	20200094

Security Classification / Classification de sécurité

<ul> <li>PARTIC - (continued) / PARTIE C - (suite)</li> <li>For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.</li> <li>Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.</li> <li>For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.</li> <li>Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.</li> <li>SUMMARY CHART / TABLEAU RÉCAPITULATIF</li> </ul>																												
Category Catégorie		OTECT					ASSIF							NATO	)									cor	MSEC			
Categorie	^	в	c		CLASSIFIÉ CONFIDENTIAL SECRET CONFIDENTIEL		-	SECRET RES		NATO RESTRICTED NATO DIFFUSION		NATO CONFIDENTIAL NATO CONFIDENTIEL		NATO SECRET		COSMIC TOP SECRET COSMIC TRES			PROTECTED PROTÉGÉ		-	FIDEN		SECRET	TOP SECRET TRES SECRET			
Information / Assets Renseignements / Blens		h	┢	1			┟┎	7	┟┎		RES	TREINTE	+	$\square$	┥	Г	7		CRET	┢	h	┢					$+\square$	-
Production				il				1		-	+		+		+		1	Ħ		┢		F	il					
IT Media / Support Ti																												
IT Link / Lien électronique																		[										
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTEGÉE et/ou CLASSIFIÉE? Non Oui If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.						Yes Oui																						
<ul> <li>« Classification de securite » au haut et au bas du formulaire.</li> <li>12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?</li> <li>If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).</li> </ul>																												



Government of Canada	Gouvernement du Canada			20	er / Numéro du c 200094 n / Classification			
PART D - AUTHORIZATION / PA								
13. Organization Project Authority								
Name (print) - Nom (en lettres mo Benoit Haché	Title – Titre Chef d'exp	ploitation architecture	Signature	ung flate	Signature numérique de Hache, Benoit			
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou	rriel Ve	un pare	Date : 2020.06.22		
(450) 926-4918	(450) 926-4894		Benoit.Hache@canada.	са		11:37:48 -04'00'		
14. Organization Security Authorit	y / Responsable de la séc	urité de l'orgar	nisme					
Name (print) - Nom (en lettres mo	ulées)	Title - Titre		Signature				
Dany Dufour			icipal, Services de inistérielle	gun s	ur, Dany	Signature numérique de Dufour, Dany Date : 2020.06.22 21:28:30 -04'00'		
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou	rriel	Date			
(450) 926-4769			Agent principal, Service	ices de				
			sécurité ministérielle					
<ol> <li>Are there additional instruction Des instructions supplémentai</li> </ol>			cation Guide) attached? classification de la sécurité) son	t-elles jointes	?	No Yes Non Oui		
16. Procurement Officer / Agent d	approvisionnement							
Name (print) - Nom (en lettres mo	ulées)	Title – Titre		Signature	in flait Space	Illy signed by: runbe@csa. e.gc.ca N = runbe@csa.space.gc.ca 2021.05.17 21:49:21 -04'00'		
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date			
17. Contracting Security Authority	/ Autorité contractante en	matière de sé	curité					
Name (print) - Nom (en lettres mo	ulées)	Title – Titre		Signature				
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date			



## APPENDIX F

# **INSURANCE REQUIREMENTS**



#### INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a.Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b.Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e.Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f.Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g.Employees and, if applicable, Volunteers must be included as Additional Insured.

h.Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i.Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j.Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

I.Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m.Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

n.Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



### **APPENDIX G**

## PLANS

See attached documents titled:

### RFP 9F030-20200094 - Plan 1.pdf

### RFP 9F030-20200094 - Plan 2.pdf

in the call for tenders.



### **APPENDIX H**

# **TECHNICAL EVALUATION**



#### **TECHNICAL EVALUATION**

#### Mandatory Technical Criteria (MTC)

**To be declared eligible**, a bid must meet the requirements of the bid solicitation and meet all mandatory technical evaluation criteria.

Mandatory Technical Criteria	Refer to the page of the tender where the criterion is demonstrated	Compliant /Non Compliant
CTO1 – Contractor's Equipment The contractor MUST provide a description of the equipment that the contractor intends to assign to the project along with the registrations to validate the weight. The description MUST demonstrate that the contractor is able to meet the requirements of point 8 of Appendix C.		
<ul> <li>CTO2 – Previous Business Experience</li> <li>The Contractor MUST provide one (1) letter of recommendation from a client served for a comparable site; the experience described must have lasted at least two (2) consecutive years (two winters) in the last five (5) years.</li> <li>Comparable means a site with a minimum area of 20,000 square metres frequented by the public over a period of 7 days per week.</li> <li>The proposed template (see bellow) is not mandatory, but the contractor MUST ensure that all information in the template is contained in the letter of recommendation provided*.</li> </ul>		

\*Canada reserves the right to verify the information provided in the letter of recommendation. The bid will be declared ineligible if it is found that the bidder has made false statements, knowingly or not.



Letter of Reco	Letter of Recommendation (Recommended Template)				
Name of the client organization or company					
Name of the client's resource person who can confirm the information presented in the bid.					
Title of client's resource person					
Telephone number of the client's resource person					
Email address of the client's resource person					
Period of completion of the work (indicate month and year)	From (Month / Year) To (Month / Year)				
Description of the work performed					
Levels of satisfaction	The contractor met the expectations of the contract with quality and efficiency.         Agree       ()         Disagree       ()				



### Rated Technical Criteria (RTC)

Rated Technical Criterion	Method of Verification	Refer to the page of the tender where the criterion is demonstrated	Maximum points	Passing score
CTC1 – Anti-pollution or electrical equipment The company uses snow removal equipment and tractors with high- performance emission control systems (with the use of urea) or electric vehicles (for general use of the company)	The contractor MUST provide a list and description of the equipment used, supported with emission control system specifications. 1 point per item of proposed equipment		3 points	0 points
CTC2 – Environmental policy or measures in place The company has an environmental policy and/or environmental measures in place to reduce the environmental footprint of its operations.	The company MUST provide a copy of its environmental policy and/or the list of its environmental measures in place to reduce the environmental footprint of its operations. 2 points for having an environmental policy. 1 additional point per environmental measure in place. (Reference to section 10 of Appendix C)		7 points	0 points
Total Points			10 points	0 points

### > Total points obtained – Rated Technical Criteria (RTC)

CTC-1 – Anti-pollution or electrical equipment				
CTC-2 – Environmental policy or measures in place				
Total Points				



# APPENDIX "I"

### **INTEGRITY FORM**

To be included with certifications (Section III : Certifications):



Dénomination complète de l'entreprise / Complete Legal Name of Company						
Д	Adresse de l'entreprise / Company's address					
N	EA de l'entreprise / Company's PBN number					
Numéro	de l'appel d'offre / Request for proposal's number					
Membres du Board	Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name					
1. Membre / Director						
2. Membre / Director						
3. Membre / Director						
4. Membre / Director						
5. Membre / Director						
6. Membre / Director						
7. Membre / Director						
8. Membre / Director						
9. Membre / Director						
10. Membre / Director						
Autres Membres / Other m	ambars.					
Commentaires / Comment	S					



# APPENDIX "J"

## **EPOST Instructions**



Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. The Bid Receiving Unit is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service.

#### 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.

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 to PSPC's Bid Receiving Unit at: <u>TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca</u>.

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 using an epost Connect account, you are still invited to bid. The regular methods for bid submissions that are outlined in the solicitation document (courier, in person) are still available.