



REQUEST FOR PROPOSAL (RFP)

COMPOST COLLECTION SERVICE

**Bid Submission Deadline:
April 30, 2024 at 2:00 pm (EDT)**

Submit Bids to:
Canada Post Corporation's (CPC) Connect service
Or
By Fax 819-997-9776

Reference: CSA File No. **9F030-23-0413**

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



April 11, 2024



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SUMMARY	4
1.2 SECURITY REQUIREMENTS	4
1.3 STATEMENT OF WORK	4
1.4 TRADE AGREEMENTS.....	4
1.5 DEBRIEFINGS.....	4
1.6 CANADA POST CORPORATION'S (CPC) CONNECT SERVICE	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA.....	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5. CERTIFICATIONS REQUIRED WITH THE BID	12
5.1 CERTIFICATION - BID.....	12
5.2 INELIGIBILITY AND SUSPENSION POLICY.....	12
5.3 FORMER PUBLIC SERVANT	12
5.4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY	14
5.5 INTEGRITY PROVISIONS – LIST OF NAMES	14
5.6 INSURANCE REQUIREMENTS.....	14
5.7 STATUS AND AVAILABILITY OF RESOURCES	14
5.8 EDUCATION AND EXPERIENCE	14
5.9 PROCUREMENT BUSINESS NUMBER.....	15
5.10 CERTIFICATION – CONTRACT.....	15
PART 6 - RESULTING CONTRACT CLAUSES	16
6.1 SECURITY REQUIREMENTS	16
6.2 STATEMENT OF WORK	16
6.3 STANDARD CLAUSES AND CONDITIONS	16
6.4 AUTHORITIES.....	16
6.6 PAYMENT.....	17
6.6.1 BASIS OF PAYMENT – REIMBURSABLE COSTS - LIMITATION OF EXPENDITURE.....	17
6.6.3 ELECTRONIC PAYMENT OF INVOICES – CONTRACT	18
6.7 INVOICING INSTRUCTIONS.....	18
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	19
6.9 INSURANCE REQUIREMENTS – NO SPECIFIC REQUIREMENT	19
6.10 APPLICABLE LAWS	19
6.11 PERFORMANCE EVALUATION.....	19
6.12 PRIORITY OF DOCUMENTS.....	19

Solicitation No. - N° de l'invitation
9F030-23-0413



6.13 OFFICE OF THE PROCUREMENT OMBUDSMAN CLAUSE.....	19
ANNEX A - STATEMENT OF WORK	21
ANNEX B – BASIS OF PAYMENT.....	23
ANNEX C - INTEGRITY FORM	24
ANNEX D – PERFORMANCE EVALUATION REPORT.....	25



PART 1 - GENERAL INFORMATION

1.1 Summary

The Canadian Space Agency (CSA) is continuing its waste management program, which aims to reduce the amount of waste sent to landfill. To achieve these objectives, CSA requires the services of a supplier to process materials using the industrial composting method for its site located at 6767 Route de l'Aéroport, in Saint Hubert.

The bidder will have to provide equipment and labour to collect and process compostable material at the John H. Chapman Space Centre (JHCSC).

- **Period of the Contract**

From July 1st, 2024 to March 31, 2029

- **Work location**

The work will take place at the locals of Canadian Space Agency located at 6767, route de l'Aéroport à Saint-Hubert (Québec)

- **Official languages**

The contractor must be able to provide resources capable of communicating orally and in writing in French.

1.2 Security Requirements

There are no security requirements associated to this contract.

1.3 Statement of Work

The work to be performed is described at Annex A – Statement of Work.

1.4 Trade Agreements

This request is not subject to any Trade Agreements.

1.5 Debriefings

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

1.6 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Bids must ONLY be submitted :

- By the Canada Post Corporation Connect service:

<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>
Canada Post Corporation connect service information: Section 08 (2022-03-29) - Transmission by Canada Post Corporation Connect of document 2003 – Standard Instructions - Goods or Services - Competitive Requirements.

Or

- By Fax : 819-997-9776

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

DO NOT COPY THE CONTRACTING AUTHORITY

2.2.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or



Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.2.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority by email to melanie.seguin@asc-csa.gc.ca **no later than five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (a) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Accessibility Standards

In accordance with the [Treasury Board Contracting Policy](#) and the [Accessible Canada Act](#), federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- a) demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
b) describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

2.7 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Bidders are encouraged to submit bids electronically.

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Solicitation No. - N° de l'invitation
9F030-23-0413



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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the **Annex B** - Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In conducting its evaluation of the bids, Canada may, **but will have no obligation to**, do the following:
- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation. If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 3 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.
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (See Table 1)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

TABLE 1 – MANDATORY CRITERIA		Please indicate where the info can be found in the bid (page number)
MC1	<p>The bidder MUST provide a copy of the operating permit issued by the provincial government for the industrial composting facility to which the material will be sent.</p> <p>* To demonstrate compliance with this criterion, the bidder must include documented proof in its proposal.</p>	
MC2	<p>The bidder MUST provide a list of accepted materials including at least the following items:</p> <ul style="list-style-type: none"> • Organic food • Paper towels • Other compostables <p>* To demonstrate compliance with this criterion, bidders must include documented proof of compliance in their proposal.</p>	

4.1.2 Financial evaluation

The bid price will be evaluated in Canadian dollars, excluding applicable taxes, FOB destination, including Canadian customs duties and excise taxes.



4.2 Basis of Selection – Mandatory technical criteria

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

5. Certifications Required with the Bid

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

5.1 Certification - Bid

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.2 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.

5.3 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.

5.3.1 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.

5.3.2 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](#).

5.3.3 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.

5.3.4 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.

5.4 Federal Contractors Program for Employment Equity

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

5.5 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. (See **Annex D** - Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). (See **Annex D** - Integrity Form).

5.6 Insurance Requirements

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.

5.7 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.

5.8 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.

Solicitation No. - N° de l'invitation
9F030-23-0413



5.9 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): _____

5.10 Certification – Contract

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:

- 5.1. Certification - Bid
- 5.2. Ineligibility and Suspension Policy
- 5.3. Former Public Servant
- 5.4. Federal Contractors Program for Employment Equity
- 5.5. Integrity Provisions
- 5.6. Insurance Requirements
- 5.7. Status and Availability of Resources
- 5.8. Education and Experience
- 5.9. Procurement Business Number
- 5.10. Certification – Contract

 Signature

 Date

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

Phone : _____

E-Mail : _____



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There are no security requirements associated to this contract.

6.2 Statement of Work

The Contractor must perform the work in accordance with the Statement of Work at Annex A and the Contractor's bid dated _____. *(to be insert at contract award)*

6.3 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2022-12-01) General Conditions - Services (Medium Complexity) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/21> apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies and rules, <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4013/2> apply to and form part of the Contract.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is :

Mélanie Séguin
Procurement and Contract Administration
Canadian Space Agency
Telephone: 438 364-1399
E-mail address: melanie.seguin@asc-csa.gc.ca

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

6.4.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at contract award)*

Name: _____



Solicitation No. - N° de l'invitation
9F030-23-0413

Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 E-mail address: _____

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.

6.4.3 Contractor's Representative *(to be completed by the Bidder)*

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 E-mail address: _____

6.5 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.

6.6 Payment

6.6.1 Basis of Payment – Reimbursable costs - Limitation of Expenditure

For the Work described the Statement of Work in Annex A, 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 **\$ XXXXX** *(to be inserted 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:

1. when it is 75 percent committed, or
2. four (4) months before the Contract expiry date, or
3. 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.

6.6.2 Method of Payment – Monthly 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.

6.6.3 Electronic Payment of Invoices – Contract

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>

6.7 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 the release document and any other documents as specified in the Contract;
- b) a copy of the monthly progress report;

Invoices must be distributed as follows:

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

CANADIAN SPACE AGENCY
9F030 – FINANCIAL SERVICES
facturation-invoicing@asc-csa.gc.ca

- b) One (1) copy must be forwarded to the Project Authority indicated at section Authorities.

6.7.1 No responsibility to pay for work not performed due to closure of Government offices

- a) 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
- b) 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.



6.8 Certifications and Additional Information

6.8.1 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.

6.9 Insurance Requirements – 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.

6.10 Applicable Laws

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

6.11 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 - Annex E is used to record the performance.

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies and rules ;
- (c) the general conditions 2010B (2022-12-01) Professional Services (medium complexity)
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment ;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.13 Office of the Procurement Ombudsman clause

6.13.1 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 www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

6.13.2 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, or by web at www.opo-boa.gc.ca.

6.13.3 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 www.opo-boa.gc.ca.



ANNEX A - STATEMENT OF WORK

1. Purpose

The Canadian Space Agency (CSA) is continuing its waste management program, which aims to reduce the amount of waste sent to landfill. To achieve these objectives, we are looking for a supplier to process our materials using the industrial composting method for its site located at 6767 Route de l'Aéroport, in Saint-Hubert.

Provide equipment and labour to collect and process compostable material at the John H. Chapman Space Centre (JHCSC).

2. Description

For each site:

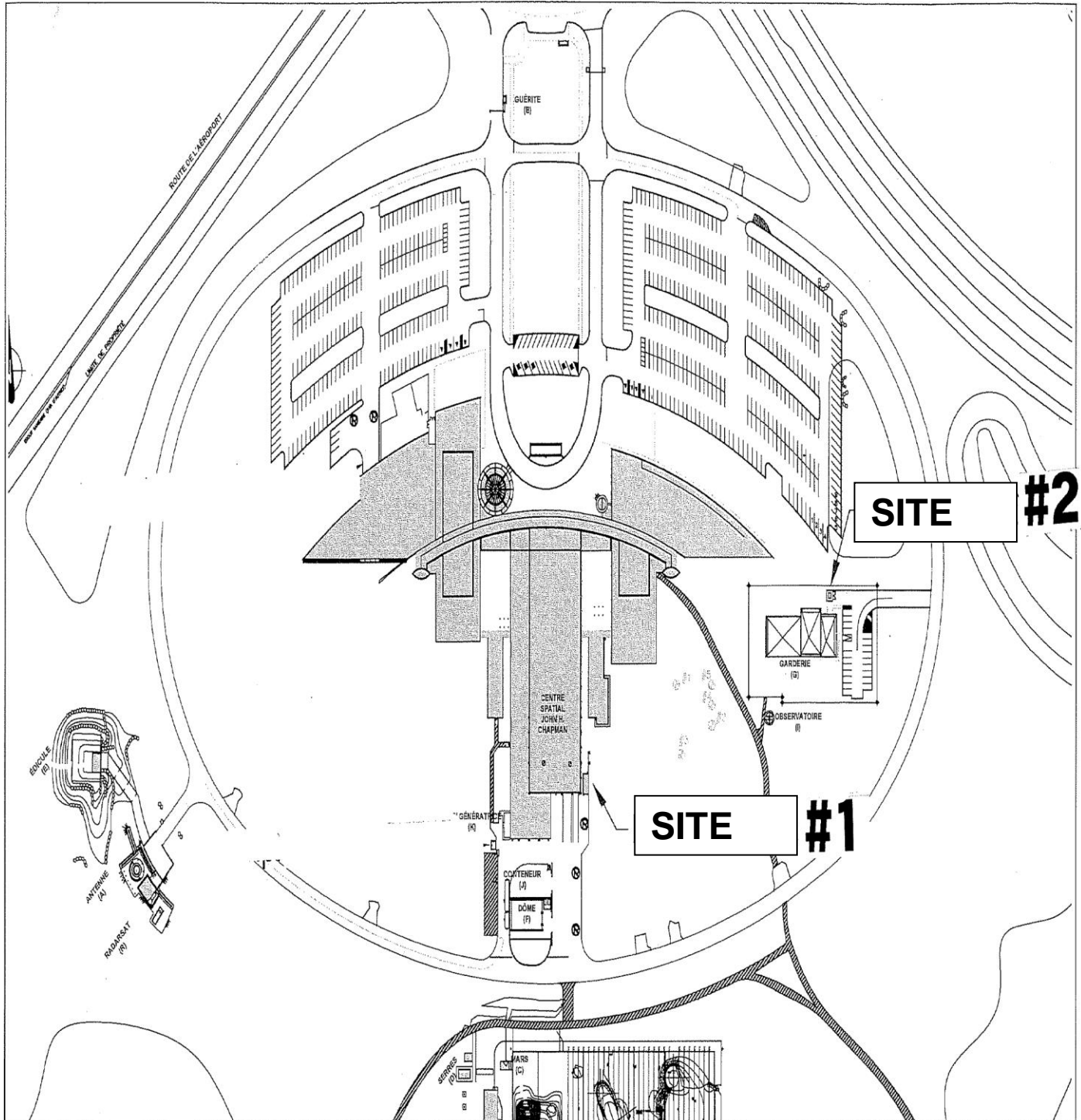
- Regular weekly collection with a rear-loading truck, loading 240-litre bins. Provide a quote (monthly rate) for the weekly collection of six bins (for two sites), basic fees.
- Provide a rate for additional bins per collection in cases where more than six bins are produced per week.
- The service must be performed during business hours (6:00 a.m. to 8:00 p.m.), from Monday to Friday, excluding statutory holidays.
- The CSA will provide the bins.
- The processing center must accept BNQ-certified compostable bags.
- To reduce administrative work, invoices will be issued once a month and both sites must appear on the same invoice. Additional bin charges, if any, must also be added to the monthly invoice.
- We are planning to use the industrial composting method to process materials produced at the JHCSC.
- Provide a composting service that can process the following materials:

BREAKDOWN OF ORGANIC MATERIALS PRODUCED at the JHCSC

Material	Annual Weight in Tonnes	Percentage (%)
Organic food	7.31	27.29
Paper towels	17.82	66.54
Other compostables	1.65	6.16
TOTAL	26.78	100.00

Site 1 : Warehouse area

Site 2 : Voie Lactée CPE (daycare), 6801 Route de l'Aéroport (at the same CSA site)



<p>Agence spatiale Canadienne Sécurité et installations</p> <p>Centre spatial John H. Chapman 6767 route de l'Aéroport Saint-Hubert (Québec) J3Y 8Y9</p>	<p>Canadian Space Agency Security and Facilities</p> <p>John H. Chapman Space C Tél (450) 926-4800 Fax (450) 926-4894</p>	<p>LOCALISATION DES EMPLACEMENTS</p>		<p>Dessiné/drawn MARYSE THÉROUX</p>	<p>Approuvé/approved BENOIT HACHÉ</p>
		<p>DEVIS SERVICE COLLECTE DES MATIERES COMPOSTABLES</p>		<p>No page 1/1</p>	

**ANNEX B – BASIS OF PAYMENT**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Bidder must respond to this pricing schedule by inserting in its financial bid **firm unit price, all inclusive (\$CDN)** for each items.

The prices quoted below, when submitted by the bidder, include the total estimated cost of all expenses that may be incurred for:

- a) all travel expenses that may be incurred within the National Capital Region (NCR) and the Canadian Space Agency in St-Hubert. The National Capital Region is defined in the National Capital Act, R.S. 1985, c. N-4 1985, s. 2, which can be consulted on the Department of Justice Web site at the following address: <https://laws-lois.justice.gc.ca/fra/lois/n-4/TexteComplet.html>
- b) all travel expenses that may be incurred between the contractor's place of business and the NCR; and CSA and
- c) all travel and living expenses to relocate resources to meet the terms of any subsequent contract. These costs may not be charged directly and separately from professional fees to any resulting contract that may arise from the solicitation.

	Year 1 From July 1 st 2024 to March 31, 2025	Year 2 From April 1 st , 2025 to March 31, 2026	Year 3 From April 1 st , 2026 to March 31, 2027	Year 4 From April 1 st , 2027 to March 31, 2028	Year 5 From April 1 st , 2028 to March 31, 2029
Weekly collection service for 6 bins (monthly rate)	<u>\$/month</u>	<u>\$/month</u>	<u>\$/month</u>	<u>\$/month</u>	<u>\$/month</u>
Rate per collection for additional 240L bin	<u>\$/bin</u>	<u>\$/bin</u>	<u>\$/bin</u>	<u>\$/bin</u>	<u>\$/bin</u>

Evaluation

For the purposes of evaluating bids received under this bid solicitation, the estimated value of each bid will be determined by summing the estimated value of each table. The estimated value of each table is calculated by multiplying the rates provided in section 2 by an estimated number of quantities required. These estimates are for evaluation purposes only and cannot be considered as a guarantee.

- **Weekly collection service for 6 bins (monthly rate):** 12/year
- **Rate per collection for additional 240L bin :** 15/year

The sum of the 5 years will be evaluated.

**ANNEX C - INTEGRITY FORM**

Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
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 members:	
Commentaires / Comments	

Solicitation No. - N° de l'invitation
9F030-23-0413



ANNEX D – PERFORMANCE EVALUATION REPORT

SA #:		Contract #:	
Contractor's Name:		Award Amt:	Award Date:
Contractor's Address:		Final Amt:	End Date:
		Total Spent:	
		TA Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work:		Amendment History:	
Client Department:			
Project Authority Name: Telephone #: e-mail:		Procurement Authority Name: Telephone #: e-mail:	
		PWGSC Contracting Authority Name: Telephone #: e-mail:	
<p>1. How do you rate the Contractor's overall performance? <input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations</p> <p>2. Resources</p> <p>a. Did the Contractor provide the resources as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Did the Contractor's resources conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Replacement Resources</p> <p>a. Did the Contractor's request to replace the resources immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Replacement Resources meet the requirements of the RFP? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>c. How many times were the Contractor's resources replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>4. Was the Contract completed within the predetermined:</p> <p>a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Were the required Reports and Deliverables:</p> <p>a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Contract Management</p> <p>a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>7. Remarks</p>			