

#### **RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

Canada Border Service Agency Cheque Distribution and Bids Receiving Area 473 Albert Street, 6th floor Ottawa, ON K1A 0L8 Telecopier number: (613)941-4696

#### Bid Receiving Unit is open from Monday to Friday inclusively, between the hours of <u>08:30</u> <u>a.m. and 11:30 a.m.</u>, excluding Statutory Holidays.

Agence des services frontaliers du Canada Secteur de distributions des chèques et de réception des soumissions 473 rue Albert, 6<sup>ième</sup> étage Ottawa, ON K1A 0L8 No. de télécopieur: (613)941-4696

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# Request for Proposal Demande de proposition Proposal to: Canada Border Services Agency

#### Proposal to: Canada Border Services Agency (CBSA)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

# Proposition à: l'Agence des services frontaliers du Canada (ASFC)

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s). **Comments — Commentaires:** 

#### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Issuing Office - Bureau de distribution

Canada Border Service Agency – Agence des services frontaliers du Canada 473 Albert St – 473 rue Albert  $8^{th}$  Floor –  $8^{ieme}$  étage Ottawa ON K1A 0L8

Services
Date:
March 27, 2014

Solicitation Closes — L'invitation prend fin		Time Zone — Fuseau horaire		
At /à:	<b>11:00 a.m.</b> (hours/heures)	EST (Eastern Standard Time) / HNE (heure normale de l'Est)		
On / le :	May 8, 2014	X EDT (Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)		
F.O.B. —	F.A.B.			
Plant-Usine: 🗌 Destination: X Other — Autre: 🗌				
Address E	Enquiries to — Adresser toutes questio	ns à:		
Line De	Line Desjardins			
Telephone	e No. – No de téléphone:	FAX No. – No de télécopieur :		
450 451	-6711 ext.2814	450 451-0144		
Destination - of Goods and or Services: Destination – des biens et ou services :				
See Herein – Voir aux présentes				

Instructions:

See Herein — Voir aux présentes

Delivery Required — Livraison exigée	Delivery Offered — Livraison proposée
See herein — voir aux présentes	
Vendor/Firm Name and Address — Raisor l'entrepreneur:	n sociale et adresse du fournisseur/de
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :
Name and title of person authorized to sigr (type or print) — Nom et titre de la personr fournisseur/de l'entrepreneur (taper ou écr	ne autorisée à signer au nom du
Signature	

# TABLE OF CONTENTS

#### PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Debriefings

## **PART 2 - BIDDER INSTRUCTIONS**

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Enquiries Bid Solicitation
- Applicable Laws

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

1. Bid Preparation Instructions

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

#### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 1. Security Requirement
- 2. Insurance Requirement

# PART 7 - RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Security Requirement
- 4. Term of Contract
- 5. Authorities
- 6. Payment
- 7. Invoicing Instructions
- 8. Certifications
- 9. Applicable Laws
- 10. Priority of Documents
- 11. Foreign Nationals
- 12. Insurance
- 13. Closure of Government Offices
- 14. Government Site Regulations

# List of Annexes:

- Annex AStatement of WorkAnnex BBasis of PaymentAnnex CSecurity Requirements Check List
- Annex D Non-Disclosure Agreement
- Annex E Evaluation Criteria
- Annex F Financial Evaluation of Proposal

# **BID SOLICITATION FOR**

#### **RECEPTION SERVICES AT THE MAIN CAMPUS IN RIGAUD**

# FOR THE

#### CANADA BORDER SERVICES AGENCY (CBSA)

# PART 1 - GENERAL INFORMATION

#### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

# 2. Summary

The Canada Border Services Agency (CBSA) College is the organization responsible for ensuring the training and development of all its employees. Although it's primary role is to provide services to CBSA employees, it may also offer its facilities to other federal organizations.

The College operates 24 hours a day, seven days a week. With 316 rooms, a pool, an auditorium, and a banquet hall with an adjoining licensed lounge, participants can remain on site for the duration of their activities.

There is a security requirement associated with this requirement. For additional information consult Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations – Instructions for Bidders" (<u>http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31</u>) document on the Departmental Standard Procurement Documents Web Site.

This solicitation is subject to the North American Free Trade Agreement (NAFTA), the World Trade Organization – Agreement on Government Procurement (WTO–AGP), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Columbia Free Trade Agreement (CCFTA).

# 3. 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 the results of the bid solicitation process. 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 bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<u>https://buyandsel.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada (PWGSC).

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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

Section 01, Code of Conduct and Certifications – Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements referenced above is hereby deleted in its entirety.

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

Delete: sixty (60) days Insert: one hundred and eighty (180) days

#### **Revision of Departmental Name**

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of this contract shall be interpreted as a reference to the Canada Border Services Agency (CBSA), as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

#### 2. Submission of Bids

Bids must be submitted only to the Canada Border Services Agency (CBSA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to CBSA will not be accepted.

The proposal MUST be delivered to the following location:

Canada Border Service Agency Cheque Distribution and Bids Receiving Area 473 Albert Street, 6th floor Ottawa, ON K1A 0L8 The Bidder must ensure that the Bidder's name, return address, "solicitation number" and closing date appear legibly on the outside of the envelope containing the Bidder's proposal. Proposals submitted in response to this RFP will not be returned.

# 3. Enquiries - Bid Solicitation

- (i) All enquiries must be submitted in writing to the Contracting Authority no later than 10 (ten) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (ii) 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

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.
- (b) 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 Bidder.

# PART 3 - BID PREPARATION INSTRUCTIONS

# 1. Bid Preparation Instructions

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

Section I: Technical Bid one hard copy and one soft copy in Microsoft Word Compatible Format

Section II: Financial Bid one hard copy and one soft copy in Microsoft Word Compatible Format

Section III: Certifications one hard copy

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

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

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

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

- (c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (d) include a table of contents.

# 1.1 SACC Manual Clauses

1.1.1 SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation

**Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement which can be found at: <u>http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html</u>

To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

#### Section I: Technical Bid

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

The technical bid must 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.

The technical bid consists of the following:

- (i) Bidders are required to include the following as part of their bid:
  - i. Signed cover of RFP;
  - ii. Completed Annex E- Evaluation Criteria
  - iii. Completed Annex F Financial Evaluation of Proposal
  - iv. Resume(s) of proposed resource(s), if applicable
  - v. Signed Certifications
- (ii) Security, Financial & Other Requirements: As required by Part 6 of the bid solicitation.
- (iii) Résumés for Proposed Resources: Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
  - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. (refer to Part 5, Certifications). For educational requirements for a particular degree, designation or certificate, the

Contracting Authority of the CBSA will only consider educational programmes that were successfully completed by the resource by the time of bid closing.

(B) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "F". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) must be shown separately, if applicable.

#### Section III: 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 the CBSA Main Campus in Rigaud will evaluate the bids.

# 1.1 Technical Evaluation

#### (a) Mandatory Technical Criteria:

(i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and will not receive further consideration.

# 2. Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The lowest price responsive bid will be recommended for award of a contract.
- (b) One contract will be awarded as a result of this Request for Proposal (RFP).

# PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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 award of a contract. The Contracting

Authority will have the right to ask for additional information to verify the 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.

# 1 Certifications Precedent to Contract Award

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

# 1.1 Federal Contractors Program – Certification

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government Contracts, \$200,000 or more, make a formal commitment to implement employment equity, as a condition precedent to the Contract award. If the Bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form <u>LAB 1168</u>, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 3. If the Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) (b) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the <u>Employment Equity Act</u>, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

## **1.2 Former Public Servant Certification**

Contracts with 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.

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

# **1.2.1** Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES**() **NO**()

If so, the Bidder must provide the following information:

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

# 1.2.2 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

#### 1.3 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.

#### **1.4 Education and Experience**

**1.4.1** *SACC Manual* clause A3010T (2010-08-16) Education and Experience

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 1. Security Requirement

- 1.1 Before award of a contract, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicate in Part 7 Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;

- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions for Bidders" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the <u>Departmental Standard</u> <u>Procurement Documents</u> Web site.
- 4. ADDITIONAL SECURITY REQUIREMENT: The Canada Border Services Agency (the CBSA), will conduct its own personnel Reliability Status assessment on a Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If a Contractor (specifically the Contractor personnel) being recommended for an award, has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

For each proposed resource, the resource must submit a completed TBS 330-23 Form – Personnel Screening Consent and Authorization (http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf). An original signed copy of the form must be submitted by the resource at the request of the Contracting Authority prior to Contract Award.

The credit check will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, no contract shall be awarded and the recommended Contractor (specifically the Contractor personnel) shall not be permitted access to Protected / Classified information or assets, and further, shall not be permitted to enter sites where such information or assets are kept.

In the event the Contractor (specifically the Contractor personnel) is not deemed suitable following the security screening process required by the CBSA, the said Contractor's proposal will be deemed non-compliant and the next ranked resource will be contacted. If only one bid was obtained and the proposed resource does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

# 2. 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.

# PART 7 - RESULTING CONTRACT CLAUSES

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

## 1. Statement of Work

The Work to be performed is detailed under the Statement of Work, ANNEX A.

#### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2035 (2014-03-01) General Conditions – Higher Complexity - Services apply to and form part of the Contract.

#### 3. Security Requirement

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.

The Contractor MUST NOT remove any PROTECTED information or assets from the identified work sites, and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

The Supplier must comply with the provisions of:

(a) The Security Requirements Check List (SRCL), described in ANNEX C;(b) The Industrial Security Manual (Latest Edition).

#### 4. Term of Contract

# 4.1 Period of Contract

The period of the Contract is for two years from the date of contract award, inclusive.

# 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year periods 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten 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.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:			
Name:	Line Desjardins		
Title :	Senior Procurement Officer, Canada Border Services Agency		
Directorate:	Contracting and Material Management Division		
Address:	8th floor, 473 Albert Street, Ottawa ON K1A 0L8		
Telephone:	450-451-6711 ext.2814		
Facsimile:	450-451-0144		
E-mail address:	line.desjardins@cbsa-asfc.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.

# 5.2 Technical Authority:

The Technical 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 Technical 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.

#### 5.3 Contractor's Representative is (to be inserted at Contract Award):

Name:	
Title:	
Organization:	
Address:	
Telephone :	
Easimilar	
E-mail address:	

# 6. Payment

# 6.1 Limitation of Expenditure

 Canada's total liability to the Contractor under the Contract must not exceed \$ <u>To be inserted at</u> <u>Contract Award.</u> Customs duties are included and Goods and Services Tax or Harmonized Sales Tax or Quebec Sales Tax is extra, if applicable.

- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. 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) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work required, inclusive of any revisions, whichever comes first.
- 4. 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.

#### 6.2 Method of Payment – Monthly Payments

6.2.1 SACC Manual clause H1008C / 2008-05-12 Monthly Payment

#### 6.3 Discretionary Audit

5.3.1 SACC Manual clause C0705 / 2010-01-11 Discretionary Audit

## 7. Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision.
- (b) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (c) Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.
- (d) The Contractor will submit invoices on its own form, which will include:
  - (i) the date;
  - (ii) the Contractor name and address;
  - (iii) the Destination
  - (iv) Contract serial number;
  - (v) Financial codes, including GST or HST or QST (as applicable) registration number;
  - (vi) Description of the Work
  - (vii) Names of Personnel and number of hours worked;
  - (viii) Firm Hourly Rate on which the total dollar amount of the invoice is based;
  - (ix) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) as appropriate) and
  - the amount of GST or HST or QST, as appropriate, shown separately;
  - (x) Client Reference Number (CRN); and
  - (xi) Business Number (BN).
  - (xii) Total value billed to date and the dollar amount remaining in the Contract to date.
- (e) The Contractor will not submit an invoice prior to delivery of the work to which it relates.

(f) The Contractor will send the original and one copy of the invoice to the Project Authority's paying office (CBSA Finance). The Contractor will send one copy of the invoice to the Contract Authority. As follows:

The original and one copy of the invoice must be sent to the following location on a monthly basis:

Att: (To be inserted at Contract Award)

\*An electronic copy of the invoice must be sent to the Contracting Authority at the following email address on a monthly basis:

# Line.desjardins@cbsa-asfc.gc.ca

- (g) The Project Authority's paying office (CBSA Finance) will send the invoices to the Project Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action.
- (h) Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- (i) If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- (j) Notwithstanding the foregoing, the provisions of "Interest on Overdue Accounts", Section 17 of (2035) will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as "received" for the purpose of the "Method of Payment" clause of the Contract.

# 8. Certifications

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.

# 9. Applicable Laws

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

# **10. Priority of Documents**

If there is a discrepancy between the wordings 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) 2035 (2014-03-01) General Conditions Higher Complexity Services;
- (c) ANNEX A Statement of Work;
- (d) ANNEX B Basis of Payment;
- (e) ANNEX C Security Requirement Check List;
- (f) the signed Task Authorization (including all of its annexes, if any);
- (g) The Contractor's bid dated \_\_\_\_\_\_ (to be inserted at contract award).

# 11. Foreign Nationals (Canadian Contractor) (to be deleted if not applicable)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

# **OR**

## 11. Foreign Nationals (Foreign Contractor) (to be deleted if not applicable)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 12. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

#### **13.** Closure of Government Offices

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

## 14. SACC Manual Clauses

SACC Manual clause A9068C / 2010-01-11 Government Site Regulations

#### ANNEX A Statement of Work

# 1. OBJECTIVE

The Contractor shall provide bilingual switchboard, hotel reception and information services to clients and employees of the Canada Border Services Agency (CBSA) College in Rigaud, Quebec.

# 2. BACKGROUND

The Canada Border Services Agency (CBSA) College is the organization responsible for ensuring the training and development of all its employees. Although its primary role is to provide services to CBSA employees, it may also offer its facilities to other federal organizations.

The College operates 24 hours a day, seven days a week. With 316 guest rooms, a pool, an auditorium, and a banquet hall with an adjoining licensed lounge, participants can remain on site for the duration of their activities.

# 3. DESCRIPTION

The Contractor must provide reception services, including bilingual switchboard and hotel reception services and information on services at the CBSA College in Rigaud, based on an established/approved schedule usually covering up to 24 hours a day, seven days a week.

#### 4. **DUTIES**

# The Contractor must:

- a) Answer telephone calls in both official languages (English and French).
- b) Respond to requests involving telephone repairs, conference calls and emergency calls.
- c) Transfer outside calls to the appropriate extension at the College.
- d) Take messages for clients and staff, and provide them with the messages in accordance with established internal procedures.
- e) Ensure that the switchboard system is working at all times and inform administrative authorities when the telephone lines and intercom system are not working properly.
- f) Generate reports using the switchboard system based on requests from administrative authorities.
- g) Activate the wake-up call system for residents.
- h) Determine where to transfer general inquiries.
- i) Use the College intercom system in accordance with directives.
- j) Manage fax services for clients and staff.

#### Receptionist and information desk duties, the Contractor must:

- a) Respond to client requests in both official languages (English and French).
- b) Greet course/conference participants.
- c) Direct clients to their rooms and/or to the appropriate course/conference rooms and areas in question.
- d) Prepare and verify registration cards to be signed by clients at check-in and check-out. Record and validate the information on client registration cards when they check in. Use and control a computerized reservation system that makes it possible to manage check-ins and check-outs, as well as the cost of long-distance calls.
- e) Respond to inquiries about College facilities, programs, events and services. Prepare information packages and ensure that clients receive necessary information.

- f) Handle client requests as per the guidelines established by the CBSA College; respond to various client requests and determine which ones require the attention of supervisory and management staff.
- g) Respond quickly and accurately to any emergency situation that may be reported, which could originate from any area of the College. Communicate with the appropriate resources in accordance with the directives provided.
- Process information received, including mail and messages, as well as information from the database (all information concerning occupants of the building) in order to promote the highest level of security.
- i) Sort mail, convey messages and disseminate information using the systems in place, in accordance with the standards provided.
- j) Prepare, review and distribute the daily, weekly and monthly reports from the room reservation system required by staff that needs them to perform their duties.
- k) Receive, record and reconcile payments (personal long-distance charges and other accommodations-related costs are paid with cash or cheque).
- Provide and manage the Interac and credit card cash withdrawal service, as well as a petty cash large enough to make it possible to give change back to clients paying for their long-distance calls with cash.
- m) Identify computer breakdowns and take appropriate measures to resolve them, in accordance with established procedures.
- n) Maintain a daily logbook, and report on general maintenance and client requests.
- o) Take telephone calls regarding reservations, cancellations, course/conference changes, etc.; take appropriate action and inform designated staff.
- p) Receive and coordinate requests for taxi vouchers, (shuttle bus reservations) forms for temporary departures, and take appropriate action in accordance with the requirements of the College.
- q) Train new reception staff on how to use the reservation system.
- r) Ensure reception desk and area are clean.
- s) Take inventory of the room keys on a weekly basis.
- t) Prepare statistical reports and file them.
- u) Provide room allocation service in the reservation system based on the operational needs of the College.
- v) On a daily basis, inform the Client Services reservation coordinators of any clients who did not come to the reception desk to check-in and take their room key.
- w) Perform all necessary verifications regarding client check-in and check-out. Inform the Client Services reservation coordinators of any discrepancies.

# The bilingual on-site supervisor must:

- a) Propose a work schedule in table format based on anticipated occupancy approximately one week in advance.
- b) Train and supervise his/her employees to ensure that switchboard and reception services are performed in accordance with contract requirements.
- c) Provide switchboard and reception services, and information on services offered by the College when on-duty staff is not sufficient or is momentarily absent (coffee break, meal period, etc.).
- d) Be accountable for all charges related to the automatic debit service.
- e) Perform various tasks related to the preparation of activities held at the College.
- f) Attend training sessions required by CBSA.

# 5. CONSTRAINTS

# 1) Security, appearances and confidentiality:

Contractor resources must comply with the rules/policies/directives of the College at all times including, but not limited to: access policy, safety procedures, disclosure of personal information, value and ethics code, check-ins and check-outs. In the case of non-compliance, the technical

authority will notify the on-site representative in writing. The representative shall then take appropriate corrective action, up to and including removal of the employee in question.

It is mandatory to wear the identification card issued by CBSA. Reception staff shall sign-in and sign-out using the contractor control log at the security desk.

Contact established between the Contractor's resources and clients shall be limited and not extend beyond a professional level. A uniform, previously approved by the technical authority, shall be provided to employees assigned to the College. The Contractor shall replace the uniforms of its resources each year to ensure they project a clean, neat and professional image at all times

#### 2) Coffee breaks and meal periods:

Every eight-hour shift shall provide for a 30-minute meal period and two 15-minute coffee breaks. When only one resource is scheduled to work during a shift, the meal break will be paid by CBSA but the resource must remain on site and carry a radio transmitter so that he/she can be reached if necessary. Coffee breaks will always be paid by CBSA.

It should be noted that time allotted for the meal period and coffee breaks shall not be taken during peak periods.

#### 3) Schedule changes:

Service requests may increase or decrease at any time based on client requirements. The technical authority therefore reserves the right to modify schedules with 24 hours' notice.

#### 6. SUPPORT

The CBSA College supplies all the furniture, equipment, office supplies and stationary necessary to provide the required services detailed in this Statement of Work.

The schedule will be approved by the technical authority as soon as there is an agreement between the onsite representative and the CBSA representative.

# 7. **DELIVERABLES**

The Contractor must provide all services detailed in Annex A – Statement of Work.

# ANNEX B

# **Basis of Payment**

1. For the provision of Reception Services as described in Annex 'A' - Statement of Work, the Contractor shall be paid the firm all inclusive hourly rate(s) below in the performance of this Contract, HST/GST/QST extra.

Contract Period					
Resource Category	Estimated numbers per (hrs/year)	Hourly Rate	Total For Contract Period		
Receptionist	23,400 hrs.	To be inserted at contract award	To be inserted at contract award		
Supervisor	3,900 hrs.	To be inserted at contract award award			
ESTIMATED TOTAL: \$TBD					

# 2. Options to Extend the Contract Period

Subject to the exercise of the Contract option to extend the Contract period in accordance with Article *<To Be Inserted at Contract Award>* of the original contract, Options to Extend Contract, the Contractor shall be paid the firm all inclusive hourly rate(s), in accordance with the following table, HST/GST/QST extra, to complete all Work and services required to be performed in relation to the Contract extension.

# **Option Period** (1)

Resource Category	Estimated numbers per (hrs/year)	Hourly Rate	Total For Contract Period
Receptionist	11,700 hrs.	\$	\$
Supervisor	1,950 hrs.	\$	\$
		ESTIMATED TOT	AL: \$TBD

# **Option Period** (2)

Resource Category	Estimated numbers per (hrs/year)	Hourly Rate	Total For Contract Period
Receptionist	11,700 hrs.	\$	\$
Supervisor	1,950 hrs.	\$	\$
		ESTIMATED TOT	AL: \$TBD

**3.** The Contractor shall advise the Technical Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the Technical Authority on an as-required basis.

# 4. HST/GST/QST

- (a) All prices and amounts of money in the contract are exclusive of Harmonized Sales Tax (HST) or Goods and Services Tax (GST) or Quebec Sales Tax (QST), as applicable, unless otherwise indicated. The GST or HST or QST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST/GST/QST of \$<To Be Inserted at Contract Award> is included in the total estimated cost shown on page 1 of this Contract. The estimated HST/GST/QST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST/GST/QST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST/GST/QST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as-and-when-requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.



# ANNEX C Security Requirements Check List (SRCL)

Please see attached document titled Security Requirements Check List (SRCL) for security details.

# ANNEX D Non-Disclosure Agreement

I, \_\_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No\_\_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No:

Name

Signature

Date

# ANNEX E Evaluation Criteria

# **Evaluation Disclaimer**

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals <u>must</u> demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

For each of the mandatory listed below, the Bidder <u>must</u> demonstrate by using project descriptions as executed by the proposed resource.

The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)

## **\*\*** Merely stating the experience is not sufficient and the proposal will be deemed noncompliant. **\*\***

**Example:** If the mandatory criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience <u>must</u> be demonstrated **and** a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s)\* from any of the Bidder's listed projects to verify and validate the information stated in the proposal. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.

The proposal documentation must include a detailed **Curriculum Vita** (**Resume**) of the proposed candidates as part of the technical bid. Indicate the location in your proposal where the requested information can be found for the mandatory requirements.

All columns in the Mandatory Criteria must be filled in by the bidder (except for those designated to be filled in by the CBSA Project Authority).

#### \*Reference

A reference to verify work performed <u>MUST</u> be a reference provided by a "Client" group or for work conducted in the capacity of the resource category as an employee. In other words, it cannot be from a colleague or a subordinate, etc.

# 1. Mandatory Requirements – Reception Services

(**Column to be	filled in by the	<b>CBSA</b> Project	Authority only)

#	Category: Reception Serives Proposed Resource	Bidder Description (include location in bid)	Bidder Self Score: Met / Not Met		uthority Scoring and ments**
	Name:	(Ma)		Met/Not Met**	Project Authority Comments**
		Provide description as requested in the Evaluation Disclaimer printed above. Indicate where in the resume corroborating information can be located.			
M1	The Bidder must:				
	The Bidder <b>must</b> demonstrate its ability to provide the requested service as follows:				
	<ul> <li>a) Information on 3 projects carried out in a similar field in the past 10 years, including: <ul> <li>Client name</li> <li>Dates</li> <li>Service area</li> <li>Average number of calls or requests per day</li> </ul> </li> </ul>				
	b) Overview of how the Bidder plans to manage contract				
M2	administration. The Contractor's resources:				
	The Contractor <b><u>must</u></b> provide a list of at least six resources that will perform the <b>switchboard</b> / <b>reception</b> duties. In addition, the résumé of each of those resources <b><u>must</u></b> be enclosed and include:				
	a) A minimum of 3 months' demonstrated experience in a similar position (ie; hotel or company reception services) and field requiring daily contact with clients.				
	b) At least one letter of reference from previous employers (maximum of				

Page 26 of 28

#	Category: Reception Serives Proposed Resource	Bidder Description (include location in bid)	Bidder Self Score: Met / Not Met		uthority Scoring and ments**
	Name:			Met/Not Met**	Project Authority Comments**
	<ul> <li>two) indicating a satisfactory performance by the employee. At least one of those letters shall involve a similar position (ie; hotel or company reception services);</li> <li>c) The Contractor's resource must be able to express themselves in both official languages (English and French).</li> </ul>				
M3	The on-site supervisor:				
	<ul> <li>The Contractor must submit the resume of the resource who will assume the on-site supervisor position. The résumé must include:</li> <li>a) A minimum of 12 months' supervisory experience in a position or field similar to Annex A.</li> <li>b) The experience provided must demonstrate daily contact with clients, and the individual's ability to understand and interpret client problems.</li> <li>c) The Contractor's resources must be able to express themselves in both official languages (English and French).</li> </ul>				

### ANNEX F FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)

The Bidder must propose firm hourly rates, GST/HST/QST extra, if applicable.

The Bidder must complete this pricing schedule and include it in its financial bid.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive hourly rate (in CAD \$) for the resources identified.

# **CONTRACT PERIOD** (two years):

	(A)	<b>(B)</b>	(C) (AxBxC)
Category of	Estimated Level of Effort	All Inclusive Firm	Total Estimated Cost
Personnel	(hrs/year)	Hourly Rate	(AxBxC)
Receptionist	23,400 hrs.	\$	\$
Supervisor	3,900 hrs.	\$	\$
		ESTIMATED TOTAL:	\$ TBD

#### **OPTION PERIOD 1:**

	(A)	(B)	(C) (AxBxC)
Category of Personnel	Estimated Level of Effort (hrs/year)	All Inclusive Firm Hourly Rate	Total Estimated Cost
Receptionist	11,700 hrs.	\$	\$
Supervisor	1,950 hrs.	\$	\$
		ESTIMATED TOTAL:	\$ TBD

# **OPTION PERIOD 2:**

	(A)	<b>(B)</b>	(C) (AxBxC)
Category of Personnel	Estimated Level of Effort (hrs/year)	All Inclusive Firm Hourly Rate	Total Estimated Cost
Receptionist	11,700 hrs.	\$	\$
Supervisor	1,950 hrs.	\$	\$
		ESTIMATED TOTAL:	\$ TBD

# **CONTRACT CALCULATION SUMMARY:**

1. Contract Period (Estimated Total)	\$
2. Option Period 1 (Estimated Total)	\$
3. Option Period 2 (Estimated Total)	\$
Total 1 + 2 + 3	\$