

Canada Border Agence des services Services Agency frontaliers du Canada

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^{ième} étage Ottawa, ON K1A 0L8 No. de télécopieur: (613)941-4696

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de <u>8h30 à 11h30</u>, à l'exclusion des jours fériés.

Request for Proposal Demande de proposition

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

Title — Sujet:					
Sports & Recreational Services					
Solicitation No. — Nº de l'invitation	Date:				
1000319739	October 9, 2014				
Solicitation Closes —	Time Zone —				
L'invitation prend fin	Fuseau horaire				
At /à: 11:00 a.m. (hours/heures)	X EST(Eastern Standard Time) / HNE (heure normale de l'Est)				
On / le : 2014-11-19 (yyyy-mm-dd) / (aaaa-mm-jj)	EDT(Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)				
F.O.B. — F.A.B.					
Plant-Usine: Destination: X	Other — Autre: 🗌				
Address Enquiries to — Adresser toutes question	ns à:				
Elena Di Cola					

CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-				
asfc.gc.ca				
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :			
613-941-6626	941-954-0155			
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 — Raison sociale et adresse du fournisseur/de l'entrepreneur:				
Telephone No. – No de téléphone:	FAX No. – No de télécopieur :			
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)				

Signature

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Canada



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BID SOLICITATION FOR

SPORTS 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.

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Checklist and any other annexes.

2. Summary

This bid is being issued to satisfy the requirement of the Canada Border Services Agency (CBSA) for sports and recreational services. The CBSA College, Rigaud Campus, 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.

It is intended to result in the award one contract for two years.

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.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the North American Free Trade Agreement (NAFTA), 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). There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement, see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.

3. Debriefings

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 (2014-06-26) 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.

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 8.5 x 11 inch (216 mm x 279 mm) 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.
- (b) 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. Resume(s) of proposed resource(s), if applicable
 - iv. 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.

1.1 Exchange Rate Fluctuation

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

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 Canada 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 and associated information to be awarded a contract.

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

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

1 Certifications 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 for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<u>http://labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml</u>) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

1.2 Former Public Servant Certification

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

Definitions

For the purpose 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 effects 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 Services.

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

1.2.2 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a 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 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 Applicable Taxes.

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-leng.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.

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.

1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex B – Basis of Payment of the Contract under the same conditions and at the rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 (2014-06-26) 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 Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC and CBSA Personnel Security Screening Section.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b. 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.

5. Authorities

5.1 Contracting Authority

The Contracting	Authority for the Contract is:
Name:	Elena Di Cola
Title :	Procurement Officer, Canada Border Services Agency
Directorate:	Contracting and Material Management Division
Address:	8th floor, 473 Albert Street, Ottawa ON K1A 0L8
Telephone:	613-941-6626
Facsimile:	613-954-0155
E-mail address:	CBSA-ASFC_Solicitations-Demandes_de_soumissions@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 **Project Authority:**

The Project Authority for	the Contract is (to be inserted at Contract Award):
Name:	
Title:	
Organization:	
Address:	
Telephone :	
Facsimile:	
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.

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

Name:	
Title:	_
Organization:	
Address:	
Telephone :	
Facsimile:	
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 or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum.
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers funds provided are inadequate for the completion of the Work.

whichever comes first.

3. 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

SACC Manual Clause H1008C - (2008-05-12) Monthly Payment

6.3 Discretionary Audit

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 GST or HST or 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:

(To be inserted at Contract Award)

- (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 16 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

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether make knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) – Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (to be inserted at Contract award).

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 (2014-06-26) 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 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. 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.

13. Insurance

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

14. Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations



ANNEX A Statement of Work

1. OBJECTIVE

The Contractor must provide sports and recreational services at the Canada Border Services Agency (CBSA) College in Rigaud, Quebec.

2. BACKGROUND

The Canada Border Services Agency (CBSA) College in Rigaud, Quebec, is the agency responsible for training and developing all CBSA border services officers. The College is open 24 hours a day, 7 days a week, and offers professional facilities. With its 316 rooms, semi-Olympic pool, gymnasium, auditorium, and banquet hall adjacent to a licensed lounge, the College allows trainees to remain on site for the duration of their training. Depending on its occupation rate, the College also makes its facilities available to other federal departments and agencies. The occupation rate is estimated at 80% for the next two years.

3. DESCRIPTION

The CBSA requires the organization of sports and recreational services to maintain a proper balance of physical fitness and mental health for clients who reside at the College as well as employees such as instructors and trainers who must remain fit for their job. To this end, the CBSA expects the Contractor to establish and provide the following activities:

- Fitness
- Fitness evaluation and consultation
- Recreational sports
- Aquatic activities
- Social recreation
- Recreational activities
- Organization of personalized activities requested by clients
- Promotion of all the various available activities
- Washing of sporting goods (including towels), daily cleaning of sports and bodybuilding equipment

4. DUTIES

The Contractor must provide:

1) Sports activity services:

- a) Develop, plan, offer and evaluate group fitness courses. In some cases, daily courses may be predefined by the Project Authority or his/her delegate. The Project Authority or delegate may provide a special schedule with 24 hours' notice and plan a meeting to explain the course outline.
- b) Offer personalized fitness consultations and evaluations within 24 hours' notice.
- c) Plan, develop and facilitate competitive tournaments approximately once a month based on the clients' interests.
- d) Plan, develop and offer seasonal sports activities, including but not limited to volleyball, soccer, badminton, Ping-Pong, handball, biking, snowshoeing and cross-country skiing.
- e) Plan, develop and offer aquatic activities such as water polo, swimming courses and aqua fitness, based on the clients' interests.
- f) Provide periods of recreational swimming.
- g) Analyze water quality and inform on-site authorities in a timely manner through pre-established channels where necessary.
- h) Motivate the clients to connect with sports activities organized by the Contractor.

- i) Provide users with clear and specific instructions on the use of apparatus, equipment and supplies.
- j) Ensure the safety of sports activities such as warm-up, wearing of safety equipment and movement control.
- k) Clean by washing all sporting goods such as towels, bibs, kneepads and other machine-washable items.
- 1) Wash and disinfect with cloth all sports and bodybuilding equipment daily.
- m) Ensure that apparatus, equipment and other items are safe and in good working order at all times, and notify the Project Authority in writing within one (1) hour if an item is defective.
- n) Make minor repairs to apparatus and equipment such as, but not limited to, inflating bicycle tires, oiling bodybuilding equipment, repairing torn seats to apparatus and equipment and other items used to conduct sports and recreational activities.
- o) Inform the Project Authority in writing within one (1) hour of any situation, circumstance and condition that could jeopardize the health and safety of users, and make appropriate recommendations.

2) Recreational activity services:

-) Organize, coordinate and facilitate social recreation, such as:
 - 1. Screening of films three (3) times a week.
 - 2. Facilitating one weekly activity, or at the Project Authority's request within 24 hours' advance notice, in the Salon Vaudreuil (licensed bar), such as karaoke and dancing.
 - 3. Board games such as Clue, Monopoly and Bingo.
 - 4. Electronic games such as PlayStation and Xbox.
 - 5. Games of skill such as horseshoes, Frisbee, pétanque (lawn bowling), billiards, darts and Mississippi.
 - 6. Other activities, as requested by clients.
- b) Organize and provide information about recreational activities, such as:
 - 1. Tours
 - 2. Sports event
 - 3. Shows
 - 4. Dinners
 - 5. Museum tours

The cost of these activities, including transportation, tickets, registration fees and all other associated fees, are the responsibility of the participants.

3) Information and Advertising:

- a) Produce and provide a one-time promotional document explaining the nature, objectives and philosophy of sports and recreational services. The document must include an explanation of each available activity and indicate how it can be beneficial. This document must be posted and thus available to all clients when they arrive at the College. The Project Authority must approve this document.
- b) Develop a weekly schedule of activities to be held during the week to be reviewed with the Project Authority and make the schedule available to clients.
- c) For each new group staying at the College for one week or more, the Contractor will provide a presentation unless otherwise indicated; meet with each new group staying at the College to inform them about the services available under this Contract.
- d) Maintain an up-to-date information centre on regional services and tourism activities in the region and nearby major cities, including brochures, posters, and maps.
- e) Provide the necessary display racks.

4) Additional duties:

a) Maintain the inventory list of all apparatus, equipment and items for which the Contractor is responsible and submit the list, with any updates, twice a year (June and December), for the Project Authority's information.

- b) Produce, for the Project Authority's information, monthly statistical reports on the number of participants in each activity.
- c) Establish and manage a loan process for borrowing equipment.
- d) Develop and implement methods and procedures to eliminate the loss and theft or goods for which the Contractor is responsible. The Project Authority must be informed within one hour of any irregularities.
- e) Recommend the procurement and replacement of new equipment in light of new training methods or the most frequently requested equipment.
- f) Plan and manage the services of a massage therapist certified by the Association des massothérapeutes du Québec or the Fédération québécoise des massothérapeutes. These services are at the request of clients and the costs of are the responsibility of the clients. The Contractor must provide to the Project Authority a copy of the certification of any massage therapist performing services.
- g) Provide the necessary mechanism for clients to share their interest requests with regards to sports and recreational activities.

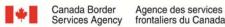
5) Contractor's resources:

- a) The Contractor must assign an on-site representative (Coordinator) to coordinate, administer, supervise, plan and promote all sports and recreational activities to be made available. These activities include fitness, individual and group sports, leisure and weekly organized recreational activities.
- b) The Coordinator must make decisions regarding compliance with and performance of all aspects of the contract. The Coordinator shall also liaise between the Project Authority and the Contractor.
- c) All of the Contractor's resources must act as emergency officers at all times while performing their duties under the Contract.
- d) The contractor must assign 4 categories of employees: Fitness Specialist, Attendant at the sports loan counter, Lifeguard (and Assistant Lifeguard), Special Event Facilitator according to a schedule provided every week.
 - i. Physical Fitness Specialist will be responsible for developing, promoting, and leading physical fitness courses, weight control programs, and other sports and recreational activities. The Specialist must also inform clients of other activities taking place away from the College's premises (e.g.: trips, hotels, restaurants, cultural events, etc.)
 - ii. Sports Loan Counter Attendant will work at the sports loan counter to control the interchange of equipment and other supplies. The position requires daily interaction with clients. The attendant will also tend to the laundry of sportswear items (including towels), as well as the daily maintenance/cleaning of sports and bodybuilding equipment.
 - iii. Lifeguard and Assistant-Lifeguard must be present at the pool during its hours of operation. Lifeguards and assistant-lifeguards must be certified according to the provincial standards of the Public Pools Management Act (S-3, r.3).
 - iv. Special Event Facilitator must be on-site from 19:00 to 23:30 one evening per week and will normally organized activities on Tuesdays or Wednesdays, as per the request of the Project Authority. The schedule may (day and/or hours) vary upon the Project Authority's request.

6) CONSTRAINTS

1) Code of conduct:

a) Contact between the Contractor's resources and clients must be within the professional framework only.



- b) Compliance must be ensured with regulations governing the College's operations, including but are not limited to safety, access policy, confidentiality, professionalism, values and ethics.
- c) All Contractors' resources must record their attendance in a log book provided by the CBSA upon arrival at and departure from the College.
- d) A contract resource must not hold more than one position at any given time.
- e) A uniform, approved by the Project Authority in accordance with the Dress Code of the College to be provided by the Project Authority, must be provided to the Contractor's resources assigned to the College.

2) Coffee breaks and meal periods:

- a) Daily meal periods will not be paid by CBSA.
- b) Breaks and meal periods must be scheduled to ensure that services continue to be adequately available as required by the contract.

3) Schedule:

- a) Requests for services may be increased or decreased at any time based on the requirements and constraints of clients and the College. The Project Authority thus reserves the right to amend the approved schedule on 24 hours' notice. If notice is given under 24 hours, scheduled hours shall be paid, even if the service was not rendered.
- b) Except as provided in a) (notice under 48 hours), any service not rendered must not be billed.

4) Other requirements:

- a) The Contractor must provide the equipment and office supplies needed to perform the duties outlined in Contract. Equipment and office supplies could include but are not limited to computers, printers, furniture, telephones, the Internet, telephone lines, fax machines, photocopiers, office supplies and stationery.
- b) The Contractor is responsible for all promotional costs including printing, copying and related administrative costs.
- c) The Contractor must provide all detergent, chlorine, bleach and all other cleaning products.

7) SUPPORT

I) Rooms and space available at the College:

- a) Two rooms, used as offices, shall be made available to the Contractor
- b) One gymnasium measuring 6792 square feet
- c) One training room
- d) Indoor semi-Olympic pool
- e) Home theatre room
- f) Patio
- g) Large expanse of lawn
- h) Service area for equipment loans
- i) Karaoke system
- j) Light tools for minor repairs

II) Cardio and bodybuilding equipment:

The College currently has approximately 30 pieces of cardio equipment and 30 pieces of bodybuilding equipment.

III) Sports equipment for (including but not limited to):

- a) Softball
- b) Badminton
- c) Basketball
- d) Volleyball
- e) Hockey



- f) Cross-country skiing
- g) Tennis
- h) Biking
- i) Ping-Pong
- j) Golf
- k) Water polo
- l) Aquatic training equipment

IV) Games or entertainment items (including but not limited to):

- a) Billiards
- b) Chess
- c) Horseshoes
- d) Board games
- e) Card games
- f) Various films

V) Schedule:

- a) The typical working schedule is provided as an example (see Appendix A).
- b) The working schedule will be confirmed at least two weeks in advance. Schedules will normally be fairly stable, and any changes are made on a long-term basis.

VI) Miscellaneous:

- a) Washers and dryers, free of charge, to wash sporting goods.
- b) One water test kit
- c) The Contractor's resources will be informed by the Projet Authority about the evacuation procedure and their responsibility while acting as emergency officers in the performance of their duties under the Contract.
- d) The Contractor's resources will be provided with the required ID access cards.
- e) The CBSA will provide the Dress Code for the College.
- f) The CBSA will make the necessary arrangements for the Contractor to be able to install phone, fax and internet services required by the Contractor to perform the Work under the Contract.
- g) The CBSA will provide the list of all apparatus, equipment and items for which the Contractor will be responsible.

8) LANGUAGES

The Contractor must provide all services and all deliverables in both official languages of Canada.

APPENDIX A: TYPICAL WORKING SCHEDULE

HOURS PER DAY PER POSITION

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Coordinator		11:30 AM-8:00 PM	11:30 AM-8:00 PM	11:30 AM- 8:00 PM	11:30 AM-8:00 PM	11:30 AM- 5:00 PM	
Physical Fitness specialist		10:00 AM-3:00 PM	10:00 AM-3:00 PM	10:00 AM- 3:00 PM	10:00 AM-3:00 PM	10:00 AM- 3:00 PM	
Physical Fitness specialist		4:00 PM- 11:00 PM	4:00 PM- 11:00 PM	4:00 PM- 11:00 PM	4:00 PM- 11:00 PM	4:00 PM- 11:00 PM	
Attendant	1:00 PM- 9:00 PM	3:00 PM- 10:30 PM	3:00 PM- 10:30 PM	3:00 PM- 10:30 PM	3:00 PM- 10:30 PM	3:00 PM- 4:00 PM	1:00 PM- 9:00 PM
Lifeguard	3:00 PM- 6:00 PM	11:00 AM-9:00 PM	6:00 AM- 8:00 AM 11:00 AM-9:00 PM	11:00 AM- 9:00 PM	6:00 AM- 8:00 AM 11:00 AM-9:00 PM		3:00 PM- 6:00 PM
Assistant Lifeguard	3:00 PM- 6:00 PM	11:00 AM-9:00 PM	6:00 AM- 8:00 AM 11:00 AM-9:00 PM	11:00 AM- 9:00 PM	6:00 AM- 8:00 AM 11:00 AM-9:00 PM		3:00 PM- 6:00 PM
Special Event Facilitator (for Salon Vaudreuil)			7:00 PM- 11:30 PM Tuesday or Wednesda y	7:00 PM- 11:30 PM Tuesday or Wednesday			

Note: This typical working schedule is provided solely for bidding purposes and may vary during the period of the Contract.



ANNEX B

Basis of Payment

1. For the provision of Sports and Recreational 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.

Resource Category	Total Estimated number of hours	Hourly Rate Contract	Total For Contract Period
Coordinator	3750 hrs.	To be inserted at contract award	To be inserted at contract award
Physical Fitness Specialist	5750 hrs.	To be inserted at contract award	To be inserted at contract award
Attendant	4400 hrs.	To be inserted at contract award	To be inserted at contract award
Lifeguard	4800 hrs.	To be inserted at contract award	To be inserted at contract award
Assistant Lifeguard	4800 hrs.	To be inserted at contract award	To be inserted at contract award
Special Event Facilitator (Salon Vaudreuil)	450 hrs.	To be inserted at contract award	To be inserted at contract award
		ESTIMATED TOTAL:	\$ TBD

Contract Dariad (Two years)

Optional Services 2.

Resource Category	Total Estimated number of hours	Hourly Rate Contract	Total For Contract Period
Physical Fitness	5760 hrs.	To be inserted at contract	To be inserted at contract
Specialist		award	award
		ESTIMATED TOTAL:	\$ TBD

3. The Contractor shall advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the Technical Authority on an asrequired 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)				

RECEIVED					I
APR 1 0 2014					
Government Gouvernement of Canada du Canada			Comfract Number / Num 1000 319 7	ero du contra 39	
		S	ecurity Classification / Class	ification de s	cunté
SI LISTE DE VÉRIFIC	ECURITY REQUIREM	ENTS CHECK L	IST (SRCL) S À LA SÉCURITÉ (LVE	RS)	
PART A - CONTRACT INFORMATION - FARTIE	- INFORMATION CONT				
1. Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origin ASFC	ation o		2. Branch or Directorate / I HR	Direction géné	rale ou Direction
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3 b) I	ame and Address	of Subcontractor / Nom et	adresse du so	us-trailant
4. Brief Description of Work - Brève description du	Iravail				
SERVICES SPORTIFS ET RÉCRÉATIF					
5. a) Will the suppler require access to Controlled Le fournisseur aura-t-il acces à des marchan	dises contrôlées?				No Ves Non Oui
 b) Will the supplier require access to unclassifie Regulations? Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données techn 	techniques militaires non				Non Ves Non Oui
6. Indicate the type of access required - Indiquer le	type d'accès requis				
6. a) Will the suppler and its employees require ac Le fournisseur ainsi que les employée auront (Specify the evel of access using the chart in (Préciser le niveau d'accés en utilisant le tabl)	coess to PROTECTED an ils accès à des renseigne Question 7, c) au qui se frouve à la que	d/or CLASSIFIED ments ou à des bi	information or assets? ens PROTÉGÉS et/ou CLA	SSIFIES?	
6. b) Will the supplier and its employees (e.g. cleat No access to PROTECTED and/or CLASSIF Le fournisseur et ass employes (p.ax. nettoye L'acces à des renseignements ou à des bien	ED information or essets	inel) require acces	s to restricted access areas	7 T	No Yes Non Oui
 c) Is this a commercial courier or delivery requir S'agit-il d'un contret de messagerie ou de livr 	ement with no overnight	lorage?		[Non Yes
7. a) Indicate the type of information that the suppl	ier will be required to acc	ess / Indiquer le ty	pe d'information auquel le fe	urnisseur de	ra avoir accès
Canada	NATO / DTA	N	Foreign /	Etranger	
7 b) Release restrictions / Restrictions relatives à No release restrictions Aucune restriction relative à la diffusion	All NATO couniries Tous les pays de l'OTAl	• 🗆	No release restri Aucune restrictio à la diffusion		þ
Not releasable À ne pas diffuser					
Restricted to: / Limite A :	Rastricted to: / Limité à		Restricted to: / Li	j L	Þ
Specify country(ies); / Préciser le(s) pays :	Specify country(ies); / P	reciser le(8) pays -	Specify country(i	5). / Preciser	ic(s) pays .
					<u> </u>
7. c) Level of information / Nivesu d'information PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	r	
PROTÉGÉ A	NATO NON CLASSIFIE		PROTÉGÉ A	L	
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RES		PROTECTED B PROTEGE 8		
PROTECTED C PROTEGE C	NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTEGE C		<u>L</u> resso
	NATO SECRET NATO SECRET		CONFIDENTIAL	[
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r	S				
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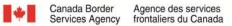
Government of Canada du Canada		Contract Nu	mber/Numero du contrat
		Security Classific	ation / Classification de sécurite
PART A (continued) (PARTIE A (suite)			
 Will the supplier require nccess to PRO Le fournisseur aura-t-il accès à des ren If Yes, indicate the level of sensitivity. Dans faffirmative, indiquer le niveau de 	seignements ou à das biens COMSEC dés		IÉS? I No Yes Neri Oui
9. Will the supplier require access to extre 1.e faurnisseur aura t-il accès à des ren	mety sensitive INFOSEC information or ass seignements ou à das biens INFOSEC de r		
Short Title(s) of material / Titre(s) abreg			
Document Number / Numéro du docum			
PART B - PERSONNEL (SUPPLIER) - PA 10 a) Personnel security screening level re		u cersonnel requis	
COTE DE FIABILITÉ		SECRET SECRET	TOP SECRET TRES SECRET
TOP SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET
Special comments: Commentaires spéciaux :			
NDTE: if multiple levels of screen REMARQUE. SI plusieurs niveaux	ing are identified, a Security Classification (de controle da socurté sont requis, un guid	uide must be provided. le de classification de la sécurité d	ioit êtra fourni.
10. b) May unscreened personnel be used Du personnel sans autorisation secu	for portions of the work? ritaire peut-li so voir confier des parties du t	isvail?	No Yes
If Yas, will unscreened personnel be Dans l'affirmative, le personnel en qu			No Yes
PART C - SAFEGUARDS (SUPPLIER) P	ARTICL MESURES DE PROMICTION :	POURNISSEURI	
INFORMATION (ASSETS / RENSEIGNE	MENTS / BIENS		
11. a) Will the supplier be required to reveh premises? La fournissour sera-t-it tenu de recev CLASSIFIÉS?	e and stare PROTECTED and/or CLASSIF air et d'entreposer sur place des renseigne		Non Oui
11. b) Will the supplier be required to saleg	erd COMSEC information or essets? ger des renseignements ou des biens COM	SEC?	No Ves Non Out
PRODUCTION			
11. c) Will the production (manufacture, an equipment occur of the supplier's site Les installations du fournisseur servi PROTÈGÉ et/ou CLASSIFIÉ?			Non L Oui
INFORMATION TECHNOLOGY (IT) MED	A / SUPPORT RELATIF À LA TECHNOL	GIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use it CLASSIFIED information or data? Le fournissaur sera-1-it tenu d'utiliser des renseignements ou des données	ses propres systèmes informatiques pour te		Nen L. Oui
11. e) Will there be an electronic link betwe		ment départment er agency? er et celui du ministère au de l'age	ince V No Yes
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13. Organizatio	n Project Authorit	/ Chargé de projet de l'o	organisme				
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Telephone No.	 N° de téléphone 	Facsimile No Nº d	le télécopieur	E-mail address - Adresse co	urriel	Date	4
14. Organizatio	n Security Authori	ty / Responsable de la sé	curité de l'organi	sme			
	Nom (en lettres mo		Title - Titre		Sigrature		
Telephone No.	 N° de téléphone 	Facsimile No Nº d	le télécopieur	E-mail address - Adresse co	urriel	Date	
15. Are there a Des instruc	dditional instructio tions supplémenta	ns (e.g. Security Guide, S ires (p. ex. Guide de séc	Security Classifica urité Guide de cl	tion Guide) attached? assification de la sécurité) so	ont-elles jointes	\$?	No
16. Procureme	nt Officer / Agent of	approvisionnement					
Name (print) - f	Nom (en lettres mo	pulées)	Title - Titre		Signature		
Telephone No	 N° de téléphone 	Facsimile No Nº d	e télécopieur	E-mail address - Adresse c	ourriel	Date	
17. Contracting	Security Authority	/ Autorité contractante e	n matière de séc	urité			
Name (print) - I	Nom (en lettres mo	pulées)	Title - Titre		Signature		
Telephone No.	 N° de téléphone 	Facsimile No Nº d	e télécopieur	E-mail address - Adresse c	ourriel	Date	
TBS/SCT 350-	100/000			n / Classification de sécurité			



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.

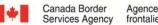
I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

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 must 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 **must** demonstrate by using project descriptions as executed by the proposed resource.

The project description should include the following:

- **Project Title** a.
- Description of project b.
- List of tasks performed by the resource c.
- Start and end date of project (if end date applies) (dates must include month and year) d.
- Start and end date when the resource actually worked in this capacity on this project (dates e. 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 **must** 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 **MUST** be an authority on the project in the capacity of an employee. It cannot be from a colleague or a subordinate.

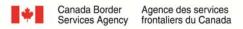


1. Mandatory Requirements – Sports and Recreational Services

((**Column t	o be	filled	in by	v the	CBSA	Proje	ct Authority	v onlv)

#	Category:	Bidder Description	Bidder Self	CBSA Project Au	thority Scoring and
	Sports and Recreation	(include location in	Score:	comn	nents**
	Services	bid)	Met / Not Met		
	Proposed Resource Name:			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			
M1	The Contractor's resources, with	located.			
1/11	the exception of the Special				
	Event Facilitator, must be				
	certified in first aid and				
	cardiopulmonary resuscitation				
	(CPR). (Proof of certification is				
	required and should be				
	submitted with the proposal).				
M2	The Coordinator must have a				
	university degree in physical				
	education. (Proof of degree is				
	required and should be				
142	submitted with the proposal).				
M3	The Coordinator must have a minimum of two years of				
	experience in personnel				
	management.				
M4	The Physical Fitness Specialist				
	must have or will have, within				
	the next six months, a university				
	degree in physical education.				
	Proof of degree or proof of				
	registration with the date of				
	graduation is required and				
	should be submitted with the				
	proposal. A copy of the degree if the proposed resource has				
	graduated or a copy of the				
	registration documents if the				
	proposed resource will be				
	graduating in the next six				
	months are acceptable as proof.				
M5	The Physical Fitness Specialist				
	must have one year of				
	experience delivering and				
	supervising adult fitness, social				
	and recreational activities.				

#	Category: Sports and Recreation Services	Bidder Description (include location in bid)	Bidder Self Score: Met / Not Met	CBSA Project Authority Scoring and comments**		
	Proposed Resource Name:			Met/Not Met**	Project Authority Comments**	
M6	The Lifeguard and Assistant Lifeguard must each hold a valid certification as defined in the Regulation respecting safety in public baths (S-3, r.3). (http://www2.publicationsduque bec.gouv.qc.ca/dynamicSearch/t elecharge.php?type=3&file=/B_1 1/B1 1R11 A.HTM) (i) a Professional Lifeguarding Certificate issued by the Académie de Sauvetage du Québec Inc.;					
	OR					
	(ii) a National Lifeguarding Certificate issued by the National Lifeguarding Service Inc.;					
	OR					
	 (iii) a Water Instructor's Certificate issued by the Canadian Red Cross Society or the Royal Lifesaving Society of Canada; 					
	OR					
	(iv) a Swimming Instructor Certificate and Lifesaving Instructor Certificate issued by a YMCA or YWCA as part of a national program of aquatic activities sponsored by the YMCA of Canada.					
	(Proof of valid certification is required and should be submitted with the proposal.)					
M7	The Special Event Facilitator must have a minimum of 6 months of experience facilitating special events for groups of 50					



#	Category: Sports and Recreation Services	Bidder Description (include location in bid)	Bidder Self Score: Met / Not Met	v	thority Scoring and aents**
	Proposed Resource Name:			Met/Not Met**	Project Authority Comments**
	people or more.				

ANNEX F

FINANCIAL EVALUATION OF PROPOSAL (PRICING TABLE)

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

The Bidder should 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 the period specified below its quoted firm all inclusive hourly rate (in CAD \$) for the resources identified.

	CONTRA	CT PERIOD (two	o years)	
Category of Personnel	(A) Number of Proposed Resources	(B) Total Estimated Level of Effort (hrs)	(C) All Inclusive Firm Hourly Rate	(D) Total Estimated Cost (B x C)
Coordinator		3750 hrs.	\$	\$
Physical Fitness Specialist		5750 hrs.	\$	\$
Attendant		4400 hrs.	\$	\$
Lifeguard		4800 hrs.	\$	\$
Assistant Lifeguard		4800 hrs.	\$	\$
Entertainer		450 hrs.	\$	\$
			ESTIMATED TOTAL:	\$ TBD

	OPTIONAL SERVICES					
	(A)	(B)	(C)	(D)		
Category of Personnel	Number of Proposed Resources	Total Estimated Level of Effort (hrs)	All Inclusive Firm Hourly Rate	Total Estimated Cost (B x C)		
Physical Fitness Specialist		5760 hrs.	\$	\$		
			ESTIMATED TOTAL:	\$ TBD		

The above optional services could be added to the Contract (maximum 80 hours per week for up to two 18week periods - total of 2880 hours per year). The hourly rate must remain the same as the rate in the table for the Contract Period

BID CALCULATION SUMMARY:

1. Contract Period	\$
2. Optional Services	\$
Total Evaluated Price	\$