



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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 aux: Travaux Publics et Services
Gouvernementaux Canada**

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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Address inquiries to the Contracting Authority at:
tase.grozdanski@pwgsc.gc.ca

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Health Club Memberships	
Solicitation No. - N° de l'invitation W3536-170015/B	Date 2017-08-18
Client Reference No. - N° de référence du client W3536-170015	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-016-7343	
File No. - N° de dossier TOR-6-39169 (016)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-05	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Grozdanovski, Tase	Buyer Id - Id de l'acheteur tor016
Telephone No. - N° de téléphone (905) 615-2081 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 4900 Yonge Street - Unit 100 TORONTO Ontario M2N 6A4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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	Date

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 Debriefings

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

1.3 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS.

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard 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.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Bids that do not meet each and every Mandatory Technical Specifications will be considered non-compliant and will receive no further consideration.

Item #	Mandatory Technical Criteria	Location of information in bid (Page #/Section#)
1.	Bidders must demonstrate that the location proposed is within 2.5km of CFRC Toronto. This will be verified through a mapping application.	
2.	Bidders must demonstrate that there is access to shower facilities and change rooms.	
3.	Bidders must demonstrate that memberships are transferable at no extra cost.	
4.	Bidders must demonstrate that access to all pre-existing facility locations within the Province of Ontario is included at no extra costs.	
5.	Bidders must demonstrate that they have 3 of the following amount and types of machines: <ul style="list-style-type: none">- at least 5 treadmill machines;- at least 5 elliptical machines;- at least 5 stationery bikes; or- at least 5 spin bikes.	
6.	Bidders must demonstrate that they have the following at a minimum: <ul style="list-style-type: none">- 1 rowing machines; and- 4 stairs machines.	
7.	Bidders must demonstrate that they have a variety of weight training equipment including weight machines and free weights.	

4.1.1.2 Point Rated Technical Criteria

Bidders must receive a score of **15 points out of a possible 25 points or 60% overall.**

Item #	Point Rated Technical Criteria	Max Pts	Location of information in bid (Page #/Section#)
1.	Bidders should demonstrate that they offer a variety of fitness classes ,1 point per different fitness classes, conducted by a certified live instructor, to a maximum of 5 points	5	
2.	Fitness classes, 5 points if included in cost of membership	5	
3.	Fitness class time - 1 point for each class, maximum of 5, that is offered in these blocks: 0600-0900, 1100-1300, 1600-1800	5	
4.	Access to swimming pool, steam, sauna and whirlpool (1 point each)	4	
5.	Number of facilities – <ul style="list-style-type: none">- within the Province of Ontario: 1 point for 5 facilities or less; 2 points for 6-10 facilities; 3 points for 11-15 facilities; 4 points for 16-20 facilities ;and 5 points for more than 21 facilities- locations outside the province of Ontario: 1 point.	6	

4.1.2 Financial Evaluation

4.1.2.1 Bidders must submit a completed Annex B, Basis of Payment, with their bid at the time of bid closing.

4.1.2.2 The Bidder must submit with its bid, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds. Pricing must be provided for all line items (the 53 firm memberships and the 15 optional memberships) for the firm and option periods.

The price used in the evaluation will be the aggregate of the Firm unit prices multiplied by the estimated usages for the firm and option periods.

4.1.2.3 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum 15 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 25 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.2.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or 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.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2016-04-04) General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from September 15, 2017 to September 14, 2018 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tase Grozdanovski
A/Supply Team Leader
Public Services and Procurement Canada
Acquisitions Branch
33 City Centre Street, Suite 480C
Mississauga, Ontario
L5B 2N5
Telephone: 905-615-2081
E-mail address: tase.grozdanovski@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

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.

6.5.3 Contractor's Representative

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

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

6.6.3 Advance Payment

SACC *Manual* clause H3028C (2010-01-11) Advance Payment

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

-
- (a) the Articles of Agreement;
 - (b) the general conditions [2010C](#) (2016-04-04) General Conditions – Services (Medium Complexity);
 - (c) Annex A, Statement of Work;
 - (d) Annex B, Basis of Payment;
 - (e) the Contractor's bid dated _____.

6.11 SACC Manual clause

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement.

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract.

ANNEX A

STATEMENT OF WORK

1.0 SCOPE

1.1 To procure access to civilian physical fitness facilities for 53 staff from the Canadian Forces Recruiting Centre (CFRC) Toronto Headquarters and Detachment Toronto (DTO). The contract will cover a one (1) year period from 15 September 2017 plus TWO additional 1 (one) year option periods. It is also required the ability to add up to 15 additional members during the period of the contract at a prorated amount.

2.0 BACKGROUND

2.1 CFRC Toronto Headquarters and DTO are not located within Department of National Defence and Canadian Armed Forces (DND/CAF) establishments and therefore it is not feasible for staff at these locations to displace themselves to DND/CAF facilities to conduct fitness training. With the requirement to remain physically fit a part of the Universality of Service requirements, access to civilian physical fitness facilities located in close proximity to CFRC Headquarters and DTO is required.

3.0 REQUIREMENT

3.1 To provide access to Fitness Training facilities to members of the Canadian Armed Forces working at Canadian Forces Recruiting Centre (CFRC) Toronto Headquarters and Detachment Toronto (DTO). It is vital that the staff have access to Fitness Facilities near their place of work.

3.2 Geographic location. City of Toronto, ON. Proximity within 2.5 kilometres CFRC Toronto Headquarters and DTO, situated at 4900 Yonge Street, Unit 100, North York ON, Canada, M2N 6A4.

4.0 DELIVERABLES:

4.1 Deliverables are identified as the following:

- 4.1.1 Shower facilities and change rooms, including lockers, available daily;
- 4.1.2 Access to be available from 0600 hrs to 2000 hrs, Mon-Fri' and Weekends 0800 hrs - 1700 hrs;
- 4.1.3 Access to cardio equipment;
- 4.1.4 Access to weight training equipment;
- 4.1.5 Access to group fitness classes;
- 4.1.6 Must have first aid qualified staff on duty at all times;
- 4.1.7 Corporate membership will be honoured at all Offerors locations throughout the province of Ontario and where available across Canada;
- 4.1.8 Provide each member on the list provided with Facility Rental/Visit Access;

-
- 4.1.9 Membership and facility access (key tags) must be transferable from one staff to another at no additional cost (as staff leave and arrive at the unit). Coordination will be done by the CFRC Toronto, Administrative Officer in regards to adding and removing staff members from access to the facility.
- 4.1.10 Availability of free parking if the facility is more than 500 metres from 4900 Yonge Street, Unit 100, North York ON, Canada, M2N 6A4.

ANNEX B

BASIS OF PAYMENT

Sum is for services as described in the Statement of Work (Annex A). Prices are inclusive of Canadian dollars. Transportation charges, Custom Duties and Excise Taxes are included and Goods and Services Tax or Harmonized Sales Tax is extra if applicable.

Year 1 – Firm Period

Item	Description	Firm Unit Price per 1 year membership	Quantity	Extended Price
1	Memberships for Canadian Forces Recruiting Centre (CFRC) Toronto Headquarters and Detachment Toronto (DTO) Staff in accordance with Annex A.	\$ _____	53	\$ _____
2	Optional memberships in accordance with Annex A.	\$ _____	Up to 15 Optional Memberships	\$ _____
3	SUBTOTAL			\$ _____

Year 2 - 1st option year

Item	Description	Firm Unit Price per 1 year membership	Quantity	Extended Price
1	Memberships for Canadian Forces Recruiting Centre (CFRC) Toronto Headquarters and Detachment Toronto (DTO) Staff in accordance with Annex A.	\$ _____	53	\$ _____
2	Optional memberships in accordance with Annex A.	\$ _____	Up to 15 Optional Memberships	\$ _____
3	SUBTOTAL			\$ _____

Solicitation No. - N° de l'invitation
W3536-170015/B
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39169

Buyer ID - Id de l'acheteur
TOR016
CCC No./N° CCC - FMS No./N° VME

Year 3 – 2nd option year

Item	Description	Firm Unit Price per 1 year membership	Quantity	Extended Price
1	Memberships for Canadian Forces Recruiting Centre (CFRC) Toronto Headquarters and Detachment Toronto (DTO) Staff in accordance with Annex A.	\$ _____	53	\$ _____
2	Optional memberships in accordance with Annex A.	\$ _____	Up to 15 Optional Memberships	\$ _____
3	SUBTOTAL			\$ _____