

RETURN BID TO/ RETOURNER LES SOUMISSIONS À:

Bidders are to send an email to confirm their bid submission at

CBSA-ASFC Solicitations-

Demandes de soumissions@cbsa-asfc.gc.ca.

Nous invitons les soumissionnaires à envoyer un courriel pour confirmer le dépôt de leur soumission à CBSA-ASFC Solicitations-Demandes de soumissions@cbsaasfc.gc.ca.

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 CBSA / ASFC 355 Ch. North River Road, 17th Floor - 17ieme étage Ottawa ON K1A 0L8

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Ī	Title — Sujet:						
	CBSA – First Aid Training (Rigaud)						
Ì	Solicitation No. –	– Nº de l'invitation	Date:				
	1000373105		March 1 st , 2022				
İ	Solicitation Close	_	Time Zone —				
	L'invitation prend	fin	Fuseau horaire				
	At /à:	02:00 PM (hours/heures)	EST (Eastern Standard Time)/ HNE (heure normale de l'Est)				
	On/le :	March 25 th , 2022	EDT (Eastern Daylight Saving Time)/ HAE (heure avancée de l'Est)				
Ī	F.O.B. — F.A.B.						
	Plant-Usine:	Destination:	☐ Other — Autre: ☒				
İ	Address Enquirie	s to — Adresser tou					
	All communications related to this solicitation must be sent to: EMAIL: CBSA-ASFC Solicitations-Demandes de soumissions@cbsa-asfc.gc.ca Attn: Stephanie Nachar						
İ							
	Telephone No. – No de téléphone: 343-551-6902						
	Destination - of Goods and or Services: Destination - des biens et ou services :						
	Canada Border S	Services Agency (CB ices frontaliers du Ca	SSA) —				
	Delivery Required exigée See herein — voi	d — Livraison	Delivery Offered — Livraison proposée				
			Raison sociale et adresse du				
	fournisseur/de l'e		taison sociale et auresse du				
	Telephone No. –	No de téléphone:	FAX No. – No de télécopieur :				
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r							
	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)						

Date

Signature



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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information 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 Requirements Checklist, the Task Authorization form and the Electronic Payment Instruments

1.2 Summary

- 1.2.1 The Canada Border Services Agency (CBSA) has a requirement for a Contractor to deliver First Aid Training to the employees and trainee agents of the Principal Campus in Rigaud Quebec. The training will consist of the delivery of Standard First Aid (SFA) including the Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification level C. The training must be available in French and English. The Contractor will supply all teaching materials (Guide, Training manual) to participants and all required training materials (Mannequins, blankets, first aid kits and supplies) for teaching. Appropriate certificates will be given to participant upon successfully completion of training.
- 1.2.2 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.3 This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation.

1.3 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be delivered to the following location, by the time and date indicated on page 1 of the solicitation.
 - **Bid Receiving Unit Address is Solely for Delivery of Bids and inquiries:** The address identified on page 1 of the solicitation is for the sole purpose of bid submission and inquiries. No other communications are to be forwarded to this address.
- Canada will not be responsible for late bids received at destination after the closing date and time, even if it
 was submitted before.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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 non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation</u>



Act, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment:
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the attention of the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and

inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted

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

Section I: Technical Bid (electronic copies in PDF format)

Section II: Financial Bid (electronic copies in PDF format)

Section III: Certifications (electronic copies in PDF format)

Section IV: Additional information (electronic copies in PDF format)

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Financial Bid Presentation Sheet detailed in Annex "B" - Basis of Payment.

3.1.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

- a) their legal name;
- b) their Procurement Business Number (PBN);
- c) the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

d) for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

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

Item No.	Mandatory Technical Criteria	To demonstrate that the Bidder meets the mandatory requirements, the Bidder must submit with its bid, the following:	Cross Reference to proposal
MT1	The bidder must demonstrate that they hold the proper accreditation/certification from an approved organization to deliver Standard First Aid/CPR/AED (Certification level C) courses according to the Canada Occupational Health and Safety Regulations, Part XVI, Sect.16.12(1). Canada Occupational Health and Safety Regulations (justice.gc.ca)	The bidder must provide a copy of the certificate/letter issued by the Minister of Labour or provincial or territorial recognized organization.	
MT2	The bidder must provide its course outline and content for the Standard First Aid, CPR and AED courses it will deliver under the resulting contract in both French and English that must be in accordance to the Schedule V of the Canada Occupational Health and Safety Regulations. Section 16.2 (2). Canada Occupational Health and Safety Regulations (justice.gc.ca)	To demonstrate that the Bidder's course content includes the subject covered by Schedule V of the Regulations, the Bidder must submit a detailed outline description of its Standard First Aid and CPR course that includes: 1) training goals and learning objectives; 2) instructor manuals and resources such as videos and PowerPoint deck; 3) student material, including handouts; 4) performance criteria used for each learning objective and how they are assessed.	



MT3	The bidder must provide a minimum of three Client Reference Summaries that describe the bidders experience within the last 5 years providing Standard First Aid and CPR Training. Each reference must be for the delivery of a minimum of 12 courses per year in French or English for classes of 12 students or more in each engagement.	For each client reference summary, the following information must, at a minimum, be provided: a) Name of client organization and name of the client reference; b) Telephone number and email address of the client reference; c) Full description of the courses delivered; d) Number of courses delivered for the same client in one year (Dates of courses given including month and year); e) Language of course delivery for each engagement; f) Total amount of students in each class for each course delivered
MT4	The bidder must propose four (4) different resources, which are certified Instructors in Standard First Aid and CPR. Each trainer must have a minimum of 5 years of experience For the same day, the bidder must be able to provide up to 4 trainers able to teach in French and/or English.	The bidder must provide the following information for each proposed resource: a) The bidder must provide the name of the proposed resources; b) The bidder must provide a curriculum vitae for each proposed resource; c) The bidder must describe the proposed resources' capability to fluently read, write and speak French and English; d) The bidder must provide a copy of all certifications that demonstrate that the proposed resources is a certified First Aid & CPR instructor; e) The bidder must provide three (3) client reference summaries that describe the proposed resource's general work experience. In the event that a bidder proposes more than the resources requested, only the required number of resources will be evaluated in order they are presented in the bidder's response.
MT5	Each proposed resource provided in the bidder's response to MT4, must have delivered a minimum of ten (10) Standard	The bidder must provide the following information, in chronological order, for each of the proposed instructor:

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	First Aid, CPR and AED courses since January 1, 2016	a) Training delivery date (MM/YY) including duration in days; b) Client contact information (name of organization, contact name, telephone, email address); c) Language of training the resource delivered the course
MT6	The bidder must provide a detailed description of its Quality Assurance System for the delivery of its First Aid and CPR training program. At a minimum, the bidder must provide details on the following.	To demonstrate compliance, the bidder must provide a detailed description of the following component of its Quality Assurance System: a) The bidder must provide information on its policy and practices for keeping records; b) The bidder must provide its plan for implementing changes that may be required due to revisions to the First Aid and CPR Standards, knowledge or technology; c) The bidder must provide a description of the processes used to maintain instructor qualifications and certifications required to deliver the First Aid and CPR courses as outlined in this statement of work; d) The bidder must provide a description of the processes used to evaluate students at the completion of the First Aid, CPR and AED courses

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause <u>A0220T</u>(2014-06-26)

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex "B" – Basis of Payment.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) - Basis of Selection – Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requi	rement Certification	
l,	(first and last nam	ne), as the representative of
	(name of business)) pursuant to
		number), warrant and certify that all personnel that) will provide on the resulting Contract who access
federal government workplac	es where they may come into contac	ct with public servants will be:
fully vaccinated against COV	ID-19;	
grounds of discrimination und		medical contraindication, religion or other prohibited , subject to accommodation and mitigation measures
temporary measures that have personnel will meet the condi	e been presented to and approved by	eeks from the date of their first dose and subject to by Canada, immediately after which period the ccess federal government workplaces where they
	ndicates that the vaccination requirer	ements of the COVID-19 Vaccination Policy for
I certify that all personnel pro		(name of business) have been
notified of the vaccination rec Personnel, and that the	uirements of the Government of Car	nada's COVID-19 Vaccination Policy for Supplier (name of business) has certified to their
compliance with this requiren	nent.	(ae c. saeess)ae ooranea te alon

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

ignature:
ate:
ptional or data purposes only, initial below if your business already has its own mandatory vaccination policy or equirements for employees in place. Initialing below is not a substitute for completing the mandatory certification bove.
itials:

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (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 website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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

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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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Rate or Price Certification

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

5.2.3.3 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.3.3.1 SACC Manual clause A3010T (2010-08-16) Education and Experience
The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

- 1. The project authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex "C".
- The Task Authorization (TA) will contain the details of the activities to be performed, a description of the
 deliverables, and a schedule indicating completion dates for the major activities or submission dates for the
 deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in
 the Contract.
- 3. The Contractor must provide the project authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the project authority **and** contracting authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Minimum Work Guarantee – All the work – Task Authorizations

- 1. In this clause,
 - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - "Minimum Contract Value" means 5%.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

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Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4013 (2021-11-29): Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from May 1st, 2022 to April 30th, 2023.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Nachar

Title: Senior Procurement Officer

Agency: Canada Border Services Agency (CBSA)

Branch: CBSA Procurement Division

Address: 355 North River Road,17th Floor, Tower B, Ottawa, Ontario, K1A 0LB

Telephone: 343-551-6902

E-mail address: <u>Stephanie.Nachar@cbsa-asfc.gc.ca</u>

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.

7.5.2 Project Authority

The Project Authority for the Contract is:

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Name:			
Title:			
Organization:			
Address:			-
Telephone:	-	-	
Facsimile:			
E-mail addres	s:		

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.

7.5.3 Contractor's Representative

Name:				
Title:				
Organization:				
Address:			_	
Telephone:		_	_	
Facsimile:	-	_		_
E-mail addres	s:			

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-</u>01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.2 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the (insert as applicable: "limitation of expenditure" or "ceiling price") specified in the authorized task authorization. Custom duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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7.7.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ ______. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

7.7.5 Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or 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.
- d. All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

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The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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) Supplemental conditions : 4013 (2021-11-29): Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions <u>2035 (2021-12-02);</u>
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Task Authorization Form
- the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ",as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

7.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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ANNEX "A" - STATEMENT OF WORK

1. Title

Training in first-aid (certificate of standard first aid) including CPR certification level C and use of an automated external defibrillator (AED).

2. Contexte

The Canada Border Services Agency (CBSA) College in Rigaud is composed of three (3) buildings and is in operation 24/7, 365 days a year. The College hosts employees, contractors, sub-contractors, customers (stays can be from one (1) day to two (2) weeks) and OITP recruits (18 weeks). The following activities take place at the College: theoretical training and practical training (Border Services Officer, detector dog program), retreats, meetings and workshops.

3. Objective

Train employees of CBSA and recruits at the CBSA Main College located in Rigaud, Quebec in order to obtain and/or maintain an up to date certification as this is a condition of employment.

4. Scope

This training is a condition of employment for Border Services Officer, Border Services Instructors, Supervisors and Managers and all other employees of CBSA. The training must also meet the requirements of the *Canadian Labor Code*, part XVI in relation to the responsibility of the employer in relation to the first aid training at the CBSA College, main campus. The certification must be valid in every Canadian provinces.

5. Tasks

The Contractor must:

- Provide two (2) days training sessions on first aid, cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED) in Canadian English or French Canadian. The training must comply with all the requirements of the Canada Occupational Health and Safety Regulations, part XVI, annexe V and must be administered on due dates as mentioned on the task authorisation (TA) form provided by the project manager. Each class will consist of a maximum of 18 participants;
- 2. Provide the services of one (1) trainer for each scheduled classes. The trainer will provide, upon request, to recruits and / or employees of the CBSA College in Rigaud a two (2) day certification session on standard first aid, cardiopulmonary resuscitation (CPR) and the use of an automated external defibrillator (AED) to the participants as per the Statement of work (SOW);
- 3. Provide the training sessions in French or in English according to the demand;
- 4. Use a one-day online training method followed by an interactive training session in class offering multiple opportunities to acquire practical experience. The training session in class is to be given no later than ninety (90) days after the online training;
- 5. Provide, in English or in French, copies of all the training documentation (participant's manual, brochures and bulletins) for each participant at the beginning of the class;
- 6. Provide mannequins (baby, infant, adult), blankets and first aid kits;
- 7. Maintain to date all training documentation (training manual, participant's manual, brochures, bulletins);
- 8. At the beginning of the class, provide to the participants administrative information regarding emergency exits, washrooms and cafeteria as well as the course program;
- 9. Distribute the attendance sheet to all the participants for their signature;

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- 10. Send the signed attendance sheet to the technical authority the next day;
- 11. Following the successful completion of the course, issue to all the class' participants an approved certificate and/or a personalised card at the latest one (1) month after the training. The certificate and/or the personalised card must show the validity dates and the levels achieved by each candidate who passed the training. All documents must be sent to the technical authority:
- 12. Return the classroom to its original state after training;
- 13. Appoint a resource person responsible for scheduling, printing of manuals, reports as well as the execution of all quality assurance activities with the project manager.

6. Course content

The topics indicated in the Canada Occupational Health and Safety Regulations, part XVI, annexe V, article 2 – First Aid, must be covered in the course (see link below). The course must also cover the most recent protocols in cardiopulmonary resuscitation (CPR - level C) of the Heart and Stroke Foundation of Canada (see link below).

Link to the Canada Occupational Health and Safety: http://laws.justice.gc.ca/eng/regulations/sor-86-304/index.html

Link to the *Heart and Stroke Foundation of Canada:* https://cpr.heartandstroke.ca/s/?language=en_US

7. Contraints

- The supplier must have a valid certificate issued by an approved organization during the term of the contract;
- The trainers giving the trainings must be approved by the Canada Labour Code, according to part XVI of the Canada Occupational Health and Safety Regulations
 https://lawslois.justice.gc.ca/eng/regulations/SOR-86-304/FullText.html, during the duration of the contract.

Language requirements: The trainers must be able to express themselves fluently in the language of the course in order to deliver the training in French or in English as per the need.

8. Role and responsibilities of the CBSA College

- 1.1 The CBSA College will supply the following:
 - a. A class room;
 - b. A television, a DVD player, a projector, a screen, flips charts and pens;
 - c. Individual mats.
- 1.2 CBSA will inform the supplier thirty (30) civil days in advance of the planned training as well as the language of the class;
- 1.3 CBSA will provide the supplier with the participants' list a week in advance;
- 1.4 The necessary arrangements will be made for the trainers to have access to the College and the classroom. CBSA will evaluate, if need be, the quality of the trainer's training delivery;
- 1.5 The technical authority may attend a course as an observer, without notice to the contractor to determine if the services offered by the trainer comply with the terms of the contract. The observations

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will be discussed with the contracting authority and, if necessary, the supplier will have to take corrective measures as soon as possible and at no costs to CBSA;

1.6 The project manager will also examine the participant's evaluation questionnaire, he will then discuss the comments with the supplier. If necessary, the supplier will have to make corrections as soon as possible and at no costs to CBSA.

9. Calendar

- Classes have to be given on demand and will be authorised by an approved task authorization (TA);
- The supplier must be able to provide a training within thirty (30) civil days following reception of the approved TA;
- The trainers must be present at the College at least fifteen (15) minutes before the beginning of the class to make sure the classroom is adequately furnished and that the equipment works;
- Trainings will be given Monday to Friday, between 7 :00 a.m. and midnight as well as Saturdays and Sundays between 8 a.m. and 5:00 p.m. for the OITP recruits and/or the employees of the College;
- Training dates will be established by the technical authority in collaboration with the supplier;
- The participants' lists and coordination of the classes will be taken care of by CBSA;
- The CBSA College reserves the right to cancel training at no cost by giving fourteen (14) civil days notice. The technical authority can cancel or postpone a class partially or completely, by sending a written notice to the supplier three (3) working days before the class start date. CBSA will not be held responsible for any costs incurred as a result of such cancellation or postponement;
- If the project manager must cancel a class due to an unforeseen event or beyond his control (such as a strike, a virus outbreak, a power outage or a technical failure) no fees will apply, regardless of when the notice is received by the supplier.

Meetings

Launch meeting:

- a) A launch meeting chaired by the supplier will take place three (3) calendar days after the contract award date. It can take place by teleconference or in person at the CBSA College in Rigaud. The exact date and time of the launch meeting will be communicated at the time of contract award. The launch meeting aims to:
 - i. Review contract requirements:
 - Review and clarify the roles and responsibilities of the contracting authority, the project manager and the Supplier to ensure that everyone understands the requirements and terms of the contract in the same way;
 - iii. Discuss the upcoming training schedule.

Emergency meeting:

- a. The project manager and or the contracting authority may request a teleconference or meeting at any time to resolve urgent issues, problems or concerns;
- b. The in-person meetings will take place at the CBSA college in Rigaud.

10. Training location

Training will be held at the CBSA College:

Full address: CBSA College, Canada Border Services Agency

475, chemin de la Grande-Ligne, Rigaud (Québec) J0P 1P0 ANNEX "B" - BASIS OF PAYMENT

Original Contract Period and Contract Option Periods

Contract Period	Firm All-inclusive price per Participant [price to be inserted at contract award]	Estimated Number of participants per year	Total potential value
Initial Contract Year (May 1 st , 2022 – April 30 th , 2023)	\$	Up to 504	\$
Option 1		Up to 504	
(May 1 st , 2023 – April 30 th , 2024)	\$		\$
Option 2 (May 1 st , 2024 – April 30 th , 2025)	\$	Up to 504	\$
Option 3 (May 1 st , 2025 – April 30 th , 2026)	\$	Up to 504	\$
Option 4 (May 1 st , 2026 – April 30 th , 2027)	\$	Up to 504	\$



ANNEX "C" - TASK AUTHORIZATION FORM

TASK AUTHORIZATION						
Contractor:		Outlined agreement # :				
Task #:			Original requisition (RVReq)# : 1000373105			
TA PO #:						
TA Requisition #:			Date:			
Amendment Number (if app	olicable) :		Financial	coding :		
1.		TA Request				
Background/Objective:						
Tasks:						
Deliverables and Associate	d Schedule:					
Format of Deliverables(if a	pplicable):					
2. PERIOD OF SERVICES	2. PERIOD OF SERVICES From: To:					
3. Work Location						
4. Other Conditions /Restraints	[]Yes [] No Spe	ecify:			
5. BILINGUALISM (if applica	able)					
[] English and French []	French [] E	English				
Name of Proposed Resource	es		Langua	ige		
•						
TA Proposal [For completion by Contractor]						
6. Estimated Cost Contract		<u> </u>				
Number of participa	Number of participants Fixed all-inclusive price Total cost					

TASK AUTHORIZATION					
	Sub-total Professional Fees:	\$			
	APPLICABLE TAXES:	\$			
	Total:	\$			
	TA Approval				
7. Signing Authorities					
	Signatures of Authorized Representatives	Date			
Name & Title of Individual Authorized to Sign on Behalf of Contractor:					
Name & Title of the Project Authority:					
Name & Title of Contracting Authority for CBSA (if required):					
8. Invoicing					
Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total Invoices must be sent electronically via email to: vendors-fournisseurs@cbsa-asfc.gc.ca					
Financial Coding:					



ANNEX "1" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);