



<p><b>RETURN BID TO/ RETOURNER LES SOUMISSIONS À :</b></p> <p>Canada Border Services Agency Contracting Bids Receiving Attention:</p> <p>By e-mail to: <a href="mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca">CBSA-ASFC Solicitations- Demandes de soumissions@cbsa-asfc.gc.ca</a></p> <p><b>Request for Proposal Demande de proposition</b></p> <p><b>Proposal to: Canada Border Services Agency (CBSA)</b> 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. <b>Proposition à : l'Agence des services frontaliers du Canada (ASFC)</b> 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).</p> <p><b>Comments — Commentaires :</b> <b>THIS DOCUMENT DOES NOT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ</b></p> <p>Issuing Office – Bureau de distribution</p> <p>Canada Border Services Agency – Agence des services frontaliers du Canada 355 North River Road – 355 Rue North River 17<sup>th</sup> Floor – 17<sup>ème</sup> étage Ottawa ON K1A 0L8</p>	<p>Title — Sujet: Audio Visual – Rental and professional Services</p>	
	<p>Solicitation No. — N° de l'invitation 1000361431</p>	<p>Date: <b>March 29th, 2022</b></p>
	<p>Solicitation Closes — L'invitation prend fin</p>	<p>Time Zone — Fuseau horaire</p>
	<p>At /à: 02:00 PM (hours/heures)</p>	<p>EST (Eastern Standard Time)/ <input type="checkbox"/> HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/HAE (heure avancée de l'Est)</p>
	<p>On/le : <b>April 22<sup>nd</sup>, 2022</b></p>	
	<p>F.O.B. — F.A.B. <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other — Autre:</b> <input checked="" type="checkbox"/></p>	
	<p>Address Enquiries to — Adresser toutes questions à: <b>All communications related to this solicitation must be sent to:</b> EMAIL: <a href="mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca">CBSA-ASFC Solicitations- Demandes de soumissions@cbsa-asfc.gc.ca</a></p>	
	<p>Attn: Stephanie Nachar</p>	
	<p>Telephone No. – No de téléphone: 343-551-6902</p>	<p>FAX No. – No de télécopieur :</p>
	<p>Destination - of Goods and or Services: Destination – des biens et ou services : Canada Border Services Agency (CBSA) — Agence des services frontaliers du Canada (ASFC)</p>	
	<p><b>Instructions:</b> See Herein — Voir aux présentes</p>	
	<p>Delivery Required — Livraison exigée See herein — voir aux présentes</p>	<p>Delivery Offered — Livraison proposée</p>
	<p>Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:</p>	
	<p>Telephone No. – No de téléphone:</p>	<p>FAX No. – No de télécopieur :</p>
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	



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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 Electronic Payment Instruments, Certification, the Task Authorization Form and all other Annexes.

### 1.2 Summary

CBSA College management at the Main Campus in Rigaud wishes to highlight the success of each of its officer trainee cohorts that completes the Officer Induction Training Program (OITP). It therefore organizes a **CBSA Induction Ceremony** attended by senior Agency managers, some employees, trainees and their guests. Audio-visual equipment rental, installation and monitoring services are required to ensure that this event goes smoothly.

Four to seven ceremonies are planned every year, although this number may vary depending on the schedule. The supplier will be provided with the annual schedule of events. The original contract period is for two (2) years with four (4) additional one (1) year option years.

The services are required at the CBSA College in Rigaud (Quebec Region).

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.”

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.

### 1.3 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.



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## 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\(2020-05-28\) Standard Instructions - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Offers must be submitted only to Bid Receiving Unit email adresse indicated on page 1 of the RFSO.

Due to the nature of the bid solicitation, bids transmitted by facsimile or Epost 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 FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



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

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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 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.



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## 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 favour 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.

## 2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (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.



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

### **3.1 Bid Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Bid (one (1) soft copy in PDF searchable format)
- Section II: Financial Bid (one (1) soft copy in PDF searchable format)
- Section III: Certifications (one (1) soft copy in PDF searchable format)

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

Offers transmitted by epost Connect service and by facsimile will not be accepted.

#### **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 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 Basis of Payment in Annex "B".

#### **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.

Attachment "1" to Part 3- 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.

#### **3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **3.1.4 SACC Manual Clauses**

#### **Section III: Certifications**

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



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical 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	Description of Criteria	Bid Reference	Met / Not Met	Evaluator's Comments
O1	The bidder <u>must</u> demonstrate, using project descriptions, having worked on a minimum of 10 projects over the last seven years to deliver professional audio-visual services as described in Appendix A, namely audio-visual equipment rentals and technical support.			
O2	The bidder <u>must</u> provide two examples of projects involving audio-visual services for corporate clients.  Each project must include: a) Project name b) Name of the organization/client c) Start date and duration d) Description of the services e) Number of resources deployed across the project timeline f) Name, current telephone number and title of the client's project authority or authorized representative.  The bidder is responsible for obtaining the authorization to disclose all information provided in their client references.			

**4.1.2 Financial Evaluation**

**4.1.2.1 Mandatory Financial Criteria**

The price of the offer must be included in Annex "B" – Basis of payment and will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**EVALUATED PRICE CALCULATION:**

<b>A – Goods Rental fees</b>	
Total estimated value including option periods for goods as per the pricing list provided in Annex "B"	\$
<b>B- Professional services fees</b>	
Addition of all proposed hourly rates per category for each period as per the rates provided in Annex "B"	\$
<b>EVALUATED PRICE</b>	\$





## 4.2 Basis of Selection

### 4.2.1 Mandatory Technical Criteria

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

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



**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

**5.1 Certifications Required with the Bid**

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

**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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

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,



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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.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

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.



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

**6.1     Security Requirements**

There is no security requirement applicable to this contract.



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## 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 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" .
2. 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.

##### 7.1.2.4 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.
4. 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 [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.

#### 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**

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 date of Contract award to two (2) years later inclusive.

**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: Procurement Officer  
Organization : Canada Border Services Agency (CBSA)  
Address: 355 North River Road  
17th Floor, Tower B, Ottawa, Ontario  
Telephone: 343-551-6902  
E-mail address: [stephanie.nachar@cbsa-asfc.gc.ca](mailto:stephanie.nachar@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.

**7.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



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### 7.5.3 Contractor's Representative

The contractor's representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

### 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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 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

#### 7.7.1 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 limitation of expenditure 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.

#### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. 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 \$ *(insert at contract award)* . 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
  - c. 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.

#### 7.7.5 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);

#### 7.8 Invoicing Instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

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](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

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

**Direct Deposit:**

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](mailto: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) the supplemental general conditions 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions 2035 (2021-12-02);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations ;
- (g) 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)*).





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## 7.12 Foreign Nationals (Canadian Contractor)

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

## 7.13 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](#)".



## ANNEX "A" - STATEMENT OF WORK

### 1. TITLE

Audio-visual production (professional equipment rental and installation services)

### 2. OBJECTIVES

To provide the necessary equipment and professional support services required to hold ceremonies and special events at the Main Campus of the Canada Border Services Agency (CBSA) College located in Rigaud, Quebec. To acquire, install and uninstall audio-visual and staging equipment, as well as technical support for the sound/lighting systems and staging equipment required.

### 3. BACKGROUND

CBSA College management at the Main Campus in Rigaud wishes to highlight the success of each of its officer trainee cohorts that completes the Officer Induction Training Program (OITP). It therefore organizes a **CBSA Induction Ceremony** attended by senior Agency managers, some employees, trainees and their guests. Audio-visual equipment rental, installation and monitoring services are required to ensure that this event goes smoothly.

### 4. SCOPE

Four to seven ceremonies are planned every year, although this number may vary depending on the schedule. The supplier will be provided with the annual schedule of events.

### 5. TASKS

The contractor shall:

- a) Provide on a rental basis all lighting elements, sound equipment, projection elements and other items required for the audio-visual production of the event.
- b) Provide technician resources to install (the day before events) and dismantle (immediately after events) the rented equipment.
- c) Provide post-installation technician services to test the equipment during any rehearsals planned the day before the official event.
- d) Provide technician services to manage the audio-visual production and monitor all related technical elements to ensure that events go smoothly.
- e) Provide safe, cutting-edge equipment that is compliant with electrical standards.
- f) Provide a work report for each event. The report should include the number of technicians and level of effort.



## 6. REQUIREMENT

The planned number of events currently ranges from four to seven annually, but this number may vary.

Given the changing public-health guidelines, the supplier must provide the following equipment (at minimum, but not limited to) according to option A, B or C.

### A. OPTION A – Full requirement

#### Projection

- 2 projection screens, projection format 13x7.5 SD (HD), Fast-Fold or similar
- 2 HD projectors
- 1 Folsom (or similar) mixing console (anti-reverberation / daylight) or equivalent
- "Black contour" curtains to curtain off the sides of the screens
- All the equipment required to project at 98' from the screens (bases, wiring accessories, etc.)

#### Sound

- 1 conference microphone for lectern with tripod (hand-held microphone)
- 3 cordless microphones
- 1 confidence monitor for singer
- 1 mixer with output sound to connect to a laptop for WebEx broadcast

As well as all the equipment required to broadcast sound from the microphones and videos shown on the screens, such as Digital Soundcraft, eight speakers, PCDI Stereo Box batteries.

#### Lighting

- 6 ETC Source Four projectors
- 2 ETC 19 Degree Ellipsoidal projectors
- 4 ETC 36 Degree Ellipsoidal projectors
- 2 Leprecon dimmers 4 x 600w
- 4 Color Force 12 LED lighting
- 2 lighting tripods
- 1 SmartFade (or similar) lighting console

### B. Option B

Ceremonies held in the auditorium; no need for lighting or sound equipment.  
No curtains.  
Future projection needs, to be confirmed.  
Rehearsals and set up required the day before the event, to be confirmed.

### C. Option C

Single, simplified ceremony.  
Reduced need for lighting and sound equipment.  
Rehearsals and set up required the day before the event, to be confirmed.



**7. TRAVEL**

Travel costs will be the responsibility of the contractor and must be included in the proposed flat rates.

**8. CONSTRAINTS**

The technicians must be able to test all the equipment and quickly solve any identified or potential problems to ensure that rehearsals and events run smoothly.

All technicians and other resources must be accompanied by authorized CBSA employees at all times.

Events will mainly (but not exclusively) be held in the gymnasium on the Main Campus of the CBSA College. The room layout will be provided when the event is confirmed. One of the issues involves minimizing echoes and lighting using the most recent and most appropriate technology.

**9. SUPPORT PROVIDED BY THE CLIENT**

Events will be confirmed at least four weeks in advance.

CBSA will provide the stage (dimensions 12' x 24' x 24'), stanchions, two laptop computers and the audio-visual presentations.

One certified building-maintenance electrician will be on site if needed.

Information Technology staff from the Main Campus will be in attendance during the rehearsals and ceremonies.

**10. SCHEDULE**

Anticipated ceremony dates for OITP cohorts:  
2022–2023 CBSA Induction Ceremonies

18-A	May 20, 2022
18-B	July 8, 2022
18-C	August 26, 2022
18-D	October 21, 2022
19-A	December 9, 2022
19-B	February 3, 2023
19-C	March 31, 2023

*\* The format of the ceremonies will be determined in accordance with guidelines issued by public-health authorities.*

The schedules for the optional years will be provided for the supplier when the option periods are exercised.

**11. LOCATION OF WORK**

Audio-visual production services will be provided at the  
Main Campus, CBSA College  
475 Chemin de la Grande-Ligne  
Rigaud, Quebec J0P 1P0

Use of the premises will be restricted to the sectors identified for carrying out the work.



**ANNEX "B" - BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed as per Annex A.

The firm rates included in this Basis of Payment include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in the Contract.

Under any resulting contract, Canada will not accept travel and living expenses that may be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

**A - Goods Rental**

*\*Proposed brands can be replaced by an equivalent item. The proposed replacement will be subject to approval by the LAB team.*

Items*	QTY	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Estimated # of Events per year	Total potential value
Period		Initial period of 2 years	Option 1	Option 2	Option 3	Option 4		
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	A x (B + C + D + E + F) x G
<b>PROJECTION</b>								
Projection screen – projection format: 13x7.5 SD (HD) Fastfold and any necessary equipment to project on said screens (base, writing etc.).	2	\$	\$	\$	\$	\$	7	\$
HD Projector	2	\$	\$	\$	\$	\$	7	\$
Folsom Mixer (anti reverb / day light) or equivalent	1	\$	\$	\$	\$	\$	7	\$
<b>SOUND SYSTEM</b>								
Conference *Microphone for the reading podium with tripod (handheld microphone)	1	\$	\$	\$	\$	\$	7	\$
Wireless *Microphone	3	\$	\$	\$	\$	\$	7	\$



Surround *Microphone on tripod	1	\$	\$	\$	\$	\$	7	\$
Stage Monitor for Singer	1	\$	\$	\$	\$	\$	7	\$
Mixer with output sound XLR with connectivity to a laptop for a Webex broadcast	1	\$	\$	\$	\$	\$	7	\$
<b>LIGHTING</b>								
Projectors etc. source 4	6	\$	\$	\$	\$	\$	7	\$
Projectors, etc. 19 degree ellipsoidal	2	\$	\$	\$	\$	\$	7	\$
Projectors etc. 36 degree ellipsoidal	4	\$	\$	\$	\$	\$	7	\$
Éprecon graders 4 x 600w	2	\$	\$	\$	\$	\$	7	\$
Color strength 12 Del lighting	4	\$	\$	\$	\$	\$	7	\$
Lighting tripods	2	\$	\$	\$	\$	\$	7	\$
SmartFade lighting console	1	\$	\$	\$	\$	\$	7	\$
<b>Miscellaneous Items</b>								
<b>(One price required for all items 1 to 7)</b>								
<u>Curtains, Support for curtains and other miscellaneous items*</u>	1	\$	\$	\$	\$	\$	7	\$
<p>Items 1 to 7 :</p> <ol style="list-style-type: none"> <li>1. Black border curtains (approximately 400 feet in circumference and 8 feet high) to mask the surrounding area of the projector screens as well as the walls of the event location;</li> <li>2. Approximately 50 black border curtains (120 inches wide and 8 feet high) or comparable dimensions;</li> <li>3. Black curtains to surround the projector screens (13 feet X 7.5 feet) or comparable dimensions;</li> <li>5. Approximately 25 poles 8 feet high;</li> </ol>								



- 6. Approximately 30 extendable bars; and
- 7. Any other materials required to set up a wall of black curtains to surround the event location.

**B- Professional Services**

Category		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		Original contract period of 2 years	Option Year 1	Option Year 2	Option Year 3	Option Year 4
<b>LABOUR</b>	<b>A - Audio Technician</b> (Based on an estimated 10 hours per event)					
	<b>B - Visuals Technician</b> (Based on an estimated 10 hours per event)					
	<b>C - Installation Technician</b> (Based on an estimated 5 hours per event)					



**ANNEX "C" - TASK AUTHORIZATION FORM**

TASK AUTHORIZATION	
Contractor:	Master agreement # :
Task #:	Original requisition (RVReq)# :
TA PO #:	
TA Requisition # :	Date:
Amendment Number (if applicable) :	Financial coding :

**1. TA Request**

**Background/Objective:**  
 This section should provide context for the work and a high level outcome. For example: This is the 1<sup>st</sup> phase of the project so the focus is only on certain aspects of the work. This will assist the procurement officer in their review and will distinguish from previous or subsequent TAs.

**Tasks:**  
 This section lists the detailed and specific tasks the resource is required to perform to achieve the outcome.

**Deliverables and Associated Schedule:**  
 This section lists the detailed deliverables the resource must produce along with the due dates of when they must submit them. The description of the deliverables should make it clear to the supplier and their resource what constitutes an acceptable deliverable so there is no ambiguity in terms of the quality we expect. If we do not provide this, we have little to no recourse for poor performance.

**Format of Deliverables:**  
 This section lists in which format the deliverables will be provided.

<b>2. PERIOD OF SERVICES</b>	<b>From:</b>	<b>To:</b>
<b>3. Work Location</b>		
<b>4. Other Conditions /Restrains</b>	[ ] Yes [ ] No Specify:	
<b>5. Basis of Payment</b>	Limitation of Expenditure [ x ]	
<b>6. METHOD OF PAYMENT:</b>	[ x ] Single	

**TA Proposal  
 [For completion by Contractor]**

7. Estimated Cost Contract			
<b>Professional Services – Installation and event monitoring</b>	<b>Firm Per Diem Rate</b>	<b>Estimated # of hours</b>	<b>Total cost</b>
<b>List of required items</b>	<b>Fix price</b>	<b>Estimated # of Days</b>	<b>Total cost</b>





TASK AUTHORIZATION			
<b>Sub-total Professional Fees:</b>			\$
<b>HST:</b>			\$
<b>Total:</b>			\$
TA Approval			
8. 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			
9. Invoicing			
<p>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.</p> <p>The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.</p> <p><b>Invoices must be sent electronically via email to: <a href="mailto:vendors-fournisseurs@cbsa-asfc.gc.ca">vendors-fournisseurs@cbsa-asfc.gc.ca</a></b></p>			



**ATTACHEMENT "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);