



RETURN BID TO/ RETOURNER LES SOUMISSIONS À :

Canada Border Services Agency
Contracting Bids Receiving
2405 St-Laurent Unit H
Ottawa, ON K1A 0L8
(613) 941-6034

Bid Receiving Unit is open from Monday to Friday inclusively, between the hours of 07:30 to 15:00, excluding Statutory Holidays.

Agence des services frontaliers du Canada
Secteur de réception des soumissions
2405 St-Laurent Unit H
Ottawa, ON K1A 0L8
(613) 941-6034

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 7h30 à 15h00, à l'exclusion des jours fériés

Request for Proposal

Demande de proposition

Proposal to: Canada Border Services Agency (CBSA)

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

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

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

Comments — Commentaires :

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

Issuing Office – Bureau de distribution

Canada Border Services Agency – Agence des services frontaliers du Canada
355 North River Road – 355 Rue North River
17th Floor – 17^{ième} étage
Ottawa ON
K1A 0L8

Title — Sujet: Audio Visual Systems Maintenance	
Solicitation No. — N° de l'invitation 1000330819	Date: September 2, 2016

Solicitation Closes — L'invitation prend fin At / à: 2:00 PM (hours/heures) On / le: October 12, 2016	Time Zone — Fuseau horaire <input type="checkbox"/> EST(Eastern Standard Time) / HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT(Eastern Daylight Saving Time) / HAE (heure avancée de l'Est)
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F.O.B. — F.A.B.
Plant-Usine: **Destination:** **Other — Autre:**

Louise Traynor **FOR ENQUIRIES DURING THE SOLICITATION PERIOD**
CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca

Telephone No. – No de téléphone 343-291-5671	FAX No. – No de télécopieur :
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Destination - of Goods and or Services:
Destination – des biens et ou services :

Canada Border Services Agency (CBSA) —
Agence des services frontaliers du Canada (ASFC)

Instructions: See Herein — Voir aux présentes

Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
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Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:

Telephone No. – No de téléphone:	FAX No. – No de télécopieur :
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Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date



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, the Task Authorization Form and any other annexes.

1.2 Summary

The Canada Border Services Agency (CBSA) has a requirement for the maintenance, repair and to ensure the serviceability of non-warranted audio visual systems at 2265 St. Laurent Blvd. on an 'as and when requested' basis located within the National Capital region. The duration of the Contract will be from date of award for a one-year period with the option of renewing for 3 (three) one-year option periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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

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

Delete: 60 calendar days

Insert: 90 calendar days

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to the CBSA 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 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.

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: 2012-2 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.

For all Contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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 Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (4 hard copies);
- Section II: Financial Bid (1 hard copy); and
- Section III: Certifications (1 hard copy).

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should 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 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 Basis of Payment in Annex B. The total amount of Applicable Taxes should be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D, Electronic Payment Instruments, to identify which ones are accepted.

If Annex D 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.

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

See Annex E – Evaluation Criteria

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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security associated with this requirement. The Contractor will be escorted on-site to comply with the security provisions at 2265 St. Laurent Blvd., Ottawa, Ontario.

6.2 Insurance – No Specific Requirement

SACC Manual Clause G1005C (2016-01-28) Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

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

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.

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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority within two (2) 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 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

SACC Manual Clause B9030C (2011-05-16)

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 \$1,000.00
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

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

7.3 Security Requirements

There is no security associated with this requirement. The Contractor will be escorted on-site to comply with the security provisions at 2265 St. Laurent Blvd., Ottawa, Ontario.

7.4 Term of Contract

7.4.1 Period of the Contract

The Contract is from date of award for a one-year period.

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 three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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: Louise Traynor

Title: Procurement Officer

Canada Border Services Agency

Address: 355 North River Road, Tower B, 17th floor, Ottawa, ON K1A 0L8

Telephone: 343-291-5671

E-mail address: Louise.Traynor@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: (to be completed by CBSA)

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.

7.5.3 Contractor's Representative (to be completed by Contractor)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____



7.6 **Payment**

7.6.1 **Basis of Payment - Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment at Annex B to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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.

7.6.2 **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 \$ _____ . Customs duties are included 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.

7.6.3 **Invoicing Instructions - Maintenance Services**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions of the Contract. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the e-invoices as follows:

vendors-fournisseurs@cbsa-asfc.gc.ca

7.6.4 **Electronic Payment of Invoices – Contract**

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

Direct Deposit (Domestic and International)



7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. E-Invoices must be distributed as follows:

vendors-fournisseurs@cbsa-asfc.gc.ca

7.8 Certifications and Additional Information

7.8.1 Compliance

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C (2016-04-04), General Conditions - Medium Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Approved/Signed Task Authorizations;
- (f) the Contractor's bid dated _____.

7.11 SACC Manual Clauses

7.11.1 C0705C (2010-01-11) Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is 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 Contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
 - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's



most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.12 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: 2012-2](#) of the Treasury Board Secretariat of Canada. **(To be deleted in Contract if not a Former Public Servant).**



ANNEX A
STATEMENT OF WORK

OBJECTIVE	<p>To obtain services for the provision of maintenance, repair, parts replacement, upgrades and support services for audio visual equipment for the Canada Border Services Agency (CBSA) within the National Capital Region (NCR) at 2265 St. Laurent Blvd. in Ottawa, Ontario.</p> <p>Work under this contract is comprised of the supply of all labor, materials, tools, equipment, transportation and supervision necessary for the inspection, repair, service, parts replacement, programming upgrades and maintenance of existing equipment systems.</p>
BACKGROUND	<p>Audio visual systems are installed on two floors of the Project Authority premises. The audio visual systems are an important tool for operations and, therefore, need to be maintained in optimum working order.</p>
SCOPE	<p>The Contractor must maintain, repair and ensure the serviceability of the non-warranted audio visual systems in one location on an 'as and when requested' basis.</p> <p>1. PREVENTIVE MAINTENANCE (PM)</p> <p>On acceptance of the Contract, the Contractor must conduct an initial in-depth inspection of all equipment within the first month and upon receipt of a Task Authorization. After inspection, the Contractor must provide the project authority with a full report on the current conditions of the equipment and recommend any repairs and recommend in writing replacement of equipment and related components as deemed necessary and reasons (observed anomalies, worn parts, risk of deterioration, unsatisfactory use, etc.)</p> <p>2. CORRECTIVE MAINTENANCE (CM)</p> <p>The Contractor must provide CM on an "as and when requested basis" during the term of the Contract. These are as a result of any PM services identified, and shall be initiated through the issuance of a Task Authorization (TA). See Annex C.</p> <p>Any part replacement/repair to equipment will require a quote from the vendor on the estimated cost of repair, and must be presented to the Project Authority for review and authorization. Once the work has been authorized, the Project Authority will complete and issue a TA via email and have it duly signed by all parties.</p> <p>The Contractor must respond to <u>routine</u> equipment repair service requests within 12 hours following the TA request made by the Project Authority including, travel, labour, tools, parts and any other charges.</p> <p>The Contractor must respond to <u>emergency</u> equipment repair service requests within 4 hours following the request made by the project Authority including travel, labour, tools, parts and any other charges.</p> <p>All repair work must be completed within a 3 business day timeframe. If the work cannot be completed within this timeframe, the Contractor must contact the CBSA Project Authority to discuss reasonable timeframe for the repair.</p> <p>The Contractor must plan and organize maintenance taking into account operating timelines.</p> <p>The Contractor will be responsible for cleaning up after completion of work, gather and dispose of waste and recycle used parts.</p> <p>The Contractor must ensure that the work is in compliance with any provincial codes,</p>



	<p>regulations and standards, and agrees to assign thereto qualified/certified technicians in order to ensure the required service quality level and enhanced safety.</p> <p>3. POSSIBLE MOVE OF EQUIPMENT WITHIN THE BUILDING</p> <p>There may be a need to move and reinstall the equipment on a different floor in the current building or to a different building during the term of this Contract.</p>
<p>TASKS</p>	<p>Work under this Contract comprises the supply of all labor, materials, tools, equipment, transportation and supervision necessary for the inspection, service, and maintenance and repair of existing equipment systems and installation of replacement parts or programming upgrades on an "as and when needed" basis.</p> <ul style="list-style-type: none"> • Emergency repairs; • Preventative maintenance as outlined by the manufacturer's maintenance guide on an 'as and when' requested basis; • The Contractor must maintain a sufficient quantity of current spare parts in stock to ensure quick repair. <p>Maintenance, Service and Repair</p> <p>The Contractor must provide the following on an 'as and when' requested basis:</p> <ul style="list-style-type: none"> • Preventative and remedial maintenance of all audio visual software and hardware by cleaning all LCD displays and touch panels. • All racks and equipment must be vacuumed. • All functions of the equipment must be tested including all headphone stations, all speakers, all satellite receivers, all computer inputs, all LCD displays, all touch panels, video conferencing and audio conferencing. • Furnish all necessary tools, materials, services and labour to execute the work required for the maintenance of the equipment at its original performance level, and must execute such work as per the manufacturer's standard. • Define and resolve problems with hardware and audio visual programming software. <p>Maintenance</p> <ul style="list-style-type: none"> • The maintenance consists of testing, cleaning, adjustment, preventative and remedial maintenance, repair and replacement of all parts during the term of the contract; • Any defects, which cannot be corrected immediately, must be reported within two (2) business days to the Project Authority; • The Contractor must report to the Project Authority within one (1) business day of any defect with any component that could result in the loss of availability of the system. <p>Parts Required for Maintenance and Repairs</p> <ul style="list-style-type: none"> • The Contractor must supply all parts required for any maintenance and repair actions; and • The Contractor must plan for the timely availability of all parts required to effect repairs and maintenance of the audio visual system. <p>Parts and Software</p> <ul style="list-style-type: none"> • Parts and software upgrades throughout the system to be used during the



	<p>contract period must be new and of the same type and model, or equivalent, of the existing equipment.</p> <ul style="list-style-type: none">• To facilitate repair, the Contractor may suggest the use of nearly new, or refurbished spare parts and / or equipment, but may only use such upon agreement and approval by the Project Authority.
WARRANTY	<p>Parts and labour will carry a warranty of six (6) months following the said repair and must be installed according to the manufacturer's standards. If warranty work is required during this period, it shall be at no cost to the CBSA.</p>
CONSTRAINTS	<ul style="list-style-type: none">• The CBSA will provide an employee escort with a valid security clearance to accompany the Contractor. <p>Work Hours</p> <ul style="list-style-type: none">• The Contractor must perform maintenance requests during regular working hours (8:00 a.m. – 4:00 p.m., Monday to Friday unless otherwise specified). <p>Language</p> <ul style="list-style-type: none">• The Contractor shall provide day to day services in English.
SCHEDULE	<p>As detailed in the Task Authorization.</p>



**ANNEX B
FINANCIAL OFFER / BASIS OF PAYMENT**

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

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a Contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

The Contractor shall be paid firm rates, in Canadian dollars, delivered duty paid (DDP). All applicable taxes will be extra, Custom Duties and Excise Taxes included. All sub-Contractor invoicing for replacement parts must be submitted along with Task Authorization invoices.

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.

1.1 LABOUR RATES: For the work, as described in Annex A – SOW, the Contractor shall be paid **Firm Hourly rates by labour category:**

Period	Service Technician Hourly Rates
Initial one-year	\$_____ X 60 hours = \$ _____ (A)
Option Year 1	\$_____ X 60 hours = \$ _____ (B)
Option Year 2	\$_____ X 60 hours = \$ _____ (C)
Option Year 3	\$_____ X 60 hours = \$ _____ (D)

TOTAL LABOUR RATES (A+B+C+D) \$ _____

For any emergency equipment and component repair service within 4 hours following the request made by the project manager or his/her representative will be at the rates quoted above plus 25%.



1.2 PARTS: All parts required and provided under regularly scheduled service or planned maintenance shall be at the Contractor's cost plus %.

For evaluation purposes, the cost for parts is set at \$3,000.00.

TOTAL PARTS COST = \$3,000.00 + _____%

Total evaluated price:

Total for 1.1 Labour Rates	\$
Total for 1.2 Parts	\$
Evaluated Price 1.1 & 1.2	\$



2. Taxes

HST

- (a) All prices and amounts of money in the Contract are exclusive of Quebec Sales Tax (HST) unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.
- (b) The estimated HST of \$_____ is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- (c) All deliverables are DDP and Canadian Customs Duty included, where applicable.



**ANNEX C
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor:		Contract Number:		
Requisition Number: 1000330819		Financial Coding:		
Task Number:		Date:		
TA Request				
1. Description of Work to be Performed				
Work to be Performed in accordance with Annex A (Statement of Work) of the Contract.				
2. PERIOD OF SERVICES estimated:		From:	To:	
3. Work Location				
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Other Conditions /Restraints		As per the Contract		
6. Task Proposal		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
TA Proposal				
8. Estimated Cost Contract				
Task to be Performed	Item	Firm Hourly Rate	Estimated # of Hours	Total cost
		\$		\$
Services estimated cost			Total	\$
			GST	
			HST	\$
			Grand Total	\$
TA Approval				
9. Signing Authorities				
Contractor's Representative	Organization Name	Date		
Technical Authority	Organization Name	Date		
Contracting Authority	Organization Name	Date		
10. Basis of Payment & Invoicing				
In Accordance with the article entitled "Basis of Payment" in the Contract.				
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.				
The e-invoice must be forwarded as per the Contract.				



ANNEX D 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);



ANNEX E **EVALUATION CRITERIA**

Evaluation Disclaimer

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

**** Merely stating the experience is not sufficient and the proposal will be deemed non-compliant. ****

Example: If the mandatory demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the bidder has experience gathering, analyzing and validating findings.

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

The proposal documentation must include a detailed proposal from the vendor as part of the technical bid. Indicate the location in your proposal where the requested information can be found for the mandatory requirements.



MANDATORY CRITERIA

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

Mandatory Criteria

#	Mandatory Requirement	Location in Bid	Met/ Not Met
M1	CORPORATE EXPERIENCE The Bidder must have at least three (3) years’ experience within the last ten (10) years at bid closing in maintaining, repairing and servicing audio visual system equipment. To demonstrate experience, the Bidder must provide: 1) Client name; 2) Description of services provided; and 3) Start and End dates (dates must include months and years).		
M2	RESOURCE EXPERIENCE The Bidder must have at least two (2) technicians with a valid degree in audio visual technology or a related field, such as digital media. Provide proof of certification. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority.		