



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet CCTV system for St-Stephen POE	
Solicitation No. - N° de l'invitation 47419-174605/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 1000334605	Date 2017-04-06
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-445-72778	
File No. - N° de dossier hn445.47419-174605	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-31	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ladouceur, Joanne M.	Buyer Id - Id de l'acheteur hn445
Telephone No. - N° de téléphone (819) 420-0340 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Pricing Schedule and any other annexes.

The Electronic Attachments include the Appendix to Annex A and any other electronic attachments.

1.2 Summary

The Canada Border Services Agency (CBSA) has a requirement to acquire and install CCTV equipment at the St-Stephen 3rd bridge POE.

The Contractor will be responsible for the supply, installation, programming and equipment listed in the CCTV System Appendix (attachment 001) at the CBSA premises located at St. Stephen 3rd Bridge, 20 St-Stephen Drive, St-Stephen NB E3L 0B5.

The CCTV system installation will be procured as a turn-key solution to cover all requirements defined in the CCTV System Appendix.

- 1.2.1** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.
- 1.2.2** 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).
- 1.2.3** There is a mandatory bidders' site visit associated with this requirement where attendees will be required prior to sign an attendance sheet prior to gaining access to the site.

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>) issued by Public Works and Government Services Canada.

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

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

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) **BID RECEIVING UNIT** by the date, time and place indicated on page 1 of the bid solicitation. Do not send proposal directly to the Contracting Officer. Submissions by email are not accepted.

PWGSC Bids Receiving Unit

11 Laurier Street

Place du Portage, Phase III, Core 0B2

Gatineau, Quebec J8X 4A6

Tel.: 819-420-7201

Fax: 819-997-9776

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

2.2.1 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE FOR ALL PRODUCTS PROPOSED MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON RESPONSIVE.

2.3 Enquiries - Bid Solicitation

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

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

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2.4 Applicable Laws

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

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

2.5 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 fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visits to be held on May 3, 2017 at 10:00 am. at the St. Stephen 3rd Bridge. Interested Bidders shall meet at the Principal Entrance of the St. Stephen 3rd Bridge, 20 St-Stephen Drive, St-Stephen NB E3L 0B5. Bidders will be required to sign an attendance form at the site visit. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative to the site visit will not be given an alternative appointment and their bids will be rejected as non-compliant.

The onus is on the bidders to arrive at the site visit in a timely manner. Bidders arriving late may not be permitted to attend the site visit.

The Bidder must have at least one attendee at the site visit.

It is also a mandatory condition of this requirement that all attendees provide an e-mail confirming their attendance to the site visit. Bidders are requested to clearly identify the name of the participant, the name of the company they represent, telephone number, facsimile number and e-mail address within the body of their e-mail and submit it to joanne.m.ladouceur@pwgsc-tpsgc.gc.ca. It is requested that this information be received by this office no later than April 28, 2017.

Bidders should submit in writing to the Contracting Authority, a list of issues that they wish to table and the language they would like to address questions and answers, no later than five (5) calendar days prior to the scheduled site visit.

Bidders are advised that any clarifications or changes resulting from the site visit shall be included as an amendment to the bid solicitation document through buyandsell.gc.ca.

As proof of attendance, the Bidder must sign the attendance form provided by the CBSA representative at the site visit.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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Section I: Technical Bid (2 hard copies)

Section II: Management Bid (2 hard copies)

Section III: Support Bid (2 hard copies)

Section IV: Financial Bid (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

The Technical, Management and Support Bids should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the Bid will be evaluated. Bidders should address the evaluation criteria in sufficient depth in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

In order to facilitate the evaluation of the Bid, Canada requests:

- Bidder to include a Table that addresses on a paragraph by paragraph basis the Statement of Work (SOW), including the Appendix to the SOW, by indicating the paragraph and page number where the subject topic is addressed and indicating comply, understood, noted or not applicable.
- Bidders to address and present topics in the order of the Statement of Work (SOW), including the Appendix to the SOW, under the same headings.
- Bidders to avoid duplication by identifying the specific paragraph and page number where the subject topic has already been addressed in the Bid.

Section II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Support Bid

In their support bid, Bidders must demonstrate their understanding of the requirement and describe how they intend to meet the support requirements (operator/ maintenance training, manuals, spare parts list and plan).

Section IV: Financial Bid

- 3.1.1** Bidders must submit their financial bid as per the format of Annex B – Pricing Schedule in accordance with the following Basis of Pricing. The total amount of Applicable Taxes must be shown separately.

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3.1.2 Basis of Pricing

All prices must be firm in Canadian dollars, Delivery Duty Paid (St-Stephen, N.B.), Goods and Services Tax or the Harmonized Sales Tax extra, transportation costs to destination and all applicable Custom Duties and Excise Taxes included.

3.1.2.1 Design and Equipment

The bidder must submit a firm lot price for the design and related equipment for the CCTV at the St-Stephen 3rd Bridge, excluding spare parts.

3.1.2.2 Installation and Commissioning Costs

The bidder must submit a firm lot price. The price must include all costs, including travel and living, related to the installation and testing of the equipment.

3.1.2.3 Travel and living expenses

The bidder must indicate if there are travel and living expenses associated with the installation and testing of the equipment (excluding training). Where applicable, the bidder must submit a firm lot price, the estimated number of people and the estimated number of days, and the breakdown of the Firm Lot Price as indicated in Annex B – Pricing Schedule.

3.1.2.4 On-site training

The bidder must submit a firm lot price for on-site training session

3.1.2.5 Documentation

The bidder must submit a firm lot price for the following:

As-built drawings as detailed in SOW, paragraph 7.3.

Documentation as detailed in SOW, paragraph 7.3.

3.1.2.6 Software/Integration Tasks

The bidder must submit a firm lot price for the software/integration.

3.1.2.7 Contractors Recommended Spare parts

The bidder must submit a Spare Parts List identifying each recommended spare parts required. The bidder must also submit a firm unit price for each recommended spare part required.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

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Section IV: Additional Information

3.1.4. Delivery Offered

While delivery is requested as *on or before June 30, 2017*, the best delivery that could be offered is _____

3.1.5 Contractor Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

3.1.6 Warranty Repairs

It may be necessary for warranty repairs to be performed on site. You are requested to provide response time and location of nearest office/depot providing staff for this work. Response time shall not exceed forty-eight (48) hours. The contact person is as follows:

Response Time: _____
Name: _____
Telephone No.: _____
Facsimile No.: _____
Email/Internet Address: _____

3.1.7 Lifetime Spares

It shall be a condition of any contract resulting here from that the Contractor undertakes to supply spare parts for the equipment proposed during the life expectancy of the equipment.

The Bidder must indicate the number of years for the life of the equipment. _____ years.

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, management, support and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

The Technical, Management and Support Bids should be concise and address all mandatory requirements against which the Bid will be evaluated. Bidders must address the mandatory criteria in the Annex and associated Appendix in sufficient depth

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in their bid. Simply repeating the statement contained in the solicitation document is not sufficient. Bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

In order to facilitate the evaluation of the Bid, Canada requests:

- Bidders to address and present topics in the order of the Statement of Work (SOW) and associated Appendix under the same headings.
- Bidders to avoid duplication by identifying the specific paragraph and page number where the subject topic has already been addressed in the Bid.

4.1.1.1 Mandatory Technical Criteria

Simply stating a compliancy to a criteria is insufficient. Bidders must present a clearly organized, printed (i.e., not handwritten) proposal that includes all necessary technical and descriptive information, in order to clearly demonstrate their compliancy to all items presented in the Statement of Work (SOW) at Annex A, as well as the associated Appendix.

Responses will be evaluated on a simple, compliant/non-compliant basis. Proposals not meeting each mandatory requirement will be considered non-compliant and given no further consideration.

- Address, as described, Annex A, Statement of Work (SOW)
- Address, as described, Appendix

The technical bid should be structured in the same format as the Statement of Work presented at Annex A and the associated Appendix, through which the bidder will clearly explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (St-Stephen, N.B.), Canadian customs duties and excise taxes included.

The following Mandatory factors will be taken into consideration in the evaluation of each bid;

Compliance with Basis of Pricing;

Prices must be submitted for all items listed in the Annex B – Pricing Schedule

4.2 Basis of Selection

The responsive Bidder with the lowest evaluated aggregate bid price will be recommended for award of a contract.

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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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature

Date

5.1.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature

Date

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5.1.4 Compliance Certification Statement

By submitting a Bid the Bidder certifies that they comply with and understand the Statement of Technical Requirements, Statements of Work, Electronic Engineering, Electronic Engineering Standards, and supporting documents that form part of the Requirement.

Signature

Date

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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

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The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Vendors will be provided with form TBS 330-23, and associated instructions, during the mandatory site visit. The duly completed and signed forms must be submitted with the bid package at bid closing. For additional information, see Part 2, Article 5 – Mandatory site visit and Part 7, article 3, Security Requirement.

6.2 Financial Capability

1. The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

-
- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.
- It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

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6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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 Requirement

The Canada Border Services Agency (CBSA) has a requirement to acquire and install CCTV equipment at the St-Stephen 3rd bridge POE.

The Contractor will be responsible for the supply, installation, programming and equipment listed in the CCTV System Appendix (attachment 001) at the CBSA premises located at St. Stephen 3rd Bridge, 20 St-Stephen Drive, St-Stephen NB E3L 0B5.

The CCTV system installation will be procured as a turn-key solution to cover all requirements defined in the CCTV System Appendix.

7.1.1 Option to Purchase Contractor Recommended Spare Parts

- a) The Contractor hereby grants to Canada and Canada shall retain an irrevocable option exercisable at any time during the Contract to procure any or all of the spare parts as described in Annex B.
- b) The Contractor shall be given a minimum of "14" working days notice in writing by the Contracting Authority indicating that Canada intends to exercise the option.
- c) The option may only be exercised by the Contracting Authority, and the exercise of the option will be evidenced through a formal Contract Amendment.
- d) Price support may be requested.

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

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4003 (2010-08-16) Licensed Software; and

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

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apply to and form part of the Contract.

7.2.3 SACC Manual Clauses

B1501C (2006-06-16)	Electrical Equipment
A9068C (2010-01-11)	Site Regulations
A2000C (2006-06-16)	Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16)	Foreign Nationals (Foreign Contractor)

7.3 Security Requirements

7.3.1 Site Clearance

The contractor must submit completed form TBS 330-23 for all staff who will be working at the site. The duly completed and signed forms must be submitted with the bid package at bid closing.

7.3.2 Classification of this document is “Reliability Status”

1. “Reliability Status” security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the site as/where required, by authorized Canadian Border Services Canada personnel.

7.4 Term of Contract

7.4.1 Period of the Contract

The system design, the delivery of all related equipment, the completion of all installation, commissioning and contract related work is to be completed at the site on or before (*Delivery as offered and as accepted will be inserted at contract award*).

The Contractor must submit a final delivery and installation schedule within 10 calendar days after the contract award date.

7.4.2 Delivery

1) Shipment shall be consigned to the destination specified in and delivered:

DDP Delivered Duty Paid (St-Stephen, N.B.) Incoterms 2000 for shipments from a commercial supplier.

7.4.2.1 Inspection and Final Acceptance

1) Inspection

Inspection shall be carried out by the Technical Authority or the authorized representative at destination.

2) Final Acceptance

a) The Contractor shall be required to present the work, for final acceptance, when such work has been designed, manufactured, delivered to site and installed and has successfully passed all tests in strict accordance with the specification and terms and conditions, and the Contractor has performed all other work and complied with all the terms and conditions of the contract.

b) Upon verification of the above, the Design Authority will by written notice to the Contractor so acknowledge, and such notice shall constitute final acceptance.

Final Inspection and acceptance will take place at destination when all goods are delivered / services rendered, and after all deficiencies identified by the Design Authority or the authorized representative are rectified and accepted.

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7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Ladouceur (M)
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HN" Division
7B3, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC, K1A 0S5

Telephone: (819) 420-0340
E-mail address: joanne.m.ladouceur@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

will be inserted at contract
Name: *will be inserted at contract*
Telephone No. *will be inserted at contract*
E-mail address: *will be inserted at contract*

The Project Authority named above 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 project content of the Work under the Contract. Project 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 Technical Authority

The Technical Authority for the Contract is:

will be inserted at contract
Name: *will be inserted at contract*
Telephone No. *will be inserted at contract*
E-mail address: *will be inserted at contract*

The Technical Authority named above 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 Technical Authority, however the Technical 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.

7.5.4 Contractor's Representative

Name and telephone number of the person responsible for :

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General enquiries

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

Delivery follow-up

Name: will be inserted at contract
Telephone No. will be inserted at contract
Facsimile No. will be inserted at contract
E-mail address: will be inserted at contract

7.5.5 Warranty Repairs

The contact person for warranty repairs to be performed on site as it may be necessary is as follows:

Response Time: will be inserted at contract
Name: will be inserted at contract
Telephone No.: will be inserted at contract
Facsimile No.: will be inserted at contract
Email/Internet Address: will be inserted at contract

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price for the equipment, installation and commissioning, travel expenses, on-site training, as-built drawings and manuals as specified in the Contract. Customs duties are included and Applicable Taxes are extra.

7.6.2 Limitation of Price

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

7.7 Invoicing Instructions

7.7.1 Progress Payment Claim

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.

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2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed

7.7.2 Schedule of Milestones (*applicable to each site*)

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

1 st Milestone	Design of the System	100% Design	List value – 10%	List Deliverable
2 nd Milestone	Delivery of Equipment	100% Equipment	List value – 10%	List Deliverable
3 rd Milestone	100% of Installation, software integration and commissioning including travel and living associated with installation	100% Installation, software integration and commissioning 100% travel and living associated with installation, software integration and commissioning	List value – 10%	List Deliverable
4 th Milestone	On-site Training and Documentation including travel	100% on-site training 100% Documentation 100% Travel and Living associated with On-site Training	List value – 10%	List deliverable
5 th Milestone	Holdback			List Deliverable

7.8 Certifications

7.8.1 Compliance

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

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

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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) 2030 (2016-04-04), General Conditions - Higher Complexity - Goods;
- (c) 4003 (2010-08-16) Licensed Software;
- (d) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (e) Annex A, Statement of Work;
- (f) Annex B, Price Schedule;
- (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)).*

7.11 Insurance

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.

7.12 Meetings

Upon award of the contract, the Contractor and the CBSA will participate in a kick-off meeting or teleconference to review the project schedule and any relevant information towards the successful completion of the project.

7.13 Contractor's Facilities

The Contracting Authority and the Design Authority, or their delegated representative shall be afforded access to the Contractor's plant and all other premises where pertinent processes are being performed.

7.14 After Sales Service

The Contractor certifies that it is capable of providing after sales service, subsequent to the warranty period, including servicing personnel and facilities during the lifetime expectancy of the equipment.

7.15 Lifetime Spares

It shall be a condition of any contract resulting here from that the Contractor undertakes to supply spare parts for the equipment proposed during the life expectancy of the equipment.

Life of the equipment: _____ years.

Should the Contractor discontinue the manufacture of the equipment being procured during the life expectancy of the equipment, it shall notify Canada sufficiently in advance to permit the purchase of spares for the remaining life of the equipment or, at the discretion of Canada, either make satisfactory arrangements with a third party to establish a continuing source of spares or provide to Canada, at no charge, a non-exclusive royalty free license to manufacture and have manufactured for its own use spare parts, and provide copies of all drawings, technical information, specifications, manufacturing instructions and patterns necessary to manufacture the spares.

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7.16 Disclosure of Information

The Contractor shall keep confidential and shall not publish or otherwise reuse, release, disclose or make available to any third party any Background or Foreground Information concerning as built drawings, site drawings and manuals, except as may be necessary to carry out the Work under the Contract in which case the Contractor shall impose the same obligation of confidentiality on any person to whom the information is disclosed.

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ANNEX “A”

STATEMENT OF WORK

1. TITLE

Closed-circuit television (CCTV) System for St-Stephen New Brunswick Port of Entry (POE)

2. OBJECTIVE

The Canada Border Services Agency (CBSA) has a requirement to acquire and install CCTV equipment at the St-Stephen 3rd bridge POE.

3. BACKGROUND

It is the policy of the Canada Border Services Agency (CBSA) to use audio-video monitoring and recording technology in support of its programs, its operations, and for the protection of its employees and assets, while respecting the laws of Canada and the privacy rights of individuals and employees. The use of closed-circuit television cameras to monitor facilities and operations are an integral part of the CBSAs security framework and operations management.

4. SCOPE

The Contractor will be responsible for the supply, installation, programming and equipment listed in the CCTV System Appendix at the CBSA premises located at the following address:

ST. STEPHEN 3rd BRIDGE
20 St-Stephen Drive,
St-Stephen NB E3L 0B5

The CCTV system installation will be procured as a turn-key solution to cover all requirements defined in the CCTV System Appendix.

5. MEETINGS

Upon award of the contract, the Contractor and the CBSA will participate in a kick-off meeting or teleconference to review the project schedule and any relevant information towards the successful completion of the project.

6. TASKS

The contractor shall install, configure, program and start up the equipment in accordance with the specifications described in the CCTV System Appendix.

The Contractor will also be required to perform additional minor tasks as par of the commissioning of the system. This includes, but is not limited to, role management programing, images viewing configurations, adjustment of installed cameras, etc.

7. DELIVERABLES

7.1. Delivery and installation

- 7.1.1. Delivery of the goods required to complete the project must be completed by the date indicated in Article 9 “Schedule”.
- 7.1.2. Installation must be completed by the date indicated in Article 9 “Schedule”.

7.2. Commissioning

By the date indicate in Article 9 “Schedule”,

- 7.2.1. The Contractor shall ensure that the system operates in conformity with project requirements and the design intent, in accordance with the contract.
- 7.2.2. Commissioning includes extensive documenting and verifying activities related to the design, static verification, functional performance testing, and start-up of system components, sub-systems, and integrated systems.
- 7.2.3. The contractor shall ensure that all functional and operational requirements have been correctly interpreted and implemented.
- 7.2.4. The contractor shall confirm comprehensive operation and maintenance documentation is available; the documentation must verify and demonstrate that all systems operate consistently at peak efficiencies, under all normal load conditions, as per the CCTV System Appendix.

7.3. Documentation, Shop Drawings and Training

By the date indicate in Article 9 “Schedule”,

- 7.3.1. The Contractor will provide complete documentation, covering all technical aspects and the operations of the system, must be provided in both official languages. The documentation shall include:
 - a) A user-friendly guide, for employees in charge of the system; and
 - b) A system planning guide, for data collection distribution. All required planning assistance must be provided.
- 7.3.2. All shop drawings, original drawings and modified standard drawings, to illustrate details of work, and a set of “as-built” drawings that indicate the location of system equipment.
- 7.3.3. All electronic drawings must be made available in AutoCAD 2013 format, as well as PDF format.
- 7.3.4. All updated digital drawings as necessary to reflect as-built information is made available.
- 7.3.5. The complete documentation in French and English must be delivered covering all technical and operational aspects of the system, and the necessary documents for system maintenance, as well as warranty certificates.
- 7.3.6. The Contractor shall provide an on-site advanced training course, focused on the operation of the CCTV equipment, manipulation of system parameters, data management, and functional use of all visualisation equipment and software. The contractor shall also provide the training materials for new operational employees.
- 7.3.7. This training must be offered in English or French for up to 10 CBSA officers, and should not be less than two (2) hours and cannot exceed five (5) hours of instruction.
- 7.3.8. The Contractor will ensure that the CBSA is granted full “Administrator” rights, to all CCTV equipment computer systems, servers and subsystems.
- 7.3.9. The Contractor will also ensure that the CBSA is provided with a list of all user account types and passwords for all CCTV equipment computer systems, servers and subsystems.

7.4. Warranty

- 7.4.1. The Contractor’s obligations shall include the on-site replacement, repair, transportations, reinstallation and verification of all defective equipment due to equipment failure or installation, at no additional cost.
- 7.4.2. The warranty period will be 36 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
- 7.4.3. The warranty must include any-and-all maintenance service as necessary to maintain the safety, operational capabilities and performance of CCTV System equipment. Maintenance service includes, but is not limited to: preventive maintenance, diagnostics, corrective maintenance, calibration, repair parts, and verification testing.
- 7.4.4. The contractor must perform a minimum of two visits per year (six month apart) where the contractor must:
 - (a) Check and/or clean the camera lens if needed;
 - (b) Check the System and VMS logs in order to ensure the CCTV System is working properly in accordance with the original specifications as per the CCTV System Appendix.

- (c) Generate a VMS installation report in a readable format that has to be provided to the project authority identified in 10.1 and the technical authority identified in 10.2.
 - (d) Create a manual visit/maintenance report provided as a checklist to the project authority identified in 10.1 and the technical authority identified in 10.2.
- 7.4.5. Calls for repairs shall be responded to within 24 hours, and repair service shall be available 24 hours a day, 365 days a year, including statutory holidays.

8. CONSTRAINTS

8.1. Security

The Contractor shall ensure the personnel that will undertake the installation of the system meet the requirements as per the security requirement clauses.

8.2. Language

All deliverables under section 7 must be provided in English and French.

8.3. Operational Down-Time

Where a site already has an operating CCTV system in place, the existing systems operational down time shall be kept to a minimum. All down time will be coordinated with onsite staff. The contractor's staff may be required to work during evenings, nights and/or weekends to reduce the amount of down time and to meet operational requirements.

8.4. Institutional Operations

The contractor must take every precaution to minimize any disturbance to institutional operations. The contractor and his staff on site shall cooperate fully with operational staff and conform to all security requirements.

8.5. Final Cleaning

Upon completion of the Work, ADM's contractors will remove tools, waste material and leave work in a clean, optimal operational condition.

8.6. Equipment

Unless approved by the Contracting authority, the supplied equipment is to be new, not used or refurbished.

9. SCHEDULE

The Contractor undertakes to schedule and oversee the Work in order to achieve the progress and milestones by the required dates below:

Milestone	Required date
Kick-Off meeting/Teleconference	Within 1 week of contract award
Equipment Delivery	Requested on or before June 30, 2017
Installation completed	No later than August 30, 2017
Commissioning and Documentation, Shop Drawings and Training	No later than September 30, 2017

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ANNEX "B"

PRICING SHEET

All prices must be firm in Canadian dollars, Delivered Duty Paid (St-Stephen, N.B.), Goods and Services Tax or the Harmonized Sales Tax extra, transportation costs to destination and all applicable Custom Duties and Excise Taxes included.

1. DESIGN AND DELIVERY OF EQUIPMENT

Firm Lot Price for the design and delivery of all related equipment, excluding spare parts.

DESIGN - FIRM LOT PRICE \$ _____

EQUIPMENT - FIRM LOT PRICE \$ _____

2. INSTALLATION AND COMMISSIONING

Firm Lot Price for the installation and commissioning of the equipment, including travel and living expenses.

INSTALLATION & COMMISSIONING - FIRM LOT PRICE \$ _____

TRAVEL COST - FIRM LOT PRICE \$ _____

Breakdown of Travel costs are as follows:

St-Stephen 3 rd Bridge POE	FIRM LOT PRICE BREAKDOWN
Estimated Number of Individuals _____	Accommodation \$ _____
Estimated Number of Days _____	Air Fare \$ _____
	Car Rental & Fuel \$ _____
	Other costs (meals and incidentals): \$ _____
	(identify what they are)

3. SOFTWARE INTEGRATION

Firm Lot Price for software integration, excluding travel and living expenses.

SOFTWARE INTEGRATION FIRM LOT PRICE \$ _____

4. ON-SITE TRAINING AND DOCUMENTATION

Firm Lot Price for On-site Training and Documentation, excluding travel and living expenses as specified in Annex A.

ON-SITE TRAINING COST - FIRM LOT PRICE \$ _____

DOCUMENTATION COST - FIRM LOT PRICE \$ _____

TOTAL BID PRICE \$ _____

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47419-174605/A
Client Ref. No. - N° de réf. du client
47419-174605

Amd. No. - N° de la modif.
001
File No. - N° du dossier
HN445.47419-174605

Buyer ID - Id de l'acheteur
HN445
CCC No./N° CCC - FMS No./N° VME

5. OPTION

5.1 SPARE PARTS

The bidder must submit a spare parts list identifying each recommended spare parts required. The bidder must also submit a firm unit price for each recommended spare parts required.

FIRM LOT PRICE \$ _____