



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving

Box/Boîte de Réception des Soumissions

Bid Receiving Box/Boîte de Récepti

1st Floor/1^{ère} étage, Suite 1212

100-1045 Main Street

Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

Title - Sujet Pedestrian Counters	
Solicitation No. - N° de l'invitation 51019-201001/A	Date 2020-08-24
Client Reference No. - N° de référence du client 51019-201001	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-033-5757	
File No. - N° de dossier MCT-0-43015 (033)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-10	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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: Young (MCT), Leesa	Buyer Id - Id de l'acheteur mct033
Telephone No. - N° de téléphone (506) 871-1716 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF VETERANS AFFAIRS CANADA EUROPEAN OPERATIONS 62580 NATIONAL VIMY MEMORIAL VIMY FRANCE 62580 FRANCE	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
51019-201001/A
Client Ref. No. - N° de réf. du client
51019-201001

Amd. No. - N° de la modif.
File No. - N° du dossier
mct-0-43015

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

1.2 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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.

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods and services

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 120 days

Solicitation No. - N° de l'invitation
51019-201001/A
Client Ref. No. - N° de réf. du client
51019-201001

Amd. No. - N° de la modif.
File No. - N° du dossier
mct-0-43015

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

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 in the bid solicitation.

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Facsimile number: (506) 851-6759

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

Email: TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

Former Public Servant - Competitive Bid

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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the 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 **Prince Edward Island**.

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Financial Evaluation

SACC Manual Clause A0222T (2014/06/26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, **as applicable**, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

5.2.3.3 Rate or Price Certification

Price Certification - Foreign Suppliers

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

Statement of Work - Contract

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2020/05/28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4004 Supplement General Conditions, Maintenance and Support Services for Licensed Software, will apply to and form part of the Contract

2030 27 (2008-05-12) Intellectual property infringement and royalties, will apply to and form part of the Contract

6.4 Term of Contract

6.4.1 Period of the Contract

The deliverables as specified in Annex "A" should be completed within 4 weeks from date of contract.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Leesa Young
Title: Supplier Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 871-1716
Facsimile: (506) 851-6759
E-mail address: leesa.young@pwgsc-tpsgc.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.

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mct-0-43015

Buyer ID - Id de l'acheteur
MCT033
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6.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____.

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.

6.5.3 Contractor's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment - Firm Unit Price(s)

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

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

6.7.2 Limitation of price

SACC Manual clause C6000C (2017/08/17) Limitation of price

6.7.3 Payment

SACC Manual clause H1001C (2008/05/12), Multiple Payments

6.7.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C2000C	Taxes - Foreign-based Contractor	2007/11/30
C2605C	Canadian Customs Duties and Sales Tax - Foreign-based Contractor	2008/05/12
C2608C	Canadian Customs Documentation	2020/07/01

6.7.5 Electronic Payment of Invoices – Contract

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

SACC Reference	Section	Date
A3060C	Canadian Content Certification	2008/05/12

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4004 Supplement General Conditions, Maintenance and Support Services for Licensed Software
- (c) the supplemental general conditions 4011 (2012/07/16), Goods - Medium Complexity;
- (d) the general conditions 2010A (2020/05/28), General Conditions - Goods (Medium Complexity);
- (e) 2030 27 (2008-05-12) Intellectual property infringement and royalties
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (h) the Contractor's bid dated _____

6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9039C	Salvage	2008/05/12
A9068C	Government Site Regulations	2010/01/11
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
C2000C	Taxes – Foreign-based Contractor	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

6.13 Dispute Resolution

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

6.14 Shipping Instructions - Delivery at Origin

Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered as stated in Annex A
- Statement of work

6.15 Foreign Nationals (Canadian Contractor or Foreign Contractor)

SACC Manual clause [A2000C](#) (2006/06/16) Foreign Nationals (Canadian contractor)

6.16 Warranty Period

Section 2010A 09 (2014/09/25) of general conditions is amended by replacing the period of 12 months by the following:

Provision of a five (5) year warranty for parts and a one (1) year warranty on on-site labour.

The Supplier must warranty its products against parts defects for a period of five (5) years from the date of installation and one (1) year on labour. This warranty may exclude the normal wear on finishes or for damage that occurs due to abuse or misuse. Warranty must include the provision of replacement parts, required repairs, and recalibration of pedestrian counters. Full warranty terms must be supplied with the proposal.

All other provisions of the warranty section remain in effect.

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Warranty – Modification – General Conditions 2010A

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

ANNEX "A" STATEMENT OF WORK

Supply of Pedestrian Counters for Canadian National Vimy Memorial and Beaumont-Hamel Newfoundland Memorial

1.0 PROJECT BACKGROUND:

In March 2011, visitor attendance studies were carried out at the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial in northern France to develop a statistical formula to capture the number of visitors to the two Sites. As a follow up to these studies, a number of automated vehicular and pedestrian counters were installed at Vimy and Beaumont-Hamel. The data obtained from these pedestrian counters was used to develop mathematical attendance formulas for both Sites. Over time, the pedestrian counters have stopped functioning. As visitation numbers are an essential reporting mechanism for corporate documents and planning processes, Veterans Affairs Canada (European Operations) wishes to replace the existing pedestrian counters with a new system.

2.0 PROJECT GOAL:

Supply, deliver, install, and calibrate of seven (7) pedestrian counters at the Canadian National Vimy Memorial and the Beaumont-Hamel Newfoundland Memorial.

3.0 PROJECT DELIVERABLES:

1. Supply, deliver, install and calibrate of seven (7) pedestrian counters at the following locations.

A. Beaumont-Hamel Newfoundland Memorial:

Route D73

80300 Auchonvillers

GSP: N50.073611, E2.648056

- One (1) pedestrian counter at the Site entrance

B. Canadian National Vimy Memorial:

Route D55

62580 Givenchy-en-Gohelle

GPS: N50.379444, E2.773611

○ Visitor Centre:

- One (1) pedestrian counter on the pathway near the left of the visitor centre
- One (1) pedestrian counter at the visitor centre door
- One (1) pedestrian counter near the D55E2 pathway

○ Monument:

- One (1) pedestrian counter on the pathway leading to the monument
- One (1) pedestrian counter on the pathway to the right of the flagpole
- One (1) pedestrian counter on the pathway to the left of the flagpole

Estimated life span for the pedestrian counters: 10 years

2. Provision of a five (5) year warranty for parts and a one (1) year warranty on on-site labour.
 - a. The Supplier must warranty its products against parts defects for a period of five (5) years from the date of installation and one (1) year on labour. This warranty may exclude the normal wear on finishes or for damage that occurs due to abuse or misuse. Warranty must include the provision of replacement parts, required repairs, and recalibration of pedestrian counters. Full warranty terms must be supplied with the proposal.
3. Provision of annual maintenance and support for any software licenses required to operate the associated software system that would provide data analysis will be required for 5 years.

4.0 REQUIREMENTS OF PEDESTRIAN COUNTERS:

Each pedestrian counters must meet the following requirements:

- a. Permanent installation
- b. Detection of users on each side as well as detection for the direction of passage (ex. double staircase);
- c. Installation of counters must not cause physical or visual impacts on the surrounding landscape
- d. Distance range of 1 to 15 metres;
- e. Battery powered (5 to 10 years);
- f. Ability to define the characteristics of the transmission of counting data
- g. Alert system that notifies dysfunctions and variations of suspicious data;
- h. Ability to display data collected on public internet pages.
- i. Ability to define the characteristics of the data analysis platform
- j. Counting points must be accessible to allow for ease of data collection and maintenance.
- k. Productions of customizable professional reports (one or more pedestrian counters, analysis of variable durations, Word and PDF format);
- l. Dashboard showing the battery charge levels and the date of the last synchronization of the data;
- m. Sensors shall be deployed at differing heights to detect pedestrians of various heights (i.e. small children, pedestrians using assistive technology, etc.).

5.0 SUPPLIER'S RESPONSIBILITIES:

- a. Provision of all materials required to complete the project.
- b. Provision of all manpower required to complete the project.
- c. Provision of appropriate signage to ensure visitor and staff safety during the project.
- d. The supplier will be required to meet with the Project Authority prior to the beginning of the project to establish project timelines and processes to accommodate visitor access to the Sites during the work.
- e. The supplier will be responsible for the repair of any damage to the Site incurred during the installation of the pedestrian counters.
- f. All other related expenses such as travel costs will be the responsibility of the supplier.

Visitor Counter Site Locations

Canadian National Vimy Memorial

Visitor Centre Sector

Reference to the map	Name	Range required	Link to the site location of the counter
A	VC-A	4 meters	Link VC-A (Given we did not have Google street view we have uploaded photos and a video of the location)
B	VC-B	4 meters	Link VC-B (Given we did not have Google street view we have uploaded photos and a video of the location)
C	VC-C	1 meter	Link VC-C

Monument Sector

D	M-D	1 meter	Link M-D
E	M-E	6 meters	Link M-E
F	M-F	6 meters	Link M-F

Beaumont-Hamel Newfoundland Memorial

Site

Reference to the map	Name	Range required	Link to the site location of the counter
A	BH-A	15 meters	Link BH-A

*Please note that the counters must counter the direction of the visitors (enter + exit)

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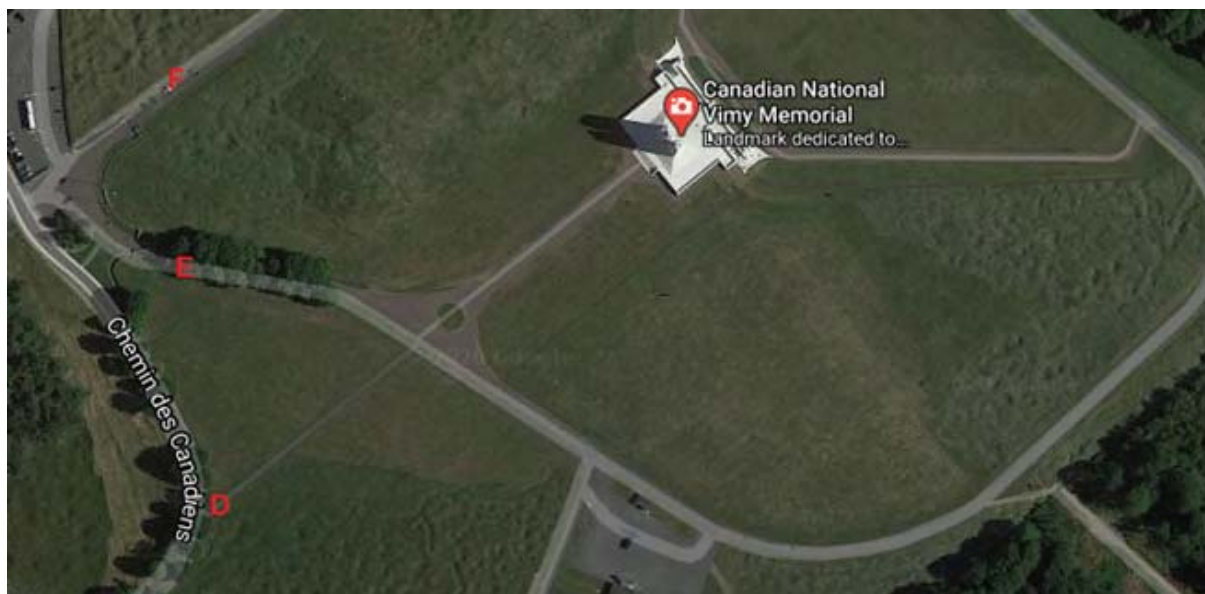
Canadian National Vimy Memorial – Visitor Sector Map

[Satellite View](#)



Canadian National Vimy Memorial – Memorial Sector Map

[Satellite View](#)



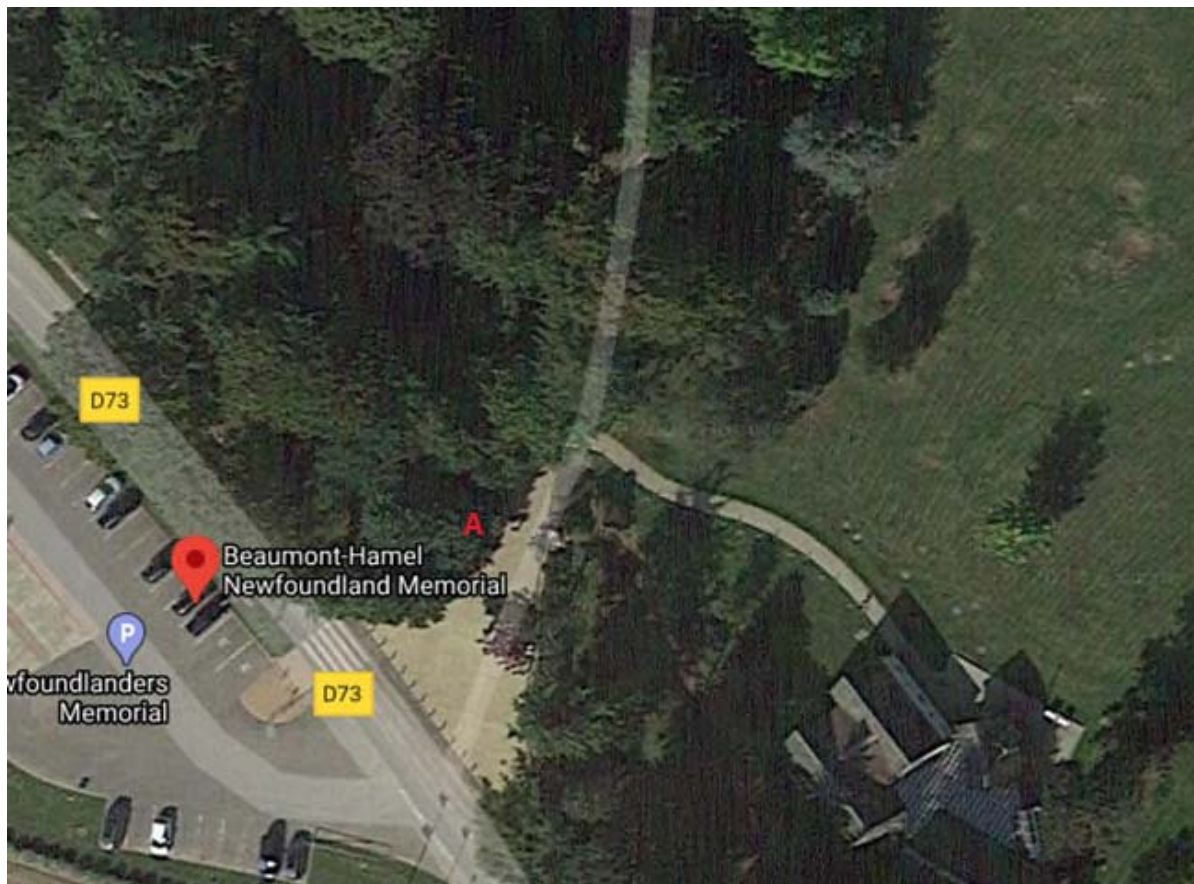
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Beaumont-Hamel Newfoundland Memorial – Map

[Satellite View](#)



ANNEX "B" BASIS OF PAYMENT

Firm all-inclusive unit prices, including customs duties, excise taxes, to destination, including **travel cost**.

All deliverables should be received within 4 weeks from date of award.

Item No	Description	Price (€)	Quantity
1	Beaumont-Hamel Memorial		
1a	Supply, deliver and install one (1) pedestrian counter at the Site entrance * Includes all materials for supply, delivery and installation including software required to operate the pedestrian counter. All other related expenses such as <u>travel costs</u> must be included.	€	1
2	VIMY Visitor Centre		
2a	Supply, deliver and install six (6) pedestrian counters at the following locations: <ul style="list-style-type: none"> - Pathway near the left of the visitors centre - Visitor centre doorway - Near the D5532 pathway - Pathway leading to the monument - Pathway to the right of the flagpole - Pathway to the left of the flagpole * Includes all materials for supply, delivery and installation including software required to operate the pedestrian counters. All other related expenses such as <u>travel costs</u> must be included	€	6
3	Provision of a five (5) year warranty for parts and a one year warranty for on-site labour.	€	7
4	On-Site Maintenance Services (including travel to sites) <ul style="list-style-type: none"> - On-site repair services after 1 year warranty (for a period of 4 years after 1 year warranty) 	/hr	25/hrs per year Estimated
5	Professional Services <ul style="list-style-type: none"> - Creation of custom reports for a period of 5 years from date of award 	/hr	25/hrs per year Estimated

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ANNEX “C” BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "D" COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.