



**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

**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

Title - Sujet 40mm Launchers	
Solicitation No. - N° de l'invitation 21120-193993/B	Date 2019-04-30
Client Reference No. - N° de référence du client BPA# 2903993	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-038-27296	
File No. - N° de dossier 038bm.21120-193993	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-29	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: Caty, Jean-F	Buyer Id - Id de l'acheteur 038bm
Telephone No. - N° de téléphone (819) 420-1752 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Weapons Systems Division/Division des systèmes d'arme
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-1	The Correctional Service of Canada Various Institutions	21120	CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. ATT: Rob Ferguson OTTAWA Ontario K1A0P9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Del. Offered Liv. offerte	See Herein
1	40mm Launchers	D - 1	21120	250	Each		\$	XXXXXXXXXXXX		

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This bid solicitation cancels and supersedes previous bid solicitation number 21120-193993/A dated December 13, 2018 with a closing of January 9, 2019 at 2PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Request for Proposal.

1.2 Requirement

The requirement 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 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

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.

1.6 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBPCP) applies to this requirement.

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](#) (2018-05-22) 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: 180 days

2.1.1 SACC Manual Clauses

A9130T (2014-11-27) Controlled Goods Program - bid
B1000T (2014-06-26) Condition of Material - bid

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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 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.

2.4 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.

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. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- 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: Technical Bid (3 hard copies and 1 soft copies on USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)

Section III: Certifications (1 hard copy and 1 soft copy on USB key)

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.

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: Technical Bid

1. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work by providing a completed Compliance Matrix with their response. Please see Attachment 1: CSC Bid evaluation-Step 1 -Table 1: Compliance matrix.

The response to each requirement needs to include a compliance statement ("Compliant" or "Non-compliant") and a reference to information in the bid that demonstrate clearly how the bidder meets this requirement.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

Applicable taxes must be shown separately, if applicable.

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Phased Bid Compliance Process

Canada will use the Phased Bid Compliance Process (PBCP) described below.

4.1.1.1 General

- a) Canada is conducting the Phased Bid Compliance Process described below for CSC Bid Evaluation- Step 1.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

The Bidder acknowledges that the reviews in Phase I and II of this Phased Bid Compliance Process are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Canada may deem a bid to be non-responsive to a mandatory requirement at any phase. The Bidder also acknowledges that its response to a Notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the Notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone

numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.
- f) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.1.2 Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms

expressly provided for in the Notice.

f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

g) Any other changes to the Financial Bid submitted by the Bidder shall be considered to be new information and will be disregarded. There will be no change permitted to any other section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.

b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder should include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.1 Technical Evaluation

Please see:

- Attachment 1- CSC Bid Evaluation - Step 1
- Attachment 2 – CSC Evaluation trials - Step 2

The Phased Bid Compliance Process will apply only to mandatory technical criteria described in Attachment 1- CSC Bid Evaluation - Step 1 and to financial criteria.

Solicitation No. - N° de l'invitation
21120-193993/B
Client Ref. No. - N° de réf. du client
21120-193993

Amd. No. - N° de la modif.
File No. - N° du dossier
038bm. 21120-193993

Buyer ID - Id de l'acheteur
038bm
CCC No./N° CCC - FMS No./N° VME

Samples are requested no later than 60 days after the request by an authorized representative of Canada. Bidders must send samples to the consignee.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP as per Inco Term 2010, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

Step I: A bid evaluation will be conducted to ensure products being offered meets the criteria as defined in Attachment 1: CSC Bid Evaluation and Annex A: Statement of Work. Compliant bidders, which offered the (2) lowest price, will be awarded a contract for (2) samples and will be requested to submit those for further testing at Step 2.

Step II: Sample products that were ordered after Step I will be subjected to CSC Evaluation trials described in Attachment 2. The responsive Bidder with the lowest overall total cost will be recommended for the issuance of a contract

Attachment 1: CSC Bid Evaluation-Step 1

1 BID REQUIREMENTS

1.1 Bid Documentation

The Bidder must submit the following:

- (a) A completed Compliance Matrix including proof of compliance as specified in Table 1.
- (b) Documentation to support proof of compliance, which may include any or all of the following:
 - i. A system brochure that details the components and operating characteristics of the system;
 - ii. Drawing or schematic which clearly depicts the product's dimensions and scale; and
 - iii. Any additional documentation that provides product information.

1.2 Test Results

Where Test Results are required as part of the Proof of Compliance, they must:

- (a) Be for the model offered or be for a previous model which the model offered is based upon, and include a detailed explanation why the results are valid for the model offered.

Note: Test results may include the test data and summary, or just the summary confirming the system passed the tests.

2.0 EVALUATION

2.1 Mandatory Requirements Evaluation

CSC will assemble a Technical Evaluation Team who will evaluate the proposals in accordance with the Mandatory Requirements in Table 1. The evaluation will be based upon the supplied information only. All Mandatory Requirements must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the Mandatory Requirements will make the bid non-compliant. Even if a bid fails to meet as few as one Mandatory Requirement that bid will be deemed non-compliant and will be given no further consideration.

2.2 Sample Contracts

Step 1: Bidders, meeting the mandatory requirements of para 2.1 above and Table 1 that offered the (2) lowest prices, will be awarded a contract for (2) samples and will be requested to submit those for further testing at Step 2. Bidders shall submit their samples no later than 60 days after being contacted by the Contracting authority. Bidders not delivering samples within 60 days shall be deemed nonresponsive and given no further consideration.

Step II: Samples that were ordered after Step I will be subjected to the trials described in Attachment 2. Once products ordered have been tested, a contract will be issued to the responsive Bidder with the lowest overall total cost. If no bidder are compliant after the first round of trials, Canada will ordered (2) sample products from each of the next (2) compliant bidders at Step 1, when ranked by price. This process will continue until Canada get a bidder that is deemed compliant at Step 2.

Table 1: Compliance Matrix

Criteria #	MANDATORY CRITERIA Step 1	Compliant		Reference/Notes
		Yes	No	
M1	The low velocity single shot launcher must be chambered for Low Velocity (LV) 40 x 46 mm munitions with the capability of firing most commonly manufactured 40mm less lethal and chemical munitions used in military and law enforcement applications.			
M2	The launcher must be in current use with in military or law enforcement circles, having completed 5 years of military or law enforcement use.			
M3	The launchers must be reliable for operations within a temperature range of -40° C to 71° C.			
M6	The launcher must be equipped with a user serviceable MIL-SPEC collapsible AR-15 (multi-position) style stock and A2 style pistol grip, and be compatible with other industry standard MIL-SPEC AR-15 stocks and grips.			

M7	The launcher must be equipped with an ambidextrous single point sling mount that is compatible with a H&K style "snaphook" or "MASH hook"			
M9	The launcher must feature a top loading break action barrel assembly having a barrel length tolerance of 280 mm to 410 mm measured from the breech face to the end of the barrel (includes chamber area).			
M10	The launcher must have an ambidextrous break action release that is easily operated with one hand.			
M11	The launcher's main body and barrel must be manufactured of metal with a hard protective coating with a matte black finish. The MIL-SPEC collapsible AR-15 (multi-position) style stock and A2 style pistol grip can be made of any durable material. All accessories mounted the main body must be mechanically mounted with screws, bolts or clips.			
M13	The launcher breech face must have a user replaceable firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.			

M15	The bidder must have an authorized retailer, distributor, repair facility in Canada or the ability to handle the importing and exporting of the launchers for the purpose to manage any Warranty/Repair services directly with the Original Equipment Manufacturer.			For this criterion, A "Yes" compliance statement will be considered sufficient to be deemed compliant
M16	The bidder must provide a list of optional accessories which may be used with or attached to the launcher. The accessory list and cost of the items must form part of the bid package, but the prices will not be evaluated as part of the financial bid. An example of accessories would be maintenance items, standalone stock module or various stock configurations for riot or other specific needs, sight options etc.			
M17	Any maintenance or necessary parts must be made available to the CSC National Armoury. A list of available parts, cost, and recommended spare parts for use of 100 rounds per year, must form part of the bid package, but the prices will not be evaluated as part of the financial bid.			
M18	Each launcher must be supplied with a user manual as well as a service manual, either in print or electronically on a USB flash drive, in both English and French.			For this criterion, A "Yes" compliance statement will be considered sufficient to be deemed compliant
M19	Armourer training for approx. 15 candidates, with the cost and available training dates following contract award, must also be quoted. This training should preferably be made available within 90 days of contract award. This training can be delivered at either a CSC facility or other facility arranged by the vendor / manufacturer within 100 kilometers of Kingston or Ottawa, Ontario. The contractor shall be responsible for all travel and related expenses incurred by their personnel associated with this training.			For this criterion, A "Yes" compliance statement will be considered sufficient to be deemed compliant

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Attachment 2: CSC Evaluation Trials-Step 2

A2.1 Scope

This Appendix details the Evaluation Trials for Launchers.

A2.2 Participants

There will be a minimum of two (2) CSC staff members conducting the launchers trial in Step 1 and Step 2. Each of the CSC participants will be involved in all parts of Step 1 and Step 2. During Step 2, when one of the participants is an observer, the second participant will be a shooter. During both tests, M4 and M5, the number of shots will be split between the two participants on the same launcher. M4 will have five (5) shots and M5 will have twenty (20) shots for each participant. At all times of the testing in Step 2 there will be an observer to note the results. This process will be followed for each bidder's launchers. Should a participant become incapacitated or unavailable to complete the trial for a launcher, the activity will be deemed incomplete for that participant and none of the results for that participant will be included in the evaluation trial. A new participant will be chosen and the launcher will be reassess.

A2.3 Trial Program

The Evaluation Trial will be conducted at a CSC facility in Canada. Launchers will be trialed as per Bidders in a random order. Rest periods will be included in the trial program to eliminate the bias of physical exhaustion from the assessment process. Additional days will be allocated in case of inclement weather that would affect the outcome of the trials.

A2.4 Evaluation Trials

The Evaluation Trials are task-based, at no point will a shooter record their findings. The observer will record the results at each Step of the trial program and ensure that there are no unfair or biased components injected into the trial program. Attachment 2 will be completed by a CSC staff member.

Criteria #	MANDATORY CRITERIA (Evaluation Trials) STEP 2	Test description		Notes/Results
		Compliant		
		Yes	No	

M4	<p>The launcher must be capable of providing 70% accuracy at ten meters (10m) on a fifteen centimeter (15cm) by fifteen centimeter (15cm) target and 90% at ten meters (10m) on a twenty five centimeter (25cm) by twenty five centimeter (25cm) target. Ten (10) rounds will be fired at the target from ten meters (10m). The target area will be defined by two concentric squares.</p>	<p>Each launcher supplied (one per bidder), will have a CSC EO Tech site installed by a CSC armorer. The launcher will be laser bore sighted and a three (3) round grouping test used to verify the zero. The launcher will be cleaned to factory directions and specifications.</p> <p>The testing munition, eXact iMpack™ 40 mm Spongetraining Round (model: 6325 SKU: 1012226), produced by Defense Technology®, which are the current CSC munition will be used.</p>		/10
M5	<p>The launcher must be capable of providing 70% accuracy at ten meters (10m) on a twenty centimeter (20cm) by twenty centimeter (20cm) target and 90% at ten meters (10m) on a thirty centimeter (30cm) by thirty centimeter (30cm) target. Forty (40) rounds will be fired at the target from ten meters (10m). The target area will be defined by two concentric squares.</p>	<p>The launcher will be cleaned to factory specifications with a commercially available non-toxic cleaner before the tests started.</p> <p>The testing munition, eXact iMpack™ 40 mm Spongetraining Round (model: 6325 SKU: 1012226), produced by Defense Technology®, which are the current CSC munition will be used.</p>		/40

M8	The launcher must feature a double action trigger; mechanism must be so designed to be self-resetting to allow for double strike capability with no need to re-cock or re-activate the firing mechanism; the trigger pull weight average must be between a minimum of 1.8kgs (18 newtons) and a maximum of 6.11kgs (60 newtons).	All launchers will be tested with the same trigger weight gauge. The trigger will be pulled/tested three times and the average trigger pull will be calculated. This average will be used as the final number.	Weight: 1. _____ 2. _____ 3. _____ Avg. _____
M12	The launcher's bare empty weight (no mount or other accessory items included) must not exceed 2900g.	Standard laboratory scale will be used to weigh a launcher.	Launcher Weight: _____
M14	The launcher must have four MIL-STD Metal Picatinny rails. These four rails will be mounted in the 3, 6, 9 and 12 o'clock positions. The 12 o'clock Picatinny rail must extend the full length of the barrel (or as close as possible, exceptions will be made due to design considerations). The 3, 6 and 9 o'clock positions must be a minimum of 76mm in length allow accessories such as a vertical grip or a weapon light to be affixed.	Standard 30cm machinists' ruler will be used to verify.	12": _____ 9": _____ 6": _____ 3": _____

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M20	The launcher must pass the following loose cargo and drop test.	<p>The launcher will have the safety selector switch placed in the Safe position (if equipped) and will be loaded with a primed but otherwise empty cartridge case to assess the possibility of accidental firing. The launcher will be then dropped once from each orientation from a height of 1.5 Meter (5 Ft) height onto a clean, level, concrete surface. The launcher may be dropped by a mechanical means or by manually releasing it in the required orientation. The following required drop orientation will be:</p> <ol style="list-style-type: none">1 Major axis horizontal (normal firing orientation).2 Major axis vertical, butt down.3 Major axis vertical, muzzle down.4 Major axis 45degrees from vertical, butt down.5 Major axis 45degrees from vertical, muzzle down. <p>After each drop, the primed cartridge case will be inspected to ensure it has to remain un-fired. If the primed cartridge has been fired, the test will be considered a failure. Product need to pass all five drop test to be successful on this test criteria.</p>		<p>Results (P/F):</p> <p>Drop 1:</p> <p>Drop 2:</p> <p>Drop 3:</p> <p>Drop 4:</p> <p>Drop 5:</p>
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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. 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.

5.1.2 Additional Certifications Required with the Bid

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 procurement 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.

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 Requirement

The Contractor must provide 40 x 46 mm single shot launchers in accordance with Annex A: Statement of Requirement.

6.2.1 Optional quantities

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex B: Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received no more than 90 days after contract award.

6.4.2 Delivery Points

Delivery of the requirement will be made to the consignee identified at Article 6.14

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-François Caty or designate
Public Services and Procurement Canada
Place du Portage, Phase III, 8C2
11 Laurier Street, Gatineau, Quebec
Telephone: (819) 420-1752
E-mail: jean-françois.caty@tpgsc-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.

6.5.2 Project Authority

The Procurement Authority will be identified upon Contract award.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority will be identified upon Contract award.

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.

6.5.4 Contractor's Representative

Name: ___
Title: ___
Organization: ___
Address: ___
Telephone: _-_-
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price (See Annex B-Basis of Payment). 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.

6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.6.3 Single Payment

SACC Manual H1000C (2008-05-12), Single Payment

6.6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax. - Foreign-based Contractor
C2611C (2007-11-30) Customs Duties - Contractor Importer

G1005C (2016-01-28) Insurance

6.6.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Correctional Services Canada
340 Laurier Ave. West, Ottawa, ON, KIA OP9
Attn: TBA

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

- c. One (1) copy must be forwarded to the consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 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) the general conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____

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6.11 SACC Manual Clauses

A9131C (2014-11-27) Controlled Goods Program - Contract
B7500C (2006-06-16) Excess Goods
D2025C (2017-08-17) Wood Packaging Materials
D5328C (2014-06-26) Delivery, Inspection and Acceptance
D5545C (2010-08-16) ISO 9001: 2008-Quality Management Systems-Requirements (QAC C)
D6010C (2007-11-30) Palletization
D9002C (2007-11-30) Incomplete Assemblies

6.12 Right to Translate and Reproduce

The Contractor gives Canada the right to translate and reproduce, for government purposes, any or part of any publication provided under the Contract.

6.13 Preparation for Delivery

The Contractor must package all items in quantities of one (1) per package.

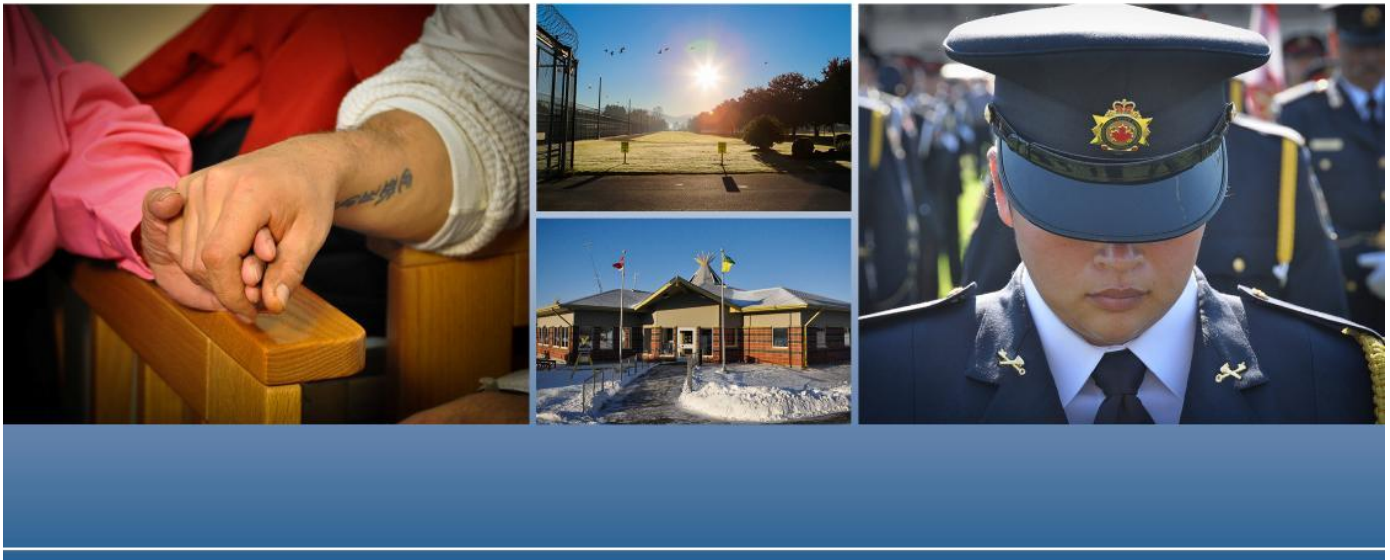
6.14 Consignee

4732 Cemetery Road,
P.O. Box 1600
Agassiz, British Columbia
V0M 1A0
Attn: FARSKY, Chris
604-796-1596

ANNEX "A": STATEMENT OF REQUIREMENT

CORRECTIONAL SERVICE CANADA

CHANGING LIVES. PROTECTING CANADIANS.



40 mm Single Shot Launcher

STATEMENT OF REQUIREMENT

REQUIREMENTS

CSC 40 x 46 mm Single Shot Launcher Requirements

Correctional Service Canada (hereafter referred to as CSC) is seeking to acquire 40 x 46 mm single shot launchers. This document is designed to provide the statement of requirements with respect to this device which details the characteristics and technical specifications being sought in view of the anticipated operational requirements.

Low Velocity 40 x 46 mm Single Shot Launcher

A top loading, break action, low velocity single shot 40 x 46 mm caliber launcher consisting of a receiver, barrel and stock assembly is being sought.

Specifications:

M1: The low velocity single shot launcher must be chambered for Low Velocity (LV) 40 x 46 mm munitions with the capability of firing most commonly manufactured 40 mm less lethal and chemical munitions used in military and law enforcement applications.

M2: The launcher must be in current use within military or law enforcement circles, having completed 5 years of military or law enforcement trials

M3: The launcher's design, must be reliable for operations within a temperature range of -40° C to 71° C.

M4 and M5: The launcher must be capable of providing an acceptable level of accuracy to CSC. The accuracy testing is outlined in attachment 2 CSC Evaluation trials - criteria M4 and M5.

M6: The launcher must be equipped with a user serviceable MIL-SPEC collapsible AR-15 (multi-position) style stock and A2 style pistol grip, and be compatible with other industry standard MIL-SPEC AR-15 stocks and grips.

M7: The launcher must be equipped with an ambidextrous single point sling mount that is compatible with an H&K style snap hook or "MASH hook"

M8: The launcher must feature a double action trigger mechanism must be so designed to be self-resetting to allow for double strike capability with no need to re-cock or re-activate the firing mechanism; the trigger pull weight must be between a minimum of 1.8kgs (18 newtons) and a maximum of 6.11kgs (60 newtons).

M9: The launcher must feature a top loading; break action barrel assembly having a barrel length of 280 mm to 410 mm measured from the breech face to the end of the barrel (includes chamber area).

M10: The launcher must have an ambidextrous break action release that is easily operated with one hand.

M11: The launcher's main body and barrel must be manufactured of metal with a hard protective coating with a matte black finish. The MIL-SPEC collapsible AR-15 (multi-position) style stock and A2 style pistol grip can be made of any durable material. All accessories mounted the main body must be mechanically mounted with screws, bolts or clips.

M12: The launcher's bare empty weight (no mount or other accessory items) must not exceed 2900g.

M13: The launcher breech face must have a user replaceable firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.

M14: The launcher must have four (4) MIL-STD aluminum alloy Picatinny rails. These four rails must be mounted in the three (3), six (6), nine (9) and twelve (12) o'clock position. The twelve (12) o'clock Picatinny rail must extend the full length of the barrel (or as close as possible, exceptions due to design will be considered). The three (3), six (6), nine (9) o'clock positions must be a minimum of 76mm in length to allow accessories such as a vertical grip or a weapon light to be affixed.

M15: The Contractor must have an authorized retailer, distributor, repair facility or the ability to handle the importing and exporting of the launchers for the purpose to manage any Warranty/Repair services directly with the Original Equipment Manufacturer.

M20: The launcher must pass the drop test as described in attachment 2: CSC Evaluation trial, criterion M20.

Accessories

M16: The Contractor must provide a list of optional accessories which may be used with or attached to the launcher. The accessory list and cost of the items must form part of the bid package, but the prices will not be evaluated as part of the financial bid. An example of accessories would be maintenance items, standalone stock module or various stock configurations for riot or other specific needs, sight options etc.

Parts, Documentation, and Armourer Training

M17: Any maintenance or necessary parts must be made available to the CSC National Armoury. A list of available parts, cost, and recommended spares parts for use of 100 rounds per year, must form part of the bid package, but the prices will not be evaluated as part of the financial bid.

M18: Each launcher must be supplied with a user manual as well as a service manual, either in print or electronically on a flash drive, in both English and French.

M19: Armourer training for up to Fifteen (15) candidates, with the cost and available training dates following contract award, must also be quoted. This training should preferably be made available within 90 days of contract award. This training can be delivered at either a CSC facility in Kingston or other facility arranged by the vendor/ manufacturer within 100 kilometers of Kingston or Ottawa, Ontario. The contractor shall be responsible for all travel and related expenses incurred by their personnel associated with this training.

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ANNEX "B" BASIS OF PAYMENT

Please fill in the table below Delivery Duty Paid (DDP). Prices are in Canadian Dollars. Applicable taxes are extra and must be shown separately.

Items	OEM	Description	Delivery required	Qty.	Unit Price	Extended price
0		40mm Single-Shot Launcher	60 days after being contacted by the Contracting Authority	2	\$ _____	\$ _____
					Total Samples	\$ _____
Firm Year 1						
1a		40mm Single-Shot Launcher	90 days after Contract award	250	\$ _____	\$ _____
1b		Operator/Maintenance Manual				
		English	90 days after Contract award	250	\$ _____	\$ _____
		French	90 days after Contract award	250	\$ _____	\$ _____
1c		Cours de formation pour armurier	90 days after Contract award	15	\$ _____	\$ _____
					Total Year 1	\$ _____

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Option Year 1				
2a	40mm Single-Shot Launcher	TBD	250	\$ _____
2b	Operator/Maintenance Manual			
	English	TBD	250	\$ _____
	French	TBD	250	\$ _____
			Total Option year 1	\$ _____
Option Year 2				
3a	40mm Single-Shot Launcher	TBD	250	\$ _____
3b	Operator/Maintenance Manual			
	English	TBD	250	\$ _____
	French	TBD	250	\$ _____
			Total Option year 2	\$ _____
Option Year 3				

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4a	40mm Single-Shot Launcher	TBD	250	\$ _____
4b	Operator/Maintenance Manual			
	English	TBD	250	\$ _____
	French	TBD	250	\$ _____
	Total Option year 3			\$ _____
	Bid total (CAD) (Samples+ Firm year 1 + 3 optional years)			
				\$ _____
	Custom Duties			
	Estimated			
	Applicables Taxes (13%)			
				\$ _____

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);