



**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 40x46mm Single Shot Launcher	
Solicitation No. - N° de l'invitation M7594-206549/A	Date 2020-12-03
Client Reference No. - N° de référence du client M7594-206549	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-015-28002	
File No. - N° de dossier 015bm.M7594-206549	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2020-12-23 Heure Normale du l'Est HNE	
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: Cadotte (bm div), John	Buyer Id - Id de l'acheteur 015bm
Telephone No. - N° de téléphone (819) 639-5862 ()	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 – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Client Ref. No. - N° de réf. du client
M7594-206549

Amd. No. - N° de la modif.
File No. - N° du dossier
015bm.M7594-206549

Buyer ID - Id de l'acheteur
015bm
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

N/A

1.2 Statement of Work

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 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

Note: Bidders must submit their bids electronically in accordance with section 08 of the 2003 standard 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: 360 days

2.1.1 SACC Manual Clauses

[B3000T](#) (2006-06-16), Equivalent Products

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.

Note: Bidders must submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.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.

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

2.3 Former Public Servant

N/A

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

The Bidder must submit its bid electronically 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: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Delivery Duty Paid, Canadian customs duties and excise taxes included.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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 (PBCP)

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, 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 PBCP 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 (2020-05-28) 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.

4.1.1.2 (2018-03-13) 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 will 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 (2018-03-13) 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 PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, 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 must 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 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 (2018-03-13) 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.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex A.

The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (^{PB}). Mandatory technical criteria not identified by the superscript (^{PB}) will not be subject to the Phased Bid Compliance Process.

4.2 Basis of Selection

4.2.1 Basis of Selection for items 001-T – 002-T detailed in Annex B – Basis of Payment

A bid must comply with the requirements of the Request for Proposal and meet all mandatory technical evaluation criteria identified in paragraph A1.0 of Annex A, to be declared responsive. The five (5) responsive bids with the lowest evaluated price will be recommended for award of a contract. The Crown reserves the right to award additional contract(s) for items 001T – 002T detailed in Annex B – Basis of Payment, to bidders who have complied with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria identified in Annex A, on a case by case basis.

4.2.2 Basis of Selection for items 001-C – 005-C detailed in Annex B – Basis of Payment

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

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/programs/employment-equity/federal-contractor-program.html#) 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

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

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B 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](#) (2020-05-28), 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 on or before _____ (*insert the date*).

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: [John Cadotte](#)

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Land & Aerospace Equipment Procurement Support Sector

Address: 11 Laurier Street

Gatineau, Quebec K1A0S5

Telephone: 819-420-1751

E-mail address: john.cadotte@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

<u>General Enquiries</u>	<u>Delivery Follow-up</u>
Name: _____	Name: _____
Telephone No. _____	Telephone No. _____
Facsimile No. _____	Facsimile No. _____
E-mail address: _____	E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

N/A

6.7 Payment

6.7.1 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(s) 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

6.7.3 SACC Manual Clauses

H4500C (2010-01-11) Lien – Section 427 of the Bank Act

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 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.

6.8.2 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.
- (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.

6.9 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 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

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

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) the general conditions [2010A](#) (2020-05-28), Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Defence Contract

N/A

6.13 SACC Manual Clauses

- [B7500C](#) (2006-06-16) Excess Goods
- [D9002C](#) (2007-11-30) Incomplete Assemblies
- [D2001C](#) (2007-11-30) Labelling
- [D2025C](#) (2017-08-17) Wood packaging materials

6.14 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](#)".

6.15 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (RCMP Ottawa, Ontario per Annex B) Incoterms 2000 for shipments from a commercial contractor.

ANNEX "A"

STATEMENT OF WORK

1.0 RCMP 40 x 46 mm Single Shot Launcher Module Requirements

The Royal Canadian Mounted Police (hereafter referred to as the RCMP) is seeking to acquire a compact 40 x 46 mm single shot launcher module, which will serve as the national standard for the RCMP. This document is designed to provide a statement of requirement with respect to this device which details the characteristics and technical specifications being sought in view of the anticipated operational parameters. The RCMP's program requirement is approximately 6000-7000 launchers which will be procured over the course of this contract and potentially future directed procurements.

1.1 Compact Low Velocity 40 x 46 mm Launcher Module

A side loading compact low velocity single shot 40 x 46 mm caliber module consisting of a receiver and barrel assembly, H&K 40mm Single Shot Launcher Model 269 or equivalent (as per Annex A), is being sought. A side loading barrel design is required to allow ease of loading while in a firing position (without the need to change the sight line to the intended target).

Specifications

- 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.
- Must be a launcher module (herein referred to as module) in current use within military or law enforcement circles, having completed 5-years of military or law enforcement trials.
- Module must function with 100% reliability within a temperature range of -40° C to 71° C.
- Module must feature an integral pistol grip having an external ambidextrous safety lever, where manipulating the lever down places the module in a firing position and manipulating the lever up places the module in the safe position, easily accessed from either side while grasping said grip.
- Module must have a minimum of three safety features of which one must be a manual safety, a trigger safety (trigger will not function unless barrel is locked in place), hammer/firing pin safety (prevent operation of the hammer/firing pin in the event launcher is dropped).
- Module must feature a double action mode of fire having a smooth and predictable release; 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; maximum trigger pull weight should not exceed 60 Newton's.

-
- Module must feature a spring actuated, side loading barrel assembly having a barrel length tolerance of 285 mm to 300 mm measured from the breech face to the end of the barrel (includes chamber area).
 - Module must feature the ability to install the spring activated, side loading barrel so that it can be modified to be opened to the left or right.
 - The barrel rifling must consist of 12 land and grooves, to specifically work with plastic rifling bands.
 - The barrel must be made of metals and coated to prevent deterioration from the use of multiple ammunition types, over extended firings.
 - The barrel release must be ambidextrous, be located within easy reach of the trigger finger or firing hand, not require two hands to manipulate, i.e. can be manipulated using a strong hand grip only, (must be within the confines of the trigger guard).
 - The external muzzle end of the barrel must feature a threaded portion to allow accessories such as a launching cup to be affixed via a threaded interface arrangement.
 - Module external dimension with no optic or stock assembly must not exceed 350 mm Length x 99 mm Width x 168 mm Height.
 - Launcher bare weight (no mount or other accessory items) must not exceed 1370 g.
 - The module must be manufactured of high strength aluminum with a hard coat anodized matte black finish.
 - Module housing must be so designed to allow various options with respect to mounting accessories, i.e. sights, weapon mounting options, stand-alone stock configurations etc. Module breech face must use a firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.
 - Module breech face must use a firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.
 - Module must feature an integral MIL-STD (Picatinny) rail forward of the trigger guard to allow accessories such as a vertical grip to be affixed. This rail section must have a minimum length of 45 mm and feature a minimum of four (4) rail slots.
 - The module must be supplied by an authorized retailer within Canada who must be able to manage any Warranty/Repair services direct to the Original Equipment Manufacturer.

2.0 Accessories

The vendor must provide a list of optional accessories which may be used with or attached to the launcher module. The accessory list and cost of the items must form part of the bid package. An example of accessories would be maintenance items, standalone stock module or various stock configurations for riot or other specific needs, sight options etc.

- Standalone stock interface, also allows optic mounting etc.
- Optic
- Optic Mount
- Flashlight Mount
- Stock, stock/receiver extension and nut
- Vertical grip
- Back-Up iron sights front and rear
- Muzzle/thread cover and retaining ring
- Rail covers
- Angle/cosine indicator and mount

3.0 Parts and Armourer Training

Any maintenance or necessary parts must be made available to the RCMP armoury. A list of available parts, cost, and recommended spares must form part of the bid package.

Armourer training for approximately 16 candidates (8 in each location), 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. The RCMP has two armoury locations, one in Ottawa, Ontario and another in Regina, Saskatchewan.

Appendix 1 - Annex A MANDATORY EVALUATION CRITERIA

1.0 Documentation ^{PB}

The Bidder must provide documentation (example instrument specification, publication, and documented data) demonstrating that their proposed products meet all the technical specifications detailed below. When published documentation does not demonstrate compliance, a written narrative demonstrating compliance will be accepted. Canada reserves the right to verify any and all information. ^{PB}

#	Mandatory Specification	SUBSTANTIATE IN DETAIL HOW THIS REQUIREMENT IS MET OR CROSS REFERENCE TO TECHNICAL OFFER (PAGE & PARAGRAPH)
M1	A side loading compact low velocity single shot 40 x 46 mm caliber module consisting of a receiver and barrel assembly is being sought. A side loading barrel design is required to allow ease of loading while in a firing position (without the need to change the sight line to the intended target).	
M2	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.	
M3	Must be a launcher module (herein referred to as module) in current use within military or law enforcement circles, having completed 5 years of military or law enforcement trials.	
M4	Module must function with 100% reliably within a temperature range of -40° C to 71° C.	
M5	Module must feature an integral pistol grip having an external ambidextrous safety lever easily accessed from either side while grasping said grip, where manipulating the lever down places the module in a firing position and manipulating the lever up places the module in the safe position, easily accessed from either side while grasping said grip.	

M6	Module must have a minimum of three safety features of which one must be a manual safety, a trigger safety (trigger will not function unless barrel is locked in place), hammer/firing pin safety (prevent operation of the hammer/firing pin in the event launcher is dropped).	
M7	The barrel rifling must consist of 12 land and grooves, to specifically work with plastic rifling bands.	
M8	The barrel must be made of metals and coated to prevent deterioration from the use of multiple ammunition types, over extended firings.	
M9	Module must feature a double action mode of fire having a smooth and predictable release; 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; maximum trigger pull weight should not exceed 60 Newton's.	
M10	Module must feature a spring actuated, side loading barrel assembly having a barrel length tolerance of 285 mm to 300 mm measured from the breech face to the end of the barrel (includes chamber area).	
M11	Module must feature the ability to install the spring activated, side loading barrel so that it can be modified to be opened to the left or right.	
M12	The barrel release must be ambidextrous, be located within easy reach of the trigger finger or firing hand, not require two hands to manipulate, i.e. can be manipulated using a strong hand grip only, (must be within the confines of the trigger guard).	
M13	The external muzzle end of the barrel must feature a threaded portion to allow accessories such as a launching cup to be affixed via a threaded interface arrangement.	
M14	Module external dimension with no optic or stock assembly must not exceed 350 mm Length x 99 mm Width x 168 mm Height.	
M15	Launcher bare weight (no mount or other accessory items) must not exceed 1370g.	
M16	The module must be manufactured of high strength aluminum with a hard coat anodized matte black finish.	

M17	Module housing must be so designed to allow various options with respect to mounting accessories i.e. sights, weapon mounting options, stand-alone stock configurations etc. Module breech face must use a firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.	
M18	Module breech face must use a firing pin bushing which may be replaced in the event that the firing pin through hole becomes worn or damaged.	
M19	Module must feature an integral MIL-STD (Picatinny) rail forward of the trigger guard to allow accessories such as a vertical grip to be affixed. This rail section must have a minimum length of 45 mm and feature a minimum of four (4) rail slots.	
M20	The module must be supplied by an authorized retailer within Canada who must be able to manage any Warranty/Repair services direct to the Original Equipment Manufacturer.	

2.0 Trials

In addition to the documentation found in product brochures and written narratives, Canada intends to perform the following physical tests:

- M4 - tested in RCMP armourer shop - environmental chamber
- M5 - physical inspection
- M6 - physical inspection
- M7 - physical inspection
- M8 - physical inspection
- M9 - tested in RCMP armourer shop - trigger scan
- M10 - physical measurement
- M11 - physical inspection
- M12 - physical inspection
- M13 - physical inspection
- M14 - physical measurement
- M15 - physical weighing
- M16 - physical inspection
- M17 - physical inspection
- M18 - physical inspection
- M19 - physical measurement

Solicitation No. - N° de l'invitation
M7594-206549/A
Client Ref. No. - N° de réf. du client
M7594-206549

Amd. No. - N° de la modif.
File No. - N° du dossier
015bm.M7594-206549

Buyer ID - Id de l'acheteur
015bm
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

BID WILL BE SUBMITTED IN: _____ **(NAME OF CURRENCY)**

1A. FIRM REQUIREMENT (TRIALS).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
001-T	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	1	\$	\$
Total A				\$

1B. OPTIONAL PROCUREMENT (TRIALS).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
002-T	Training in accordance with Section 3.0 of Annex A.	1	\$	\$
Total B				\$

1C. YEAR 1 - FIRM REQUIREMENT

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
001-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	128	\$	\$
Total C				\$

Solicitation No. - N° de l'invitation
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M7594-206549

Amd. No. - N° de la modif.
File No. - N° du dossier
015bm.M7594-206549

Buyer ID - Id de l'acheteur
015bm
CCC No./N° CCC - FMS No./N° VME

1D. YEAR 1 - OPTION (TO BE EXERCISED: 6 MONTHS FROM CONTRACT AWARD TO MARCH 31, 2022).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
002-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	Up to 1000	\$	\$
Total D				\$

1E. YEAR 2 - OPTION (TO BE EXERCISED: APRIL 01, 2022 TO MARCH 31, 2023).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
003-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	Up to 1000	\$	\$
Total E				\$

1F. YEAR 3 - OPTION (TO BE EXERCISED: APRIL 01, 2023 TO MARCH 31, 2024).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
004-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	Up to 1000	\$	\$
Total F				\$

Solicitation No. - N° de l'invitation
M7594-206549/A
Client Ref. No. - N° de réf. du client
M7594-206549

Amd. No. - N° de la modif.
File No. - N° du dossier
015bm.M7594-206549

Buyer ID - Id de l'acheteur
015bm
CCC No./N° CCC - FMS No./N° VME

1G. YEAR 4 - OPTION (TO BE EXERCISED: APRIL 01, 2024 TO MARCH 31, 2025).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
005-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	Up to 1000	\$	\$
Total G				\$

1H. YEAR 5 - OPTION (TO BE EXERCISED: APRIL 01, 2025 TO MARCH 31, 2026).

Item	Description	Qty	Unit Price	Extended Price (PSPC to complete)
006-C	Part # 211470 – Heckler & Koch Model 269 - 40 x 46 mm Single Shot Compact Launcher or EQUIVALENT in accordance with Annex A. If applicable: EQUIVALENT Model Name _____ EQUIVALENT Part Number _____	Up to 1000	\$	\$
Total H				\$

2. Total Evaluated Price (PSPC to complete) = Total 1C + Total 1D + Total 1E + Total 1F + Total 1G + Total 1H = \$ _____

Delivery Address

RCMP Armourer Section Ottawa
1426 St. Joseph Blvd.
Ottawa, Ontario,
K1A 0R2

Solicitation No. - N° de l'invitation
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M7594-206549

Amd. No. - N° de la modif.
File No. - N° du dossier
015bm.M7594-206549

Buyer ID - Id de l'acheteur
015bm
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE 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)

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)