



**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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Munitions Division (BK) / Division des munitions (BK)

11 Laurier St./11, rue Laurier

8C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> OC Spray	
<b>Solicitation No. - N° de l'invitation</b> 47419-221919/A	<b>Date</b> 2021-02-04
<b>Client Reference No. - N° de référence du client</b> 47419-221919	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BK-370-28088	
<b>File No. - N° de dossier</b> 370bk.47419-221919	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-03-17</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ruest(370BK), Joanne	<b>Buyer Id - Id de l'acheteur</b> 370bk
<b>Telephone No. - N° de téléphone</b> (819) 360-7799 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Buyer ID - Id de l'acheteur  
370BK  
CCC No./N° CCC - FMS No./N° VME

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**List of Annexes:**

Annex A	Requirement/Basis of Payment/Quantities/Addresses
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Annex C	Federal Contractors Program for Employment Equity – Certification

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement associated with this requirement.

### 1.2 Requirement

The Canada Border Services Agency (CBSA) has a requirement for the supply of Defensive Capsicum Oleoresin (OC) Spray refer to Annex 'A' – Requirement.

Delivery of the requirement will be made to the CBSA National Warehouse located at:

Canada Border Services Agency (CBSA)  
National Warehouse Rigaud  
475, chemin de la Grande Ligne – Dock 2  
Rigaud, Québec J0P 1P0  
Attn: Supervisor Logistics Services  
[Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca](mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca)

### 1.3 Phased Submission Compliance Process

The phased submission compliance process applies to this requirement.

### 1.4 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.

### 1.5 epost Connect Service

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

## PART 2 - BIDDER INSTRUCTIONS

***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.

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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: Sixty (60) days

Insert: One hundred and eighty **(180) days**

### 2.1.1 **SACC Manual Clauses**

B1000T (2014-06-26) Condition of Material.

### 2.2 **Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page one (1) of the bid solicitation.

Due to the nature of the Request for Proposal, transmission of bids by email to PWGSC will not be accepted.

**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](mailto: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.

The Bidder must provide three (3) sample of the **Defensive Oleoresin Capsicum (OC) Spray** being offered that will be subject to a technical/performance evaluation as indicated at Article 4.1.2.

The sample canisters must be sent to the following address, by the date, time and place indicated on page one (1) of the Request for Proposal:

Canada Border Services Agency  
National Warehouse Rigaud  
475, chemin de la Grande Ligne  
Dock 2  
Rigaud, Quebec  
J0P 1P0  
Attn: Nathalie Banville  
Tel : 514-245-7349

Once the samples have been shipped, the Bidder must provide, in writing, to the Contracting Authority at 6.6.1 all of the following information:

- a) Name of the supplier submitting the sample rounds;
- b) Name of the shipment carrier;
- c) Tracking number;
- d) Date the shipment left the supplier's facility; and
- e) Estimated date of arrival at the address indicated above.

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Only the sample canisters should be sent to the foregoing address (475, chemin de la Grande Ligne). The Technical Bid, Financial Bid and Certifications must be sent to Bid Receiving Unit using the epost Connect service. If the Technical Bid, Financial Bid and Certifications are not received by Bid Receiving Unit using the epost Connect service by the date and time on page one (1) of the RFP, the bid will be deemed non-compliant even if the sample rounds are delivered on time to the foregoing address (475, chemin de la Grande Ligne). Samples will not be returned to the bidder, they will remain as property of Canada.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

## **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.

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## **Section I: Technical Bid**

In their technical bid, Bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work as per Annex B.

## **Section II: Financial Bid**

Bidders should submit their financial bid in accordance with the Basis of Payment and Annex A. The total amount of Applicable Taxes should be shown separately.

Bidders must submit their financial bid DDP – Delivery Duty Paid Incoterms 2000.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, Identify the Electronic Payment method.

Please select method(s):

- ☐ Direct Deposit (Domestic and International);
- ☐ Wire Transfer (International Only).

If 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 SACC Manual Clauses**

[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. Not all members of the evaluation team will necessarily participate in all aspects of the bid evaluation.
- (c) The evaluation will be conducted in stages:
  - (i) Stage I: Paper Evaluation (Article 4.1.2.2 of the solicitation)
  - (ii) Stage II: Sample Performance Evaluation (Article 4.1.2.3 of the solicitation)
  - (iii) Stage III: Financial Evaluation (Refer to Article 4.1.2.4 of the solicitation)

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#### **4.1.1 Phased Bid Compliance Process**

##### **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.

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- (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

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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.

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- (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.

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 Technical Evaluation

**The following mandatory technical requirements are subject to the Phased Bid Compliance Process:**

- 1) The submission and evaluation of the documentation submitted by bidders for the Stage 1 – Paper Evaluation
- 2) The submission of samples for the Stage 2 – Sample Performance Evaluation.

The evaluation of the Samples submitted for Stage 2 – Sample Performance Evaluation will not be subject to the Phased Bid Compliance Process. Therefore, rejection of these Samples will automatically result in the bid being declared non-responsive.

##### 4.1.2.2 Stage I: Paper Evaluation

###### 4.1.2.2.1 Technical Evaluation Criteria - Documentation:

To complete the Stage I Technical Evaluation, in order to confirm a bidder's capability of meeting the mandatory technical requirements, bidders must provide product literature and/or Manufacturer test data indicating that their product meets the Stage I Technical Requirements as detailed in Annex B Statement of Requirement (Paper Evaluation).

Bidders who provide documentation for Stage I – Mandatory Technical Evaluation, and are found to have met all of the mandatory technical requirement(s), will advance to Stage II Sample Performance Evaluation.

Failure to meet the mandatory technical requirements identified in Stage I will result in the bid being declared non-responsive.

##### 4.1.2.3 Stage II: Sample Performance Evaluation

###### 4.1.2.3.1 Mandatory Technical Criteria – Samples

To complete the Stage II Sample Performance Evaluation in order to confirm a bidder's capability of meeting the mandatory technical requirement(s), sample(s) of the following item will be required:

<u>Item</u>	<u>Quantity</u>
<b>Defensive Capsicum Oleoresin (OC) Spray</b>	<b>3</b>

The Bidder must ensure that the required samples have been manufactured in accordance with the mandatory technical criteria as outlined in Annex B – Statement of Requirement and are fully representative of the bid submitted.

Rejection of the sample(s) for not meeting all of the mandatory technical requirements of Stage II – Sample Performance Evaluation, will result in the bid being declared non-responsive

###### 4.1.2.3.2 Mandatory Technical Evaluation – Samples – General Information

The samples required for Stage II – Sample Performance Evaluation **must be submitted with the bid**. (Refer to Article 2.2 – Submission of Bids, of the Request for Proposal (RFP) for specific instructions for the submission of the samples).

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The sample(s) must be packaged in accordance with standard commercial packaging or military equivalent to ensure safe arrival at destination. The sample submission must be clearly identified with the following information:

- (a) Solicitation number
- (b) Name of the bidder submitting the sample
- (c) Part number or product code

Bidders must deliver the required sample(s) at no cost to Canada. The sample(s) submitted by the Bidders will remain the property of Canada.

#### **4.1.2.4 Financial Evaluation**

Bidders must submit their financial bid DDP - Delivery Duty Paid - Incoterms 2000

Bidders must submit their financial bid in Canadian Dollars, in accordance with the Basis of Payment and Annex A. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) should be shown separately, if applicable. No foreign currency will be accepted and will be deemed non-responsive.

#### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory Technical evaluation criteria (Annex B) to be declared responsive.

Bids will be evaluated based on the overall price in Annex A, including the initial contract period and the option periods, GST and HST excluded.

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

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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## 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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Traceability

The bidder certifies that it or its supplier is legally entitled to manufacture the items detailed in the Annex A – Requirement and Basis of Payment.

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Authorized Signature

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Date (D/M/Y)



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## 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 Canada Border Services Agency (CBSA) has a requirement for Defensive Capsicum Oleoresin (OC) Spray for use by Border Service Officers. Refer to Annex "A" – Requirement/Basis of Payment and Annex B "Statement of Requirement".

Delivery of the goods will be to the CBSA National Warehouse located at:

Canada Border Services Agency  
National Warehouse Rigaud  
475, chemin de la Grande Ligne – Dock 2  
Rigaud, Québec  
J0P 1P0  
Attn: Supervisor Logistics Services  
[Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca](mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca)

#### 6.2.1 Optional Quantities

The Contractor grants to Canada **four (4) one (1) year** irrevocable options to acquire **Defensive Capsicum Oleoresin (OC) Spray** in accordance with Annexes A and B under the same terms and conditions and at the prices in the resulting contract.

The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a single contract amendment per option.

### 6.3 Approval Documents and Export Licenses

The Contractor must apply for all necessary Governmental and other approval documents, including but not limited to Export Licenses, to deliver the goods to the consignee(s) within seven (7) days after receipt of the contract and, if applicable, receipt of Canadian End-User Certificate, Canadian International Import Certificate and/or Annual Explosive Importation Permit. The Contractor must provide a copy of the application(s) above to the Contracting Authority within seven (7) days of the date of the application(s). Furthermore, the Contractor must provide the Contracting Authority with a copy of available documentation from all Governmental and other approval document authorities regarding the status of all approval document applications within two (2) weeks of the Contracting Authority's request



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## 6.4 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.

### 6.4.1 General Conditions

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

## 6.5 Period of the Contract

The period of the Contract is from Contract Award date to 31 March, 2022 inclusive.

### 6.5.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (to be inserted at Contract Award).

### 6.5.2 Delivery Points

Delivery of the requirement will be made to the CBSA National Warehouse located at:

Canada Border Services Agency  
National Warehouse Rigaud  
475, chemin de la Grande Ligne – Dock 2  
Rigaud, Québec  
J0P 1P0  
Attn: Supervisor Logistics Services  
[Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca](mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca)

## 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Joanne Ruest or Designate  
Title: Contracting Authority  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: EMTSPD  
Address: 11 rue Laurier, Gatineau, Québec, K1A0S5  
Telephone: 819-360-7799  
E-mail adresse: [joanne.ruest@tpsgc-pwgsc.gc.ca](mailto:joanne.ruest@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.

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**6.6.2 Project Authority for the CBSA**

Name: (To be inserted at contract award)

Title:

Organization:

Telephone:

E-mail address:

The Project Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the administration of the project in relation to the deliveries, exercising of the options, etc. under the Contract. Project matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Contract Amendment issued by the Contracting Authority.

**6.6.3 Technical Authority: (to be inserted at contract award)**

Name:

Title:

Organization:

Telephone No:

E-mail address:

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.

**6.6.4 Contractor's Representative: (To be inserted at contract award)**

General Enquiries

Name:

Telephone No:

Facsimile No:

e-mail address:

**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 firm unit prices totaling \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

DDP - Delivered Duty Paid to consignees (Incoterms 2000) as per Annex A.

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## 6.7.2 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor (if applicable)

H1001C (2008-05-12) Multiple Payments

C6000C (2017-08-17) Limitation of Price

## 6.8 Invoicing Instructions:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
3. Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.
4. The Contractor will submit invoices on its own form, which will include;
  - a. the date; deliverable and/or description of the work;
  - b. the Contractor business number and address;
  - c. Contract number, CBSA Reference Number. A contract number is 10 numeric digits long on a CBSA-issued contract or up to 17 characters for a PWGSC contract, Procurement Business Number (PBN);
  - d. If no contract number, a commitment number provided by your CBSA client is required;
  - e. Invoice number;
  - f. Items, quantity, unit of issue, unit price, fixed time labor rates and level of effort, in accordance with the basis of payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST);
  - g. The unit price and/or rate on the Invoice must correspond to the ones specified within the contract;
  - h. Deductions for holdback, if applicable;
  - i. The method of shipment together with date and reference numbers, shipment charges and any other additional charges, if applicable;
  - j. The GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices; and
  - k. All invoices must be in the CAD currency as identified within the contract.
5. The Contractor will not submit an invoice prior to delivery of the work to which it relates.
6. Each invoice must include Contract file number **47419-221919**

All invoices must be submitted using one of the following methods (only one copy of the Invoice should be sent to the Agency);

- A. E-MAIL** (preferred method): Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned. [vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting Invoices and for payment status inquiries.

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**B. MAIL**

Canada Border Services Agency  
NIRU-UNRF  
105 McGill Street, Piece 260-01, 2nd floor  
Montreal, QC H2Y 2E7

An electronic copy of the Invoice must also be sent to the following email addresses:

[Defensive\\_Equipment\\_Support\\_Soutien\\_Pour\\_Equipement\\_Defense@cbsa-asfc.gc.ca](mailto:Defensive_Equipment_Support_Soutien_Pour_Equipement_Defense@cbsa-asfc.gc.ca)

and

[Joanne.Ruest@pwgsc.gc.ca](mailto:Joanne.Ruest@pwgsc.gc.ca) (Contracting Authority)

**Direct Deposit:** The Government of Canada has phased out federal government cheques; Businesses that supply goods and services to the Government of Canada are required to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

7. The CBSA Project Authority's paying office (National Invoice Reception Unit) will send the invoices to the CBSA Project Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action.

8. Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.

9. If Canada disputes an Invoice for any reason. Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoices and are otherwise due and payable under the Contract.

10. Notwithstanding the foregoing, the provisions of "Interest on Overdue Accounts". Section 16 of 2010A General Conditions will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as "received" for the purpose of the "Method of Payment" clause of the Contract.

**6.8.1 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. Wire Transfer (International Only);

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## **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 wordings 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) 2010A (2020-05-28) General Conditions - Goods (Medium Complexity),
- (c) Annex A – Requirement/Basis of Payment, Quantities & Addresses,
- (d) Annex B – Statement of Requirement,
- (e) Annex C - Federal Contractors Program for Employment Equity – Certification
- (f) The Contractor's bid dated: \_\_\_\_\_ . (to be inserted at Contract Award)

### **6.12 SACC Manual Clauses**

<u>A9006C</u> (2012-07-06)	Defence Contract
<u>B7500C</u> (2006-06-16)	Excess Goods
<u>C2611C</u> (2007-11-30)	Customs Duties - Contractor Importer
<u>D2025C</u> (2017-08-17)	Wood Packaging Materials
<u>D3010C</u> (2016-01-28)	Delivery of Dangerous Goods/Hazardous Products
<u>D3014C</u> (2007-11-30)	Transportation of Dangerous Goods/Hazardous
<u>D3015C</u> (2014-09-25)	Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance

### **6.13 Inspection**

Inspection to be carried out by Consignee at Destination.

### **6.14 Packaging**

Packaging is to be in accordance with standard commercial packaging to ensure safe arrival of goods at destination.

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#### **6.15 Packaging Markings Instructions**

A packing slip shall be enclosed showing the contents of each shipment.  
The contractor shall also identify clearly on the outside of each box the following items:

- Material Master Number – 80000256
- Quantity contained in the box
- Contract Number

#### **6.16 Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified at Annex A of the Contract and delivered:

Delivered Duty Paid (DDP), Incoterms 2000 for shipments from a commercial contractor. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

The Contractor must deliver the goods to the location shown in Annex A. The Contractor or its carrier must arrange delivery appointments by contacting the appropriate location shown in accordance with Annex A. The Consignee may refuse shipments when prior arrangements have not been made.

#### **6.17 Insurance Requirements**

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

ANNEX A - Requirement/Basis of Payment/Requirement Quantities & Addresses

Initial Contract Period: (Contract Award to 31 March, 2022)

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
Defensive Oleoresin Capsicum (OC) Spray	Delivery is requested on <b>1 July, 2021</b>  (Should the requested delivery date indicated above be impossible to meet, the Bidder is to offer their very best delivery date)	<b>7,000</b> Units of Defensive OC Spray			CBSA National Warehouse located at: Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grande Ligne – Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services <a href="mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca">Que-Rigaud-Stock-Control@cbsa- asfc.gc.ca</a>	Canada Border Services Agency National Invoice Reception Unit 105 McGill Street, 260-01 Montréal, QC H2Y 2E7 <a href="mailto:Vendors-fournisseurs@cbsa-asfc.gc.ca">Vendors-fournisseurs@cbsa- asfc.gc.ca</a>
				Total:		
				(plus applicable taxes)		

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**OPTION PERIOD YEAR ONE (1) - (to be inserted at option award)**

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
<b>Defensive Oleoresin Capsicum (OC) Spray</b>	To be inserted at time of Option Award.	Up to <b>7,000</b> Units of Defensive OC Spray			CBSA National Warehouse located at: Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grande Ligne – Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services <a href="mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca">Que-Rigaud-Stock-Control@cbsa- asfc.gc.ca</a>	Canada Border Services Agency National Invoice Reception Unit 105 McGill Street, 260-01 Montréal, QC H2Y 2E7 <a href="mailto:Vendors-fournisseurs@cbsa-asfc.gc.ca">Vendors-fournisseurs@cbsa- asfc.gc.ca</a>
				Total:  (plus applicable taxes)		

\* This quantity represents the maximum number of units that can be acquired in the option period. It is in no way a commitment on the part of the CBSA to acquire this quantity of units.



**OPTION PERIOD YEAR TWO (2) - (to be inserted at option award)**

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
<b>Defensive Oleoresin Capsicum (OC) Spray</b>	To be inserted at time of Option Award.	Up to <b>7,000</b> Units of Defensive OC Spray			CBSA National Warehouse located at: Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grand Ligne – Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services <a href="mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca">Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca</a>	Canada Border Services Agency National Invoice Reception Unit 105 McGill Street, 260-01 Montréal, QC H2Y 2E7 <a href="mailto:Vendors-fournisseurs@cbsa-asfc.gc.ca">Vendors-fournisseurs@cbsa-asfc.gc.ca</a>
				Total:		
				(plus applicable taxes)		

\* This quantity represents the maximum number of units that can be acquired in the option period. It is in no way a commitment on the part of the CBSA to acquire this quantity of units.

**OPTION PERIOD YEAR THREE (3) - (to be inserted at option award)**

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
<b>Defensive Oleoresin Capsicum (OC) Spray</b>	To be inserted at time of Option Award.	Up to <b>7,000</b> Units of Defensive OC Spray			CBSA National Warehouse located at: Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grande Ligne – Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services <a href="mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca">Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca</a>	Canada Border Services Agency National Invoice Reception Unit 105 McGill Street, 260-01 Montréal, QC H2Y 2E7 <a href="mailto:Vendors-fournisseurs@cbsa-asfc.gc.ca">Vendors-fournisseurs@cbsa-asfc.gc.ca</a>
				<b>Total:</b>		
				(plus applicable taxes)		

\* This quantity represents the maximum number of units that can be acquired in the option period. It is in no way a commitment on the part of the CBSA to acquire this quantity of units.

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**OPTION PERIOD YEAR FOUR (4) - (to be inserted at option award)**

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
<b>Defensive Oleoresin Capsicum (OC) Spray</b>	To be inserted at time of Option Award.	Up to <b>7,000</b> Units of Defensive OC Spray			CBSA National Warehouse located at: Canada Border Services Agency National Warehouse Rigaud 475, chemin de la Grande Ligne – Dock 2 Rigaud, Québec J0P 1P0 Attn: Supervisor Logistics Services <a href="mailto:Que-Rigaud-Stock-Control@cbsa-asfc.gc.ca">Que-Rigaud-Stock-Control@cbsa- asfc.gc.ca</a>	Canada Border Services Agency National Invoice Reception Unit 105 McGill Street, 260-01 Montréal, QC H2Y 2E7 <a href="mailto:Vendors-fournisseurs@cbsa-asfc.gc.ca">Vendors-fournisseurs@cbsa- asfc.gc.ca</a>
				Total:  (plus applicable taxes)		

\* This quantity represents the maximum number of units that can be acquired in the option period. It is in no way a commitment on the part of the CBSA to acquire this quantity of units.

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## Annex B

### Statement of Requirement

#### Defensive (OC) Spray

#### 1. SCOPE

This Statement of Requirement (SOR) describes the requirement for Defensive Capsicum Oleoresin (OC) Spray for use by Border Service Officers within the Canada Border Services Agency (CBSA).

#### 2. GENERAL REQUIREMENTS

2.1 The CBSA requires a one year contract with four (4) one (1) year option periods for Defensive Oleoresin Capsicum (OC) Spray

2.2. The product will have a minimum shelf life of four years. The safety cover and the canister must continue to function for the entire shelf life of the product.

2.3 The contractor shall be responsible for the performance of all inspections and tests necessary to provide the data which will demonstrate that the material being supplied is compliant with the requirements of this SOR.

2.4 The winning bidder shall provide CBSA with a suggested replacement weight. The replacement weight will be indicated on the canister and will represent the weight of an empty canister plus the weight of at least two, one second bursts of OC Spray remaining.

#### 3. DETAILED DESCRIPTION - EVALUATION GRID

**The Bidder must clearly demonstrate how the proposed product complies with each of the requirements.** Product not meeting all the following Mandatory Requirements will be considered non-compliant.

Evaluation method:

The technical evaluation will take place in two (2) Stages.

Stage 1 will consist of a paper evaluation for the items indicated as Stage 1 on the evaluation grid. Products that do not pass the Stage 1 will be considered non-compliant and not given further consideration. In Stage 1, the Bidder must provide documentation (example instrument specification, publication, and documented data) demonstrating that their proposed products meet all the technical specifications.

The offers that pass Stage 1 will progress to Stage 2 - Performance evaluation of the three (3) samples (provided at the time of the bid).

Stage 2 consists of a physical evaluation/test for the items indicated as Stage 2 on the evaluation grid below. Products that do not pass Stage 2 will be considered non-compliant and will not be given further consideration.

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There are no points allotted for the items listed on the evaluation grid. If a product does not pass an item on either the visual inspection (Stage1) or the physical test (Stage 2) the bid shall be considered non-compliant.

Para.	Title/Test	Requirement	Confirmation Method	Stage
3.1	Ingredients	Major Capsaicinoids 0.33% organic base, not chemical Not less than .28% no more than .38% Method 21.3 American Spice Trade Association <a href="http://www.astaspice.org">http://www.astaspice.org</a> or 1-202-367-1127	Material Safety Data Sheet (MSDS) or Safety Data Sheet (SDS) and/or label and/or letter from the original equipment manufacturer (OEM)	1
		Propylene Glycol (USP)	MSDS or SDS and/or label and/or letter from the OEM	1
		Denatured Alcohol (SDA)	MSDS or SDS and/or label and/or letter from the OEM	1
		Distilled Water	MSDS or SDS and/or label and/or letter from the OEM	1
		Must be pressurized using a non-flammable non-ozone depleting propellant	MSDS or SDS and/or label and/or letter from the OEM	1
		Suppliers must submit with the bid package the material safety data sheets (MSDS) or the safety data sheet (SDS) of proposed products.	Visual confirmation	1
3.2	Canister	Must be Aluminum	Product specifications – material and/or letter from the OEM	1
		Must have a push button release valve at top of the canister.	Visual confirmation	2
		Must come complete with protective spring loaded plastic safety cover to protect the release valve from being activated by accident	Visual confirmation	2
		The safety cover must allow access from one side only so that the nozzle will be pointed away from the user	Visual confirmation	2
		The canister must not leak	Physical – inspect canister for any defect or weak spots	2
		The canister must not leak when placed in a horizontal position	Physical – place canister in horizontal position and inspect for leaks	2
		The canister must fit into the securable holder, Safariland Model 38, worn on the officers' equipment belt.	Physical – place the canister into the holder	2
		The canister must be one directional spray.	Physical – deploy contents and verify spray pattern is one directional	2
		The canisters must be permanently	Visual confirmation	2

		affixed with a label that wraps completely around the circumference of the canister.		
		The label shall clearly identify that the contents contain live Irritant Spray (OC).	Visual confirmation	2
		The canister and label shall be dark in color.	Visual confirmation	2
		The safety cover and nozzle shall be black in color.	Visual confirmation	2
		The safety cover (cap) must not easily pop off the canister during normal handling	Physical – The safety cover (cap) must not pop off unintentionally during this evaluation.	2
		The labeling information (text) must not be affected by handling.	Physical – rub label in the test area to ensure there is no rub-off to ensure proper binding of ink and that labels are wear and water – resistant.	2
3.3	Canister Dimensions	Height: 11cm ± 3mm	Physical - measure	2
		Diameter: 3.8cm ± 2mm	Physical - measure	2
3.4	Volume/ Weight	Average number of 1 second bursts 8 - 10	Physical – deploy contents and verify number of one second bursts	2
		Weight/Content 38 – 85 grams	Physical – weigh full canister	2
3.5	Spray Pattern	Must be stream type	Physical – deploy contents and verify spray pattern is stream type.	2
		Must have a minimum effective range of 3 meters	Physical – deploy contents at target from 3 meter range and measure spray distance to confirm minimum range of three meters	2
		Continuous deployment from any angle, position, orientation	Physical – deploy contents from inverted and various positions to confirm continuous deployment from any angle, position, orientation	2
3.6	Shelf Life	Minimum 4 years	Product specifications and/or letter from the OEM	1
3.7	Marking/ Instructions	Bilingual Text printed on canister (English & French)	Visual confirmation	2
		Label must contain: <ul style="list-style-type: none"> <li><input type="checkbox"/> Title: Irritant Spray (OC) (font size of 18pts min)</li> <li><input type="checkbox"/> Manufacturer's Identification</li> <li><input type="checkbox"/> Directions on care and use</li> <li><input type="checkbox"/> Contents/Ingredients</li> <li><input type="checkbox"/> First Aid Instructions</li> <li><input type="checkbox"/> Expiry Date</li> </ul>	Visual confirmation	2

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		<input type="checkbox"/> Individual canisters shall have lot numbers printed on the label and identified as such using the wording "LOT" number <input type="checkbox"/> Replace the product when the weight is _____ or less. *The bidder must indicate the weight in the space provided and it will appear on the label		
3.8	Articles/ Materials	All articles and materials must be free from imperfections or blemishes such as may affect its appearance or serviceability.	Visual confirmation	2

#### 4. PHYSICAL PEQUIREMENTS

It is the responsibility of the manufacturer to ensure that goods are undamaged. Any goods received in a damaged condition will be returned to the manufacturer for replacement at their full cost.  
A packing slip shall be enclosed showing the contents of each shipment.

The contractor shall also identify clearly on the outside of each box the following items:

- Material Master Number – 80000256
- Quantity contained in the box
- Contract Number

#### 5.TASKS

The contractor must:

- Manufacture the OC spray according to the specifications provided
- Inspect and test the quality of the OC Spray
- Package the OC spray
- Deliver the OC spray to the address provided.

#### 6. CLIENT SUPPORT

The CBSA Technical Authority reserves the right to perform any inspection considered necessary to ensure the materials and services conform to the specified requirements. For the purpose of inspection, a portion of each delivery not exceeding two percent or two out of any number delivered fewer than 100 may be put to tests that could destroy the articles. If found to be inferior or not in accordance with the specification, all articles so destroyed shall be replaced by others of proper quality at the expense of the contractor. The entire delivery may also be rejected if it is found that articles previously rejected due to non-repairable defects are redelivered for inspection.

The contractor will be promptly notified when any articles are not accepted and such articles will be returned at the contractor's risk and expense.

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## ANNEX "C" 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)