

# Request for Bid

For  
Patrol Carbines

Request for Bid No.: **7236**

Issued Date: **October 24, 2018**

Submission Deadline Date: **November 8, 2018, 2:00 p.m. local Saskatchewan time**

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## **PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Bid (RFB) is an invitation by the Government of Saskatchewan (GOS) to prospective Proponents to provide Submissions for the provision of patrol carbines with or without optics, as further described in the RFB Particulars (Appendix A).

### **1.2 RFB Contact**

Direct any questions regarding this competition to:

[rfxquestions@gov.sk.ca](mailto:rfxquestions@gov.sk.ca)

**Attention: Jennifer Oo, RFB 7236**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of GOS, other than the RFB Contact, concerning matters regarding this RFB. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's Submission.

### **1.3 Type of Contract for Deliverables**

The selected Proponent will be requested to enter into direct negotiations to finalize a purchase order Agreement with GOS for the provision of the Deliverables. GOS expects the terms and conditions set out in the Form of Agreement in Appendix C to be included in the final negotiated Agreement with the selected Proponent. Proponents choosing to participate in this RFB process should be prepared to accept those terms and conditions, subject to changes that may be mutually agreed upon in the negotiation process. It is GOS's intention to enter into an Agreement with one (1) Proponent.

### **1.4 RFB Timetable**

Issue Date of RFB	<b>October 24, 2018</b>
Deadline for Questions	<b>October 30, 2018</b>
Deadline for Issuing Addenda	<b>November 1, 2018</b>
Submission Deadline	<b>November 8, 2018 2:00 p.m. local Saskatchewan time</b>
Rectification Period	<b>Three (3) days after receipt</b>
Anticipated Execution of Agreement	<b>Week of November 12, 2018</b>

The RFB timetable is tentative only, and may be changed by GOS at any time.

### **1.5 Submissions**

#### **1.5.1 Submissions**

Proponents may submit either by mail, courier, in-person or by email.

The GOS does not assume any responsibility for delayed or rejected Submissions. Proponents acknowledge that all risks associated with Submissions are their sole responsibility, and that late Submissions, regardless of the reason, will be rejected.

If there are multiple Submissions received from a Proponent, the last copy (whether email or hardcopy) submitted will prevail.

**If by mail, courier or in-person:**

One (1) original complete copy of your Submission, indicating the RFB reference number and closing date, are to be forwarded to:

Ministry of Central Services  
Attention: Jennifer Oo  
1920 Rose Street, Regina, SK S4P 0A9

The Submission Deadline is outlined in Section 1.4 – RFB Timetable.

The office hours are 8:00 a.m. to 5:00 p.m. Local Saskatchewan Time, Monday to Friday (excluding statutory holidays).

**If by email:**

One (1) electronic copy in .pdf, .doc or .docx, excel format, which includes the RFB reference number and closing date, are to be forwarded to:

[response@gov.sk.ca](mailto:response@gov.sk.ca)

**The subject line of the email should contain the competition reference number and competition title.**

One (1) email, including attachments, should not be larger than 25MB or it may not be successfully transmitted. It is recommended to send one (1) email, however, if sending multiple emails, provide clear instructions on how the Submission is intended to be integrated.

Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, .docx, .xls and .xlsx.

The received time in the recipient's email inbox will be the recorded date and time of Submission. The GOS will provide confirmation of email receipt to Proponents via an automatic email message. If no confirmation email is received, please contact 306-787-6871.

Prior to closing, GOS will maintain confidentiality of email Submissions subject to the GOS officials opening an email for the purpose of identification. In the event that one (1) or more files cannot be opened (e.g. are corrupted), the Proponent will not have an opportunity to resend such files after closing.

**For more information, refer to the document *Guidelines for Proponent Submissions via Email on SaskTenders*.**

## **1.5.2 Submissions to be Received on Time**

Submissions must be received at the location set out above on or before the Submission Deadline. Submissions received after the Submission Deadline will not be accepted.

Onus and responsibility rests solely with the Proponent to deliver its Submission to the exact location (including floor, if applicable) indicated in this RFB on or before the Submission Deadline. GOS does not accept any responsibility for Submissions delivered to any other location by the Proponent or its delivery agents. Proponents are advised to make Submissions well before the deadline. Proponents making Submissions near the deadline do so at their own risk.

### **1.5.3 Amendment of Submissions**

Proponents may amend their Submissions prior to the Submission Deadline by submitting the amendment to the location set out above. Any amendment should clearly indicate the RFB title and number, and which part of the Submission the amendment is intended to amend or replace.

### **1.5.4 Withdrawal of Submissions**

At any time prior to the execution of a written Agreement for provision of the Deliverables, a Proponent may withdraw a Submission. To withdraw a Submission, a notice of withdrawal must be received by the RFB Contact and should be signed by an authorized representative of the Proponent. GOS is under no obligation to return withdrawn Submissions.

[End of Part 1]

## **PART 2 - EVALUATION AND NEGOTIATION**

### **2.1 Stages of Evaluation and Negotiation**

GOS will conduct the evaluation of Submissions and negotiations in the following stages:

#### **2.2 Stage I –Requirements**

GOS will review Submission components for administrative deficiencies and compliance with mandatory requirements:

##### **Administrative Deficiencies**

GOS may at its discretion offer a rectification process to all Proponents to correct administrative deficiencies in their Submissions. Proponents may be notified of any administrative deficiencies and be provided with a specific time period to address any administrative deficiencies. Proponents failing to respond within the stated time period (Section 1.4) will be assessed on the initial Submission or eliminated from the process at GOS's discretion.

This process is not intended to address omissions or changes to the substantive aspects of Submissions but may include failure to submit forms or information that are not evaluated as part of the rated criteria.

##### **Mandatory Requirements**

GOS will review to determine which Submissions comply with all of the mandatory requirements. If a Submission fails to satisfy any mandatory requirement, the GOS will not evaluate such Submissions further.

GOS may eliminate mandatory requirements unmet by all Proponents.

#### **2.3 Stage II – Written Evaluation**

GOS will evaluate each qualified Submission on the basis of the rated criteria as set out in Appendix A.

The term "requirement" (or similar term used in this RFB) is used for convenience only and is not intended to imply that any Submission that does not exactly match or meet such a "requirement" will necessarily be disqualified. Instead, as part of the evaluation process, Proponents goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the "requirements" or "specifications" contained in this RFB.

##### **2.3.1 Pricing**

Scoring of the submitted pricing will be in accordance with the price evaluation set out in Appendix A.

#### **2.4 Stage III – Ranking and Negotiations**

##### **2.4.1 Ranking of Proponents**

All scores from previous stages will be added together and the Proponents will be ranked based on their total scores.

#### **2.4.2 Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFB Process (Part 3) and will not constitute a legally binding offer to enter into an Agreement on the part of GOS or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement. The terms and conditions in the Form of Agreement in Appendix C are intended to be included in the final negotiated Agreement with the selected Proponent(s). Negotiations may include requests by GOS for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Submission or to confirm the conclusions reached in the evaluation, and may include requests by GOS for improved pricing or performance terms from the Proponent.

#### **2.4.3 Time Period for Negotiations**

GOS intends to conclude negotiations and finalize the Agreement with the top-ranked Proponent(s). A Proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### **2.4.4 Failure to Enter into Agreement**

The GOS may at any time at its sole discretion, discontinue negotiations with the top-ranked Proponent(s) and may invite the next-best-ranked Proponent to enter into negotiations. This process will continue until an Agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations or until GOS elects to cancel the RFB process.

[End of Part 2]

## **PART 3 - TERMS AND CONDITIONS OF THE RFB PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their Submissions in accordance with the instructions in this RFB. Where information is requested in this RFB, any response made in a Submission should reference the applicable section numbers of this RFB.

#### **3.1.2 Submissions in English**

All Submissions are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the Proponent's Submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Submission, but not attached, may not be considered to form part of its Submission. If Proponents wish to reference websites or external documents, they should obtain the approval of the RFB Contact prior to the Submission Date. Proponents are responsible for ensuring that all external content that is referenced is accurate, and are to provide notice to GOS of any changes that may arise after Submission. GOS may, at any time, require a Proponent to provide a hard copy of some or all of the external content referenced.

#### **3.1.4 References and Past Performance**

In the evaluation process, GOS may consider information provided by the Proponent's references and may also consider information independently obtained by GOS about the Proponent or its Submission in the course of GOS's own due diligence, including any previous dealings or experience, if any, with a Proponent. GOS may contact any of the Proponent's customers who GOS believes may be able to provide information about the Proponent that would be pertinent to this RFB.

#### **3.1.5 Information in RFB Only an Estimate**

GOS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFB or issued by way of addenda. Any quantities shown or data contained in this RFB or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Submission in response to this RFB.

#### **3.1.6 Proponents to Bear Their Own Costs**

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Submission, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Submission to be Retained by GOS**

GOS will not return the Submission or any accompanying documentation submitted by a Proponent.



### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) and/or the New West Partnership Trade Agreement (NWPTA) and/or the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) and/or the Agreement on Government Procurement are subject to those trade agreements, but that the rights and obligations of the parties will be governed by the specific terms of this RFB.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Agreement**

GOS makes no guarantee of the value or volume of work to be assigned to the Successful Supplier(s). The Agreement to be negotiated with the selected Proponent(s) will not be an exclusive Agreement for the provision of the described Deliverables. GOS may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.10 Evaluation Committee**

Evaluation of Submissions will be by a committee formed by the GOS, which may include employees, consultants and contractors of the GOS.

## **3.2 Communication after Issuance of RFB**

### **3.2.1 Proponents to Review RFB**

Proponents should promptly examine all of the documents comprising this RFB, and should direct questions in writing or seek additional information to the RFB Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFB Contact. GOS is under no obligation to provide additional information, and GOS is not responsible for any information provided by or obtained from any source other than the RFB Contact. It is the responsibility of the Proponent to seek clarification from the RFB Contact on any matter it considers to be unclear. GOS is not responsible for any misunderstanding on the part of the Proponent concerning this RFB or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFB may be amended only by addendum in accordance with this section. If GOS, for any reason, determines that it is necessary to provide additional information relating to this RFB, such information will be communicated to all Proponents by addendum. Any information obtained in a method other than an addendum should not be relied upon. Each addendum forms an integral part of this RFB and may contain important information, including significant changes to this RFB. Proponents are responsible for obtaining all addenda issued by GOS.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If GOS determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, GOS may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating Submissions, GOS may at its sole discretion request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in a

Submission. The response received by GOS shall, if accepted by GOS, form an integral part of the Proponent's Submission.

GOS may consider information independently obtained by GOS about the Proponent or its Submission in the course of GOS's own due diligence, including any previous dealings or experience by it or others, if any, with a Proponent.

### **3.2.5 Time Disputes**

In the event of a dispute regarding time, GOS's time clock will govern.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once the ranking of Proponents is complete all Proponents will be notified of the outcome.

The following information will be revealed and posted on SaskTenders:

- (a) the Successful Supplier's name and location;
- (b) the date of award; and
- (c) award amount.

### **3.3.2 Debriefing**

Proponents who provide a Submission may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the RFB Contact within thirty (30) calendar days of notification. The intent of the debriefing information session is to aid the Proponent in presenting a better Submission in subsequent procurement opportunities.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

GOS may disqualify a Proponent, or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by GOS, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFB, "Conflict of Interest" includes any situation or circumstance where, in relation to a GOS procurement competition, a participating Proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having, or having access to, information in the preparation of its Submission that is not available to other Proponents, but such does not include information a Proponent may have obtained in the past performance of a contract with a public entity, including GOS, that is not related to the creation, implementation or evaluation of this or a related procurement competition;
- (b) communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or

- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

All Proponents should advise GOS in writing whether it has any actual, potential or perceived Conflict of Interest, and if so, the nature of each Conflict of Interest. A Proponent may, in the sole discretion of GOS, be disqualified from this RFB process if a Proponent is found to have a Conflict of Interest.

### **3.4.2 Disqualification for Prohibited Conduct**

GOS may disqualify a Proponent, rescind an invitation to negotiate, terminate an Agreement subsequently entered into, or take such other action it may deem appropriate if GOS, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFB.

### **3.4.3 Prohibited Proponent Communications**

Proponents should not engage in any communications that could constitute a Conflict of Interest.

### **3.4.4 Proponent Not to Communicate with Media**

Proponents should not at any time directly or indirectly communicate with the media in relation to this RFB or any Agreement entered into pursuant to this RFB without first obtaining the written permission of the RFB Contact.

### **3.4.5 No Lobbying**

Proponents should not, in relation to this RFB or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Supplier(s).

### **3.4.6 Employee Submissions**

The GOS employees (as a Proponent or a proposed resource) may be ineligible to enter into an Agreement.

### **3.4.7 Illegal or Unethical Conduct**

Proponents are not to engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents are not to engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of GOS; deceitfulness; providing Submissions containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFB.

### **3.4.8 Past Performance or Past Conduct**

GOS may prohibit a Proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;

- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by GOS, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) as otherwise outlined in the CFTA.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of GOS**

All information provided by or obtained from GOS in any form in connection with this RFB either before or after the issuance of this RFB:

- (a) is the sole property of GOS and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFB and the performance of any subsequent Agreement for the Deliverables;
- (c) is not to be disclosed without prior written authorization from GOS; and
- (d) must be returned by the Proponent to GOS immediately upon the request of GOS.

#### **3.5.2 Confidential Information of Proponent**

Submissions will be accepted in confidence, as they contain financial, commercial, scientific, technical and/or labour relations information, except as may be otherwise provided herein. The confidentiality of such information will be maintained by GOS, except as otherwise required by law or by order of a court or tribunal, or by regulatory order of the Government of Saskatchewan, including but not limited to, the Crown Investment Corporation of Saskatchewan and other agencies or ministries of GOS including its boards, commissions or panels. Proponents are particularly advised that GOS is subject to legal requirements that may require disclosure of Submission information including, without limitation, under *The Freedom of Information and Protection of Privacy Act* (Saskatchewan). Notwithstanding the foregoing, GOS reporting requirements may result in the public disclosure of the Agreement to the Successful Supplier(s).

Proponents are advised that their Submissions will, as necessary, be disclosed, on a confidential basis, to advisers retained by GOS, and/or to Crown corporations (as defined in The Crown Corporations Act, 1993) and Government of Saskatchewan agencies or ministries, including its boards, commissions or panels, to advise or assist with the RFB process, including the evaluation of Submissions. If a Proponent has any questions about the collection and use of personal information pursuant to this RFB, questions are to be submitted to the RFB Contact.

### **3.6 Procurement Process Non-binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to commercial negotiations. For greater certainty and without limitation:

- (a) this RFB will not give rise to any Contract A - based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

- (b) neither the Proponent nor GOS will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Submission provided in response to this RFB.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFB process is intended to identify prospective Proponents for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Proponent and GOS by this RFB process. A legal relationship will not arise until the successful negotiation and execution of a written Agreement.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in Submissions will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the Submissions and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of GOS to enter into an Agreement for the Deliverables.

### **3.6.4 Effect of this RFB**

This RFB process does not in any way restrict or limit GOS's pre-existing rights to engage in commercial negotiations with any Proponent or to procure the Deliverables from any Proponent through any other process. Without limiting the generality of the foregoing, GOS may:

- (a) choose whether to evaluate any Submission;
- (b) modify this RFB or RFB process, including any technical, commercial or contractual terms;
- (c) re-issue this RFB, either in the same form, or with modifications;
- (d) begin or end negotiations with any Proponent for some or all of the Deliverables;
- (e) reject any Submission;
- (f) abandon its plans to obtain any of the Deliverables;
- (g) invite anyone (including any Proponent) to give it an offer to provide some or all of the Deliverables under any terms.
- (h) at any time before executing the Agreement, GOS may do the following:
  - i. require the Proponent to submit further information not requested in this RFB to verify the Proponent's ability to perform the Deliverables, including financial data, references to support assertions of past relevant experience, information about the Deliverables, and proof of the Proponent's legal capacity to perform the Agreement.;
  - ii. inspect the Proponent's equipment and facilities that will be used to perform the Agreement to verify the Proponent's technical or commercial capacity to perform the Agreement; and
- (i) cancel the RFB process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFB Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

## APPENDIX A - RFB PARTICULARS

### A. THE DELIVERABLES

The GOS is conducting this RFB for the supply of patrol carbines, either with or without optics. Detailed requirements are outlined in Appendix B.

### B. BACKGROUND

Within the Ministry of Environment, Conservation Officers current work environment includes contact with high risk individuals, that are often armed. The carbine program will equip the officers with a tool to ensure their safety and the protection of the public.

#### B.1 MATERIAL DISCLOSURES

The GOS intends to procure 147 patrol carbines for the Ministry of Environment. Of the 147 patrol carbines, 15 of them are to be delivered by December 31, 2018. The remaining 132 are expected to be purchased and delivered by April 1, 2019. The GOS does reserve the right to accelerate delivery of the 132 patrol carbines to March 1, 2019. The option to accelerate delivery will be excersided no later than January 1, 2019.

The GOS does have a public agency number and will be responsible to register the goods.

### C. MANDATORY REQUIREMENTS

The Successful Supplier will be required to provide a carbine Armorers course to 15 GOS candidates. Additional mandatory requirements are outlined in Appendix B of this RFB.

### D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFB.

Rated Criteria Category	Weighting (Points)
Specifications	30
Delivery	30
Warranty/Service	10
Pricing	30
<b>Total Points</b>	<b>100</b>

See Appendix B, Requirements for details on the Rated Criteria.

Any Submission ranked at the lower-end of the scale in any of the criteria may be rejected.

GOS's intent is to award to the top-ranked Proponent.

#### PRICING

Pricing will be scored based on a relative pricing formula using the prices set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

## E. OTHER RATED CRITERIA

Optional Rated Criteria Category	Weighting (Points)
Reference Checks	10

### REFERENCE CHECKS (OPTIONAL)

Reference checks may be completed. Proponents should provide references from three (3) companies or individuals, other than the GOS, that have purchased the requested products in the past.

References should include the following:

- Name and address of the company or individual
- Name, title, and phone number of contact.

The GOS reserves the right to contact any of the Proponent's customers who the GOS believes may be able to provide information about the Proponent that would be pertinent to this RFB.

The GOS reserves the right to use itself as a reference.

Proponents who receive unfavorable references, in the opinion of the GOS, may have their Submission rejected.

## F. SUBMISSION GUIDELINES

To ensure your Submission is considered for evaluation it should comprise all of Appendix B, which is to include the following:

- **Requirements** – Each Submission should include a completed Submission form.
- **Pricing Form** - Each Submission should include a Pricing Form, or a document containing the information requested by the Pricing Form, completed in accordance with the instructions contained in the form.
- **Proponent Information** - Each Submission should include a Proponent Information form, or a document containing the information requested by the Proponent Information form, completed and signed by an authorized representative of the Proponent.
- **Descriptive Literature** – Each Submission should include descriptive literature outlining the details of the proposed patrol carbines and optics.



**APPENDIX B - SUBMISSION FORM**

**A. REQUIREMENTS**

	Details/Questions	Response		
		Will there be compliance with the requirement? Yes      No		Details of Deviations and/or details of requirements requested
<b>MANDATORY REQUIREMENTS OF THE PATROL CARBINES</b>				
1	Semi – Automatic, detachable magazine, AR action type			
2	Chambered in 5.56 x 45 mm NATO			
3	Barrel length is not to exceed 16.5”			
4	Barrel twist rate must be minimum 1:8			
5	Must include a muzzle brake/port device for recoil reduction			
6	Direct impingement operation			
7	Receiver fire control markings to be legible on both sides of receiver			
8	CeraKote surface finish on receiver for durability and chemical/solvent resistant			
9	Sights – rear and front flip up folding iron sight.			
10	MS4 – dual QD sling GEN 2			
11	Color of firearm will be FDE (flat dark earth)			
	<b>6 -5.56 NATO 30 round aluminum magazine</b>			
12	Mil-spec polymer followers			
13	Aluminum Floor Plate			
14	Anti-tilt STANG compliant			

	Details/Questions	Response		
		Will there be compliance with the requirement? Yes      No		Details of Deviations and/or details of requirements requested
<b>Lower Receiver</b>				
15	Ambidextrous safety selector, magazine release			
16	Trigger system – mil-spec trigger single stage			
17	MOE + grip or equivalent			
18	CTR carbine stock mil-spec MAGPUL or equivalent			
<b>Upper/Receiver</b>				
19	Handguard to be minimum 15.5"			
20	Quick disconnect sling sockets front and rear of handrail, both left and right side			
21	Free floating handguard to feature full Picatinny top rail for mounting optics and M-LOK attachment slots for necessary attachments			
22	Feeding cuts to allow LE hollow point ammunitions			
23	Charging handle must be fully ambidextrous and operate from left or right side of receiver			
<b>PREFERRED REQUIREMENTS OF THE PATROL CARBINES</b>				
1	Ambidextrous bolt release			
2	Nickel boron bolt finish			
3	Oversized integrated trigger guard (for ease of access when gloves are worn)			

	Details/Questions	Response		
		Will there be compliance with the requirement? Yes      No		Details of Deviations and/or details of requirements requested
<b>MANDATORY REQUIREMENTS OF PATROL CARBINE OPTICS (Tactical Scope Design)</b>				
1	Optical Sight–Viper PST GEN II 1-6x24 riflescope VMR-2 MRAD/or equivalent			
2	Both eyes open design			
3	Second focal plane			
4	Illuminated reticle for low light conditions			
5	MOA reticle standard crosshair			
6	30 mm tube size			
7	Waterproof			
8	Fog proof			
9	30 mm mount			
<b>PREFERRED REQUIREMENTS OF PATROL CARBINE OPTICS (Tactical Scope Design)</b>				
1	Magnification 1-4 to 1-6			
2	Objective lens diameter of 24 mm			
<b>MANDATORY REQUIREMENTS OF THE PATROL CARBINE OPTICS (Aimpoint Design)</b>				
1	Optic Holography			
2	Magnification 1x			
3	Eye relief unlimited			
4	Fog resisitant optics			
5	Adjustment range +/- 40MOA travel			
6	Anti reflective coating			
7	Brightness settings			
8	Auto shutdown			
9	Auto battery check indicator			

<b>RATED CRITERIA</b>		<b>Proponent to Provide Details</b>
<b>Delivery/Price</b>		
1	Delivery and prices quoted should be Delivered Duty Paid (DDP) unloaded to Ministry of Environment, Compliance and Field Services (SERT Unit), 800 Central Avenue – 6 <sup>th</sup> Floor, Prince Albert, SK. If not, provide details.	
2	Proponents are to state their earliest delivery date, in business days, after receipt of order.	
3	Proponents are to state their agreement to the staged delivery outlined in section B.1 of this RFB.	
<b>Warranty/Service</b>		
1	State applicable warranty coverage.	
2	Manufacturers should have an authorized service and warranty location(s). Provide details of authorized service dealer(s) for warranty or repair closest to the delivery location for this RFB, including (name/address/phone/fax numbers).	
3	Provide timeframe in hours of response after a request for service has been issued.	
<b>Return/Refund</b>		
1	Proponent to provide details of return/refund policy.	
<b>Regulation</b>		
1	Proponents are to indicate and provide documentation that they are regulated to sell and distribute the proposed patrol carbines within the Province of Saskatchewan.	

		Proponent to Provide Details
<b>Other</b>		
1	State if the products quoted are supplied by a manufacturer/supplier whose normal business is the production of the products requested.	
2	GOS is interested in initiatives that support and protect our environment. Each Proponent should indicate if they participate or are involved in “Green”, environmental and/or sustainable initiatives. If so, provide details of the initiative(s).	

**B. PRICING**

**B.1 Instructions on How to Complete Pricing Form**

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes.
- (b) Prices quoted should be Delivered Duty Paid (DDP) unloaded.

**B.2 Pricing Form**

Proponents are asked to quote on all options listed below, however the GOS will accept partial quotes if a Proponent is unable to provide all options.

Item #	Quantity	Unit of Measure	Description	Unit Price (\$)	Extended Price (\$)
<b>Option A.</b>					
1	147	Each	Patrol Carbines with Tactical Scope Design		
<b>Option B.</b>					
2	147	Each	Patrol Carbines with Aimpoint (red dot) Design		
<b>Option C.</b>					
3	147	Each	Patrol Carbine only		
<b>Training</b>					
4	1	Each	Armorers course for 15 candidates		
<b>Subtotal</b>					
<b>Freight (if applicable)</b>					
<b>Any other costs:</b>					

### **B.3 Supplementary Terms**

#### **Taxes**

- If applicable, Provincial Sales Taxes will be resolved at time of payment.
- Any goods and/or services mentioned in this RFB are being purchased by the GOS with crown funds and therefore are not subject to the Goods and Services Tax (GST).
- Goods and/or services will be subject to Saskatchewan Provincial Sales Tax (PST).

#### **Price**

- Submissions should show unit costs less all discounts and taxes unless otherwise required, with all unit prices extended and totaled. In case of a mathematical error, the unit price shall govern.
- If the supply point originates in Saskatchewan, the freight or delivery charges are not taxable if the charges are shown separately (if applicable).
- The GOS reserves the right to give Saskatchewan Proponents preference for any awards made under this competition, if the value is under \$10,000 CAD.

**C. PROPONENT INFORMATION**

Please fill out the following form, naming one person to be the Proponent’s contact for the RFB process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name Under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

The Proponent acknowledges the RFB process will be governed by the terms and conditions of the RFB, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between GOS and the Proponent unless and until GOS and the Proponent execute a written Agreement for the Deliverables.

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Date



**APPENDIX C - FORM OF AGREEMENT**

The terms and conditions of the resulting Agreement are posted separately on SaskTenders.

## APPENDIX D - DEFINITIONS

Throughout this RFB, the following definitions apply:

**“Agreement”** means the written contract or standing offer between the top-ranked Proponent and Her Majesty to provide the Deliverables contemplated by this RFB.

**“Client”** (referring to ministry) means Her Majesty the Queen in the right of the Province of Saskatchewan, as represented by the Ministry of Environment.

**“Desirable” “Rated” “Should”** means requirements that may have a degree of importance to be objectives of this RFB and may be rated.

**“Deliverables”** means the functions, duties, tasks and responsibilities to be provided by the Proponent as described in this RFB.

**“Delivered Duty Paid”** refers to a transaction where the seller pays for the total costs associated with transporting goods and is fully responsible for the goods until they are received and transferred to the buyer. This includes paying for costs, export and import duties, insurance and any other expenses incurred during shipping of the goods. The risks and charges are with the seller of the goods until delivery is made in the buyer’s country at an agreed-upon location.

**“Entity”** refers to the Government of Saskatchewan, the province or ministries are used for administrative purposes and mean Her Majesty the Queen in Right of the Province of Saskatchewan, as represented by the Minister of Environment.

**“Evaluation Team”** means the individuals who will evaluate the Submissions on behalf of the Government of Saskatchewan.

**“GST”** means Goods and Services Tax (currently at 5%).

**“Mandatory”** means requirements that are imperative and must be met in order for the Submission to receive consideration.

**“RFB”** means Request for Bid.

**“PST”** means Saskatchewan Provincial Sales Tax (currently 6%).

**“Proponent”** means an individual or a company that provides, or intends to provide, a Submission in response to this RFB.

**“Procurement Services”** means the Purchasing Branch under *The Purchasing Act, 2004*.

**“Saskatchewan Time”** means Local Saskatchewan Time as verified by the time clock located at Ministry of Central Services, 1920 Rose Street, Regina, SK.

**“Submission”** means bid, proposal or document provided by a Proponent in response to the RFB.

**“Successful Supplier”** means the organization responding to this RFB who is determined to be successful in this competition and has signed an Agreement.