



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

DLP53BidsReceiving.DAAT53Recepti
ondessoumissions@forces.gc.ca

Title - Sujet Taser X2 Conducted Electrical Weapon (CEW) Holster System(s)	
Solicitation No. N° de l'invitation W8476-216366/B	Date of Solicitation Date de l'invitation 14.01.2021
Address enquiries to: - Adresser toute demande de renseignements à : Bobby Collison Telephone No. - N° de telephone E-Mail Address - Courriel bobby.collison@forces.gc.ca	
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required Livraison exigée See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
16.02.2021

Time Zone - Fuseau Horaire :

Eastern Standard Time (EST)
Heure normale de l'Est (HNE)

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PART 1 - GENERAL INFORMATION

1.1 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number **W8486-216336/A** dated September 29, 2020 with a closing of October 28, 2020 at 14:00hrs EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/ suppliers who bid on the previous solicitation.

1.1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure quantity nine hundred and fifty five (955) x Taser X2 Conducted Electrical Weapon (CEW) Holster System(s) and quantity two hundred (200) x System Components for delivery to Canadian Forces Bases in Edmonton and Montreal, Canada. The requested delivery date is within 60 days following contract award. An optional quantity of (500) x additional Taser X2 Conducted Electrical Weapon (CEW) Holster System(s) of the same type and (1100) x additional System Components is included for delivery within Canada to Canadian Forces Bases.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

- A. There is no security requirement associated with this bid solicitation.

1.3 Debriefings

- A. 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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; or
 - (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- B. 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.
- C. The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
 - (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (v) Section 06, Late bids is deleted in its entirety.
 - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
 - (vii) Section 08, Transmission by facsimile or by epost Connect is deleted in its entirety.
 - (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

- C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.
- D. Due to the nature of the bid solicitation, bids submitted in paper copy will not be accepted.

2.2.1 Electronic Submissions

- A. Electronic Submissions: **Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt.
- B. Technical and financial documents received after the closing time and date will not be accepted.
- C. Bidders are requested that the solicitation number (**W8476-216366/B**) be included in the subject line of any email.

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than seven (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario OR (insert the name of the province or territory).
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

- A. Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

A. Canada requests that Bidders provide their bid in separate sections as follows:

- Section I: Technical Bid: 1 soft copy in PDF format by e-mail. Bidder must submit the completed "APPENDIX 1 to ANNEX D TASER X2 CEW HOLSTER SYSTEM TECHNICAL EVALUATION WORKBOOK" in xlsx format;
- Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
- Section III: Bid Sample: QTY 5x Taser X2 CEW Holster Systems;
- Section IV: Certifications: 1 soft copy in PDF format by e-mail; and
- Section V: Additional Information: 1 soft copy in PDF format by e-mail.

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

C. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

3.2 Section I: Technical Bid

A. In their technical bid, Bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference Part 4, Evaluation Procedures, 4.1.1 Mandatory Technical Criteria, Annex D - Bidders Instructions and Technical Evaluation Plan).

B. Bidders must provide with their technical bid, Appendix 1 to Annex D - Technical Evaluation Workbook indicating clearly where the substantial information for each of the sections identified can be found.

3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the attachment 2 to Part 4 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices - Bid

A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.

B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3.2 Exchange Rate Fluctuation

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Submission of a Bid Sample(s)

A. Each of the following Bid Sample(s) will be required:

ITEM:

- a. QTY three (3) Holster System(s)
- b. QTY two (2) Holster System(s)

SIZE:

- Right Hand, Configuration 1
- Left Hand, Configuration 2

Reference Annex A – Requirement. Documents attached entitled “ANNEX C TASER X2 CEW HOLSTER SYSTEM TECHNICAL PURCHASE DESCRIPTION”.

The Bidder must ensure that the required bid samples are manufactured in accordance with the technical requirement and is/are fully representative of the bid submitted. The bid samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. Rejection of the bid samples will result in the bid being declared non-responsive.

The Bidder must deliver the required bid samples at no charge to the Government of Canada. The Bidder must ensure that the bid samples are received on or before at time and place of bid closing. Failure to submit the required bid samples within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada. Upon request to the Contracting Authority, bid samples will be return to the bidder. Samples will be sent back in an “as is” condition due to physical testing during the evaluation and the Government of Canada is not responsible for any missing components.

Bid samples must be sent to the following address via registered mail;

**Department of National Defence
101 Colonel By Dr., Ottawa (ON) K1A 0K2
DGLPEM / DLP 2-4-1-3
Attn: Amelie Guenette / 819-939-3324**

Once the bid samples are sent via registered mail, the bidder must contact the Contracting Authority via email (found on page 1 of the solicitation) and provide the tracking number for their bid samples sent.

The bid samples will be evaluated in accordance with Appendix 2 to Annex D - TASER X2 CEW HOLSTER SYSTEM USER PERFORMANCE EVALUATION.

The requirement for bid samples and certificates of compliance will not relieve the successful bidder from submitting samples and certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

Failure to provide sufficient information with the bid to verify compliance with the mandatory technical and evaluation criterion detailed in the Technical Evaluation Workbook - **Appendix 1 to Annex D** or to verify the compliance of the equipment to the specified requirements, the bid will be considered non-compliant and will be rejected.

3.5 Section IV: Certifications

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

3.6 Section V: Additional Information

- A. In Section V of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
 - (ii) The name of the person(s) and associated contact information in Part 6 (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
 - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid; and,
 - (b) Coordinate delivery and follow-up.
 - (iii) Quantity one User/Operator Manual or quantity one Training Video demonstrating how to assemble and use the Holster System.
- B. Any other information submitted in the bid not already detailed.

3.6.1 Delivery Date(s)

- A. Any delivery date(s) offered will not be included in the evaluation.

3.6.1.1 Firm Goods

- A. Delivery of the Firm Goods is requested **within 60 calendar days of contract award date**. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

3.6.1.2 Optional Goods

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods is requested on or before **60 days from amendment date**. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

3.6.2 Warranty Period

3.6.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty **period of 12 months**. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer for component/subassemblies will form part of the proposed contract.

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.
- C. Bidders will be subject to a two-phase evaluation methodology as detailed in Annex D entitled Bidders Instructions and Technical Evaluation Plan.
- D. The evaluation will be conducted in phases as follow:
 - a. Phase I: Technical Evaluation (Article 4.1.1 of the solicitation);
 - b. Phase II: Performance Evaluation Methodology (Article 4.1.2 of the solicitation); and
 - c. Phase III: Financial Evaluation (Article 4.1.3 of the solicitation).

4.1.1 Phase I: Technical Evaluation

- A. As part of the technical evaluation process, to confirm a Bidder's capability of meeting the technical requirements, a bid must comply with the following Mandatory Technical Criteria in accordance with:
 - a. Physical examination of Bid Sample(s) - refer to Article 3.4 of the solicitation for details;
 - b. Evaluation Criterion Description identified in Appendix 1 to Annex D - Technical Evaluation Workbook;
 - c. Bidders must submit a Product Conformance at paragraph 5.2.1.
- B. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review. Rejection of any of the Mandatory Technical Criteria will result in the bid being declared non-responsive.
- C. The Mandatory Technical Criteria submitted by the bidders will remain the property of Canada.

4.1.2 Phase II: Performance Evaluation Methodology

- A. Will be in accordance with Appendix 2 to Annex D - TASER X2 CEW HOLSTER SYSTEM USER PERFORMANCE EVALUATION.

4.1.3 Phase III: Financial Evaluation

4.1.3.1 Firm Goods

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, (Montreal, Edmonton) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.1.3.2 Optional Goods

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination (Shipping Costs included in accordance with Annex B), Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

**“ANNEX D TASER X2 CEW HOLSTER SYSTEM BIDDERS INSTRUCTIONS AND
EVALUATION PLAN”**

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- C. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

2. Firm Goods

2.1 Requirement

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010.
- B. Delivery Point - Addresses:

Destination Address	
Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	Department of National Defence 7 CFSD 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5

Item	Description	Delivery Point	Firm Quantity (A)	Firm Unit Price (B)	Sub-Total C = (A x B)
1	Holster System Configuration 1 Right Hand	Edmonton	410	\$	\$
2		Montreal	400	\$	\$
3	Holster System Configuration 2 Left Hand	Edmonton	75	\$	\$
4		Montreal	70	\$	\$
5	PALS Mounting Plate & Holster Attachment Hardware	Edmonton	50	\$	\$
6	In-Service Duty Belt Mounting Plate & Holster Attachment Hardware	Edmonton	50	\$	\$

7	Holster Right Hand with interface hardware to connect to In-Service duty belt and chest PALS attachment hardware.	Edmonton	40	\$	\$
8	Holster Left Hand with interface hardware to connect to In-Service duty belt and chest PALS attachment hardware	Edmonton	10	\$	\$
9	Hardware Kit	Edmonton	50	\$	\$

Total Price (CAD)	D = (Sum C)	\$
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3. Optional Goods

3.1 Requirement

A. The Firm Unit Price(s) include(s) associated specifications, shipping and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) Edmonton, Alt., Incoterms 2010:

Item	Description	Quantity of Optional Items	Unit of Issue	Firm Unit Price			Average Unit Price per Item (Add Each Year Unit Price / 3) M = (J+K+L / 3)	Total (Average Unit Price (M) x Quantity of Optional Items) (P)
				YEAR 1 (J)	YEAR 2 (K)	YEAR 3 (L)		
10	Holster System Configuration 1 Right Hand	400	Each	\$	\$	\$	\$	\$
11	Holster System Configuration 2 Left Hand	100	Each	\$	\$	\$	\$	\$
12	PAS Mounting Plate and Holster Attachment Hardware	300	Each	\$	\$	\$	\$	\$

13	In-Service Duty Belt Mounting Plate & Holster Attachment Hardware	300	Each	\$	\$	\$	\$	\$
14	Holster Right Hand with interface hardware to connect to In-Service duty belt and chest PALS attachment hardware.	200	Each	\$	\$	\$	\$	\$
15	Holster Left Hand with interface hardware to connect to In-Service duty belt and chest PALS attachment hardware.	100	Each	\$	\$	\$	\$	\$
16	Hardware Kit	200	Each	\$	\$	\$	\$	\$

Total Price (CAD)	R = (Sum of P in Item 10 to 16)	\$
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Grand Total Evaluated Price (CAD)	T = (Sum of D + R)	\$
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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

- A. 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 specified will render the bid non-responsive.

5.3.1 Integrity Provisions - Required Documentation

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

5.3.2 Product Conformance

- A. The Bidder certifies that all equipment proposed conforms to all technical specifications of Annex "A" Requirement and will continue to conform throughout the duration of the contract. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Signature of Bidder's Authorized Representative Date

5.3.3 Sample and Production Certification

The Bidder certifies that the manufacturer that produced the Bid Sample(s) will remain unchanged for the full production of the contract quantity, including option quantities if exercised.

Signature of Bidder's Authorized Representative Date

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

- A. There is no security requirement applicable to the Contract.

6.2 Requirement

- A. The Contractor must provide the item(s) detailed under the "Requirement" at Annex A and the Basis of Payment at Annex B.

6.2.1 Optional Goods

- A. The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A, Requirement and Annex B, Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- C. The option may be exercised in whole or in part or in more than one occasion, up to the maximum quantity identified in Annex B, Basis of Payment.
- D. Option to Purchase Additional Units: The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.
- E. The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional equipment.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

(ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be [time period to be detailed in the resulting contract], after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3.2 Use and Translation of Written Material

- A. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- B. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.3.3 North Atlantic Treaty Organization Codification – (B4061C - 2008-05-12)

- A. The Contractor must provide the Department of National Defence (DND), which is the National Codification Bureau (NCB) for Canada, sufficient technical data to permit the Director, Supply Chain Operations (DSCO) to classify, codify and describe new items being introduced into the Canadian Government Cataloguing System.
- B. Technical data for each item may include the manufacturer's engineering drawing (minimum level 2), standard, specification and/or data specification sheet (brochure). Regardless of which of these formats is provided, the data must clearly provide the following, as applicable:
 - i. the name and address of the true manufacturer, or Design Control Authority;
 - ii. the manufacturer's unique part number;
 - iii. the physical characteristics (material, dimensions, tolerances);
 - iv. performance data (i.e. functional and operating requirements such as speed, load);
 - v. electrical and/or electronic characteristics;
 - vi. mounting requirements;
 - vii. special features which contributed to the uniqueness of the item(s);
 - viii. the end item application; and, if applicable
 - ix. manufacturer's unique bar code number.

- C. Technical descriptive data are not required for items that are identified in a Canadian or United States government specification or in a Military Standard which completely describes the item.
- D. The Contractor is responsible for advising DND Technical Authority and the NCB (DSCO 5) of any proprietary data or restrictions imposed on the release of its technical data to government entities in Canada or abroad.
- E. In the event of disputes regarding the acceptability of technical data submitted by the Contractor, the ruling of the NCB (DSCO) must prevail.
- F. The Contractor is ultimately responsible, under the conditions of the Contract, for the provision of the technical data for all of the items identified in the Contract. The Contractor must include the terms of this clause in any subcontracts, to ensure the availability of the technical data to DND and the NCB (DSCO).
- G. For end items procured by the Contractor from a subcontractor or supplier, the Contractor must provide the name of the actual manufacturer and their unique identifying part number along with all necessary technical documentation, and their bar code number if available.
- H. The Contractor must submit all data to the DND Technical Authority at least sixty (60) days before delivery of the equipment. Items must not be released for shipment unless identified with a NATO Stock Number provided for in the Contract, or unless specifically authorized by the Contracting Authority.
- I. The Contractor must contact the DSCO for any further clarification of the codification technical data requirements at:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: Director Supply Chain Operations (DSCO)

6.6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from the date of Contract Award to the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Dates

- A. The firm goods must be received on or before 60 calendar days after Contract Award Date [or as specified by the bidder in its bid, if applicable].
- B. The optional goods must be received on or before 60 calendar days after Contract Award Date [or as specified by the bidder in its bid, if applicable] from exercise of the option(s).

6.4.3 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. If an option is exercised, the Contractor must, at Canada's sole discretion, deliver the optional goods to delivery point(s) specified at Annex B of the Contract.

- C. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Technical Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.4.4 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

(a) 7 CF Supply Depot Lancaster Park
Edmonton, Alta
(780) 973-4011, ext. 4971/4524
Edm7CFSDMDS@forces.gc.ca

(b) 25 CF Supply Depot Montreal
Montreal, Qué.
(514) 252-2777, ext. 6530/2363
25dfactrafficRDV@forces.gc.ca

6.5 Authorities

6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Bobby Collison
Title: Procurement Officer
Position: DLP 5-3-4-5
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: Bobby.Collison@forces.gc.ca

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

6.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: _____
E-mail: _____

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

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After Sales Service

- A. The following dealer(s) and/or agent(s) is/are authorized to provide after sales service, maintenance, and warranty repairs; and a full range of repair parts for the equipment offered:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.
- B. For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Price

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

6.6.3 Method of Payment

6.6.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

6.6.4 Electronic Payment of Invoices

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (i) Direct Deposit (Domestic and International);
 - (ii) Electronic Data Interchange (EDI)
 - (iii) Wire Transfer (International Only);

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. 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.
- B. Invoices must be distributed by submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

[Invoice e-mail destination address to be specified in the resulting contract]

- C. Each invoice must contain or be supported by:
- (i) The serial number(s) or NATO Stock Number (NSN) and the Client Reference number (BT103).

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario** [or as specified by the bidder in its bid, if applicable].

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) Annex A Requirement;
 - (ii) The Articles of Agreement;
 - (iii) The General Conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
 - (v) Annex B, Basis of Payment;
 - (vi) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

6.12 Insurance - No Specific Requirement

- A. 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.

6.13 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, goods not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Quality Management Systems - Requirements (Quality Assurance Code C)

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.15 Post-Contract Award Meeting

- A. Within **10 days** of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within **5 calendar days** after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.16 Material

- A. Material supplied must be new unused and of current production by manufacturer.

6.17 Interchangeability

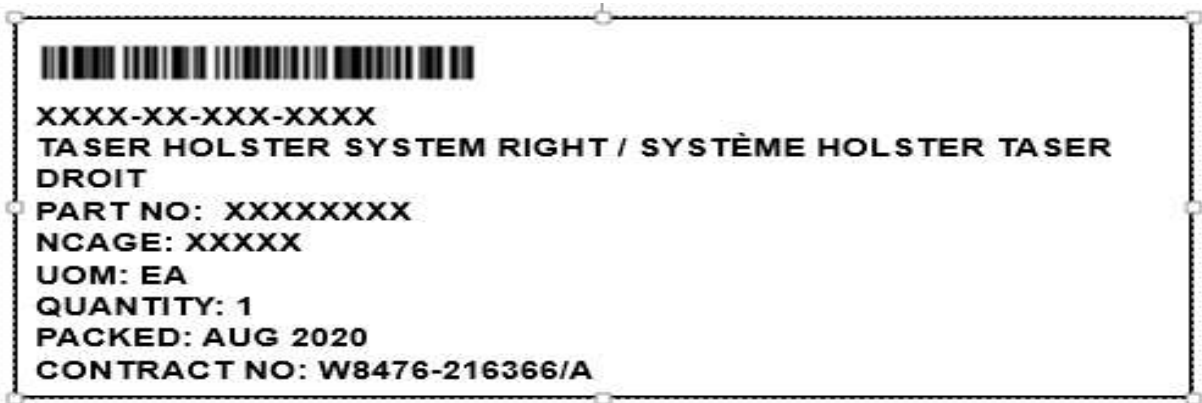
- A. Unless changes during the production run are authorized by the Contracting Authority, all equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

6.18 Recall Notices

- A. All recall notices must be forwarded to the Technical Authority identified in this Contract.

6.19 Packaging

- A. The Contractor must prepare the equipment for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.
- A. Configuration 1 and 2 and all spares must be individually packaged in either a heat sealed clear poly bag (unit pack) that is a minimum of 4 mil thick or a sealed cardboard box.
- B. The exterior of the packaging is to have an Individual Item Label applied. The Individual Item Label information will be confirmed by the Technical Authority once NATO Stock Number (NSN) cataloguing is complete.
- C. The label bar coding must be either Code 39 or GSI-128(UCC/EAN-128). The identification label format is as per the below:



6.20 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](https://www.ippc.int/en/core-activities/standards-setting/ispms/) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
 - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.21 Incomplete Assemblies

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained from the Contracting Authority.

6.22 Work Site Access

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

6.23 Canadian Forces Site Regulations

- A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.

6.24 Marking

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.25 United States Military Specifications and Standards

- A. The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defence Website, at the following address: [US Department of Defence](http://www.defense.gov/) (<http://www.defense.gov/>).

6.26 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“ANNEX C TASER X2 CEW HOLSTER SYSTEM TECHNICAL PURCHASE DESCRIPTION”

ANNEX B - BASIS OF PAYMENT

1. General

- A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
- B. Delivery Point:

Delivery Address	
Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9	Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5

2. Firm Goods

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Description	Delivery Point	Unit of Issue	Firm Quantity	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Holster System Configuration 1 Right Hand	Edmonton	EACH	410	[\$[Cost to be detailed in the resulting contract]]
2		Montreal	EACH	400	[\$[Cost to be detailed in the resulting contract]]
3	Holster System Configuration 2 Left Hand	Edmonton	EACH	75	[\$[Cost to be detailed in the resulting contract]]
4		Montreal	EACH	70	[\$[Cost to be detailed in the resulting contract]]
5	PALS Mounting Plate & Hardware	Edmonton	EACH	50	[\$[Cost to be detailed in the resulting contract]]
6	Duty Belt Mounting Plate & Hardware	Edmonton	EACH	50	[\$[Cost to be detailed in the resulting contract]]
7	Holster Right Hand with interface hardware to connect to duty belt and chest PALS attachment hardware.	Edmonton	EACH	40	[\$[Cost to be detailed in the resulting contract]]

8	Holster Left Hand with interface hardware to connect to duty belt and chest PALS attachment hardware	Edmonton	EACH	10	[\$[Cost to be detailed in the resulting contract]]
9	Hardware Kit	Edmonton	EACH	50	[\$[Cost to be detailed in the resulting contract]]

3. Optional Goods

A. Delivery Point:

Delivery Address
Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5

B. The Firm Unit Price(s) include(s) associated specifications, shipping and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) CFB Edmonton, Alt, Incoterms 2010:

Item	Description	Quantity of Optional Items	Unit of Issue	Firm Unit Price		
				YEAR 1	YEAR 2	YEAR 3
10	Holster System Configuration 1 Right Hand	400	Each	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]
11	Holster System Configuration 2 Left Hand	100	Each	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]
12	PALS Mounting Plate and Hardware (Spare Component)	300	Each	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]
13	Duty Belt Mounting Plate & Hardware (Spare Component)	300	Each	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]
14	Holster, Right Hand	200	Each	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]	[\$[Cost to be detailed in the resulting contract]]

15	Holster, Left Hand	100	Each	[\$[Cost to be detailed in the resulting contract]	[\$[Cost to be detailed in the resulting contract]	[\$[Cost to be detailed in the resulting contract]
16	Hardware Kit	200	Each	[\$[Cost to be detailed in the resulting contract]	[\$[Cost to be detailed in the resulting contract]	[\$[Cost to be detailed in the resulting contract]

***NOTE:**

Year 1: unit price if ordered within 12 months from contract award date.

Year 2: unit price if ordered within 13 to 24 months from contract award date.

Year 3: unit price if ordered within 25 to 36 months from contract award date.

ANNEX C

Intentionally left blank,

ANNEX D

See attached document(s) entitled:

“ANNEX D TASER X2 CEW HOLSTER SYSTEM BIDDERS INSTRUCTIONS AND EVALUATION PLAN”

**APPENDIX 1 to ANNEX D TASER X2 CEW HOLSTER SYSTEM TECHNICAL EVALUATION
WORKBOOK**

See attached Excel document entitled:

**“APPENDIX 1 to ANNEX D TASER X2 CEW HOLSTER SYSTEM TECHNICAL EVALUATION
WORKBOOK (English).xls”**

APPENDIX 2 to ANNEX D - TASER X2 CEW HOLSTER SYSTEM USER PERFORMANCE EVALUATION

See attached document(s):

“APPENDIX 2 to ANNEX D - TASER X2 CEW HOLSTER SYSTEM USER PERFORMANCE EVALUATION”

ANNEX C
TASER X2 CEW
HOLSTER SYSTEM
TECHNICAL PURCHASE DESCRIPTION

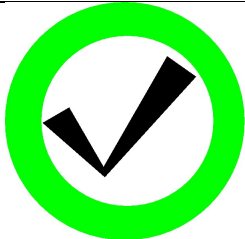


Solicitation Number: W8476-216366/B

Prepared by:

DSSPM 9
Technical Authority/Life Cycle Material Manager
National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2

1 January 2021



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

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1. SCOPE

1.1 Objective

1.1.1 The Department of National Defence's Directorate of Soldier Systems Program Management (DSSPM) has a requirement for the supply of a Taser X2 Holster System.

1.1.2 The purpose of this Technical Purchase Description (TPD) is to describe the technical requirements and work effort required from the Contractor for the supply of Taser X2 Conducted Energy Weapon (CEW) Holster System to meet the requirements for Military Police.

1.1.3 The Taser X2 Conducted Energy Weapon (CEW) is employed where non-lethal force is determined to be the appropriate level of force needed and a safe and secure Holster System is required.

1.1.4 This TPD details the mandatory requirements that must be met by all Taser X2 CEW Holster Systems.

1.1.5 The equipment must meet the manufacturer's published specifications for any functional or performance parameter not specified in this TPD.

1.2 Terminology

Acronyms	Description
ASTM	American Society for Testing and Materials
CA	Contracting Authority
CEW	Conducted Energy Weapon
CGCS	Canadian Government Cataloguing System
CLP	Cleaner Lubricant and Preservative
cm	centimeter
DEET	N, N-Diethyl-meta-toluamide
DSSPM	Directorate of Soldier Systems Program Management
EA	Each
IAW	In Accordance With
in	inch
NCAGE	NATO Commercial and Government Entity
NSN	NATO Stock Number
PALS	Pouch and Ladder System
TA	Technical Authority
TPD	Technical Purchase Description
UOM	Unit of Measure

2. REFERENCED DOCUMENTS

2.1 General

- 2.1.1 The documents listed in Section 2.2 and 2.3 set mandatory standards that must apply to and form part of this TPD. The Contractor is responsible for ensuring that it has obtained the most current version of each document. The version of the below identified document in effect at the time of Contract execution applies to and forms part of the TPD.
- 2.1.2 All other document references contained elsewhere are to be considered supplemental information only. The Contractor must bring to the attention of the Contracting Authority (CA) all perceived inconsistencies between the TPD and referenced documents. In the event of conflict between the content of this TPD and the referenced documents, the content of this TPD must prevail.
- 2.2 Military Standards
 - 2.2.1 Mil-Std. 810G Department of Defence Test Method Standard Environmental Engineering Considerations and Laboratory Tests.
- 2.3 Commercial Standards
 - 2.3.1 A-A-55301 Commercial Item Description Webbing, Textile, Textured or Multifilament Nylon
- 3. REQUIREMENTS
 - 3.1 Scope of Work
 - 3.1.1 The Holster System described within this TPD include the holster and all hardware items necessary to attach the holster to the Pouch and Ladder System (PALS) and to the in-service duty belt carry positions.
 - 3.1.2 Military Police patrol member must become proficient in mounting and using the Taser X2 CEW Holster System after receiving a maximum of 15 minutes of training from a qualified Military Police Group Use of Force Instructor.
 - 3.1.3 The Holster System must not require more than 5 minutes daily maintenance as defined by the manufacturer.
 - 3.1.4 The Taser X2 CEW when in the Holster must remain securely attached to the in-service duty belt and chest PALS mounting position while allowing the Military Police patrol member to perform all policing duties that include but are not limited to entering/exiting vehicles, working in constrained environments, running, crouching, jumping, climbing obstacles, putting on and removing clothing and during violent altercations where subjects may attempt to take the Taser X2 CEW.
 - 3.1.5 The Holster System must mount to an in-service duty belt that is 2.25 in (5.7 cm) wide and 0.25 in (0.64 cm) thick.
 - 3.1.6 The Holster System must mount to a PALS with four columns and two rows where the rows are manufactured with 1.0 in (2.5 cm) A-A 55301 Type III nylon webbing, spaced 1.0 in (2.5 cm) apart, and reattached to the backing at 1.5 in (3.8 cm) intervals.
 - 3.1.7 The Holster System must allow the Military Police patrol member to change the method of carry from the in-service duty belt position to a chest PALS carry position in under 30 seconds without having to unfasten/open and without having to adjust gear on the in-service duty belt.
 - 3.1.8 The Holster System must allow the Military Police patrol member to change the method of carry from a chest PALS carry position to the in-service duty belt carry position in under 30 seconds without having to unfasten/open and without having to adjust gear on the in-service duty belt.
 - 3.1.9 The Holster System must allow the Military Police patrol member to adjust the cant angle of the mounted holster through a minimum of 180 degrees range to cater to the users preferred

- method of carry position on both the in-service duty belt and chest PALS without the use of tools.
- 3.1.10 Within the cant angle rotation the Military Police patrol member must have access to a minimum of 5 locking positions.
 - 3.1.11 The Holster System must be designed to retain the chest PALS attachment and in-service duty belt attachment components installed so that only the holstered Taser X2 CEW and necessary reattachment components are transferred between Military Police patrol members at shift change.
 - 3.1.12 The Holster System must allow the Military Police patrol member to draw his/her Taser X2 CEW in under 2 seconds from both the chest PALS and the in-service duty belt carry position.
 - 3.1.13 The Holster must attach and rotate centered on the in-service duty belt so that the Holster can be worn comfortably in the front and on the hip of the Military Police patrol member (not a drop style connection).
- 3.2 Holster Retention
- 3.2.1 The Holster must be a Level 2 Retention holster.
 - 3.2.2 The Holsters first level of retention must be passive whereby due to its design, it securely grips the Taser X2 CEW and this friction holds it in place in each and every holster mounting orientation.
 - 3.2.3 The Holsters second level of retention must be an active mechanism that is manipulated by the Military Police patrol member using his/her index finger or thumb.
 - 3.2.4 To draw the Taser X2 CEW the Military Police patrol member must first activate the second level of retention then overcome the first level of retention by drawing the Taser X2 CEW.
- 3.3 Material and Component Requirements
- 3.3.1 The Holster and Holster components must be black.
 - 3.3.2 The Holster must automatically move the Taser X2 CEW Safety Switch from the Up (Armed) position to the Down (Safe) position upon holstering.
 - 3.3.3 The Holster must not move the Taser X2 CEW Safety Switch from the Down (Safe) position upon drawing weapon.
 - 3.3.4 When the Taser X2 CEW is holstered it must not be possible to access the trigger switch.
 - 3.3.5 The Holster must protect and retain smart probes in the event of accidental discharge of the Taser X2 CEW.
 - 3.3.6 The Holster bottom must have a drain hole or be open.
 - 3.3.7 The Holster must fit the Taser X2 CEW when fitted with all Taser approved batteries.
 - 3.3.8 The Holster must come in a right hand and left hand configuration to cater to left and right handed Military Police patrol members.
 - 3.3.9 Other than the Taser X2 CEW holster itself, all the holster system components must be fully interchangeable between configurations 1 and 2 as described in section 3.5.1
 - 3.3.10 The Holster Components less attachment hardware must be made of a synthetic or polymer material.
- 3.4 Operating Conditions
- 3.4.1 The Holster System must operate through all spectrums of conflict in a varying range of environments and terrain: jungle, mountains, forests, deserts, arctic and urban areas where a Military Police patrol member may be deployed.

- 3.4.2 All Holster Components must function under conditions ranging from Hot Dry (A1) to Basic Cold (C1) modified to -20 deg C IAW Mil-Std. 810G.
- 3.4.3 The weight of the holster system measured prior to and immediately following submersion in water for a period of 24 hours must not change by more than 2%.
- 3.4.4 The Holster system should not become damaged following exposure to the following IAW Mil-Std. 810G Contamination By Fluids Method 504.1 Procedure II:
 - 3.4.4.1 Gasoline: ASTM 4814, unleaded fuel for on-road use with typical North American additive package - 12 hour exposure;
 - 3.4.4.2 Naphtha (Camp Stove) - 12 hour exposure;
 - 3.4.4.3 Automotive oil used in gasoline engines - 12 hour exposure;
 - 3.4.4.4 VV-L-800 - 48 hour exposure;
 - 3.4.4.5 CLP - 48 hour exposure; and
 - 3.4.4.6 Insect Repellant containing 30% DEET - 48 hour exposure.
- 3.5 Holster System Configurations
 - 3.5.1 The Holster System must come in two distinct configurations as follows:
 - 3.5.1.1 Configuration 1: Right Hand draw holster with all the necessary components to mount the Taser X2 CEW to the chest PALS and in-service duty belt; and
 - 3.5.1.2 Configuration 2: Left Hand draw holster with all the necessary components to mount the Taser X2 CEW to the chest PALS and in-service duty belt.
- 3.6 Packaging
 - 3.6.1 Configurations 1 and 2 and all spare components must be individually packaged in a heat sealed clear poly bag that is a minimum of 4 mil thick or a sealed cardboard box.
 - 3.6.2 The exterior of each heat sealed clear poly bag or sealed cardboard box must be marked with a label containing the following information lines:
 - 3.6.2.1 Bar coded NATO Stock Number (NSN) in Code 39 or GS1-128(UCC/EAN-128) barcode format;
 - 3.6.2.2 NSN;
 - 3.6.2.3 Canadian Government Cataloguing System (CGCS) Bilingual Description:
 - 3.6.2.4 Part No:
 - 3.6.2.5 NCAGE:
 - 3.6.2.6 UOM: EA
 - 3.6.2.7 Quantity: 1
 - 3.6.2.8 Packed: MM YYYY
 - 3.6.2.9 Contract Number:
 - 3.6.3 The final label must be approved by the TA prior to all deliverables being made to Canada. Label text will be provided by the TA on completion of cataloguing.
 - 3.6.4 The final packaging showing label placement must be approved by the TA prior to all deliverables being made to Canada.
 - 3.6.5 The label layout is as illustrated in Figure 1.



Figure 1: Sample Label Format

3.7 Workmanship

3.7.1 The materials covered by this TPD must be free of imperfections and blemishes such as may adversely affect its appearance and serviceability.

ANNEX D

TASER X2 CEW

HOLSTER SYSTEM

BIDDERS INSTRUCTIONS AND TECHNICAL

EVALUATION PLAN

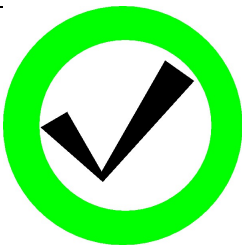


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Prepared by:

DSSPM 9
Technical Authority/Life Cycle Material Manager
National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2

1 January 2021



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AVIS

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Related Appendices:

- Appendix 1 Taser X2 CEW Holster System Technical Evaluation Workbook
- Appendix 2 Taser X2 CEW Holster System User Performance Evaluation

1. Introduction

1.1 Purpose

- 1.1.1 The purpose of this document is to describe the methodology that will be used to conduct the technical evaluation of bids made in respect of Annex C Taser X2 CEW Holster System Technical Purchase Description.

2. Guidance To Bidders

- 2.1 Bidders must comply with the specific instructions contained in this document. Failure to do so will result in their bid submission being declared non-compliant in which case it would not be further evaluated.

3. Terminology

Acronyms	Description
CEW	Conducted Energy Weapon
DND	Department of National Defence
OEM	Original Equipment Manufacturer

4. Overview

- 4.1 The Taser X2 CEW Holster System technical evaluation will be conducted in two phases as follows:

4.1.1 Phase 1

- 4.1.1.1 Phase 1 will be a physical examination of Bid Samples, and the mandatory technical and documentary evidence that must be provided by Bidders to support their bid as detailed in Appendix 1 to Annex D column 4.

- 4.1.1.2 All bids deemed fully compliant will progress to Phase 2. Non-compliant bids will be removed from further consideration.

4.1.2 Phase 2

- 4.1.2.1 Phase 2 will be a User Performance Evaluation where Military Police Patrol Members will be required to use the Bid Samples in field conditions in order to assess their performance and then score them against User Performance Evaluation Criteria described in Appendix 2 to Annex D Table 2.

4.1.3 Evaluation Criteria

4.1.3.1 Phase 1 Mandatory Criteria

- 4.1.3.1.1 Mandatory criteria being evaluated are identified in the Technical Evaluation Workbook attached as Appendix 1 to Annex D. Failure to meet all of these criteria will render the bid non-compliant and it will be removed from further consideration.

- 4.1.3.1.2 The Technical Evaluation Workbook attached as Appendix 1 to Annex D contains a worksheet for the Holster System (worksheet Annex D Holster System refers).

4.1.3.2 Phase 2 Pass Rated Criteria

- 4.1.3.2.1 Pass rated criteria are identified in Table 2 of Appendix 2 to Annex D.

4.1.4 Phase 1 Mandatory Criteria Evaluation

- 4.1.4.1 Proposal Documentation

- 4.1.4.1.1 The Bidder's bid should include a signed and dated copy of the Technical Evaluation Workbook (Appendix 1 to Annex D), with the self-assessment at Columns 5, 6 and 7 completed, and the required documentary evidence attached. References to external sources and web sites will not be accepted.
- 4.1.4.1.2 Instruction for the completion of Columns 5, 6 and 7 are as follows.
- 4.1.4.2 Column 5 "Bidder's Compliance Self-Assessment"
- 4.1.4.2.1 This column is a Bidder's self-assessment column where a Bidder should indicate whether he is compliant/non-compliant for each mandatory requirement being evaluated. Each cell contains a drop down menu with two choices from which the Bidder should choose either "Compliant" or "Non-Compliant".
- 4.1.4.3 Column 6 "Evidence Location in Bid Package"
- 4.1.4.3.1 In this column the Bidder should clearly identify where in the bid proposal (document, page and paragraph) the evaluator can find information that supports the Bidder's compliance against the mandatory criteria.
- 4.1.4.3.2 Where a Certificate of Conformance is specified in Appendix 1 to Annex D the bidder must demonstrate their compliance by providing substantial information describing completely and in detail how the requirement is met or addressed.
- 4.1.4.4 Columns 7 " Bidder's Statement and/or Comments"
- 4.1.4.4.1 In this column the Bidder should provide additional relevant information that they would like to bring to the attention of the evaluator for consideration during his assessment of each of the mandatory requirements.
- 4.1.4.5 Bidder's Count of Mandatory Requirement Compliance
- 4.1.4.5.1 Cell G10 of the Technical Evaluation Workbook is a self-calculating cell where the bidder can track its rated compliance against the total number of mandatory requirements.
- 4.1.5 Phase 2 User Performance Evaluation
- 4.1.5.1 Performance Evaluation
- 4.1.5.1.1 Military Police Patrol Members will assess the performance of the Bid Samples in accordance with the process described in Appendix 2 to Annex D.
- 4.1.5.2 Evaluators
- 4.1.5.2.1 Three Military Police Patrol Members will be used to conduct the user performance evaluation. One of the Military Police Patrol Members will be left handed.
- 4.1.5.3 Military Police Patrol Members Evaluation
- 4.1.5.4 Following the completion of the Activity Routine (Table 1 of Appendix 2 refers) each Military Police Patrol Members will assess the Bid Sample Holster Systems used against the User Performance Evaluation Criteria (Table 2 of Appendix refers) and for each criteria serial will allocate a pass or fail rating.
- 4.1.5.5 Phase 2 Compliance
- 4.1.5.5.1 To be considered compliant in Phase 2 the Bidder must receive two or three pass ratings for each of the 19 criteria serials.

APPENDIX 2 to ANNEX D

TASER X2 CEW HOLSTER SYSTEM

USER PERFORMANCE EVALUATION

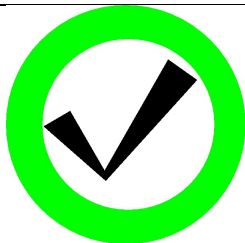


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Prepared by:

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National Defence Headquarters
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1. INTRODUCTION

- 1.1 This appendix sets out the requirements for Phase 2: Taser X2 CEW Holster System User Performance Evaluation.

2. AIM

- 2.1 The aim of the Taser X2 CEW Holster System User Performance Evaluation is to assess the performance of Phase 1 compliant bid samples against the User Performance Evaluation Criteria identified in Appendix 2 to Annex D.

3. USER PERFORMANCE EVALUATION TEAM

- 3.1 The following personnel will be part of the User Performance Evaluation Team:
 - 3.1.1 Directorate of Soldier System Program Management System Engineering Manager to act as the Technical Authority (TA) to administer the User Performance Evaluation.
 - 3.1.2 Military Police Group Use of Force Subject Matter Expert (SME).
 - 3.1.3 Three Military Police Patrol Members selected by the Military Police Group Use of Force SME to act as User Performance Evaluators (evaluators). These evaluators will be selected from the target population for which the Holster System are intended to be used. One of the evaluators will be left handed.

4. BRIEFINGS

- 4.1 The evaluators will be briefed by the TA prior to the start of the User Performance Evaluation.

5. USER PERFORMANCE EVALUATION METHODOLOGY

- 5.1 All evaluators will wear all the uniform clothing and duty gear (pistol/handcuffs/magazine pouches etc) required of a Military Police Patrol Member while out on patrol including the sniper system plate carrier.
- 5.2 The Military Police Group Use of Force SME will ensure that all the uniform clothing donned at paragraph 5.1 fit the evaluators properly.
- 5.3 The evaluators will be provided with training on the Holster System being evaluated by the Military Police Group Use of Force SME and TA. Following the training, each evaluator will be provided 30 minutes to install and set up the Holster System on their in-service duty belt and sniper plate carrier. During the 30 minutes evaluators will practice holstering and drawing the Taser X2 CEW mounted from the in-service duty belt and chest PALS positions.
- 5.4 The evaluators will then complete the Holster System Activity Routine detailed in Table 1 under Use of Force Instructor supervision.

Table 1: Activity Routine		
Activity number	Activity	Duration / minutes
1	Conduct weapon retention drills with subject attempting to remove the Taser X2 CEW from officers holster, from a frontal attack.	5 repetitions in-service duty belt and PALS mounting
2	Conduct weapon retention drills with subject attempting to remove the Taser X2 CEW from officers holster, from a rear attack.	5 repetitions in-service duty belt and PALS mounting
3	Conduct weapon retention drills where the subject stress tests the strength of the holster without attempting to defeat the holsters retention features.	5 repetitions in-service duty belt and PALS mounting
4	Conduct weapon drills where the officer draws and secures the Taser X2 CEW in the holster. Draws to be conducted while stationary, walking, retreating backwards, jogging and seated in a patrol vehicle.	5 repetitions in-service duty belt and PALS Mounting for each movements
5	Officers are to operate the holster system in any other manner that they feel would be possible in an operational setting.	30 Minutes

Table 1: Holster System – Activity Routine

- 5.5 Following the completion of the Table 1 Activity Routine each evaluator will evaluate as “Yes” or “No” the bidders Holster System against each criteria in Table 2 (serials 1-19 refer).
- 5.6 The TA will review evaluator responses and assign a “Pass” rating to each criteria in Table 2 (serials 1-19) where two or three “Yes” responses have been assigned by the evaluators.
- 5.7 The TA will assess the bidders Holster System as “Compliant” if each of the criteria in Table 2 (serials 1-19) have as “Pass” rating.

Table 2: Holster System – User Performance Evaluation Criteria

SERIAL	CRITERIA QUESTION	YES/NO			PASS/FAIL
		Evaluator 1	Evaluator 2	Evaluator 3	Rating
1	Can you wear the Taser X2 CEW holster mounted to the in-service duty belt without experiencing any discomfort?				
2	Can you wear the Taser X2 CEW holster mounted to the in-service duty belt so that it does not restrict you from entering your patrol vehicle?				
3	Can you wear the Taser X2 CEW holster mounted to the in-service duty belt so that it does not restrict you from exiting your patrol vehicle?				
4	Can you draw the Taser X2 CEW from the holster mounted to the in-service duty belt while sitting in a patrol vehicle with the door closed?				
5	Can you draw the Taser X2 CEW from the holster mounted to the in-service duty belt while jogging?				
6	Can you draw the Taser X2 CEW from the holster mounted to the in-service duty belt while creating time/distance (moving backward)?				
7	Can you draw the Taser X2 CEW from the holster mounted to the chest PALS position while creating time/distance (moving backwards)?				
8	Does the Taser X2 CEW remain secure in the holster following multiple iterations of entering and exiting the patrol vehicle?				
9	Does the Taser X2 CEW holster attached to the in-service duty belt remain in its locked position and the Taser X2 CEW remain secured following multiple iterations of entering and exiting the patrol vehicle and following jogging and performing police duties such as jumping and climbing over obstacles.				

Table 2: Holster System – User Performance Evaluation Criteria

SERIAL	CRITERIA QUESTION	YES/NO			PASS/FAIL
		Evaluator 1	Evaluator 2	Evaluator 3	Rating
10	Are you able to draw the Taser X2 CEW in two seconds or less from the holster mounted to the in-service duty belt under stress while adopting various shooting positions (standing/kneeling/sitting etc)?				
11	Are you able to draw the Taser X2 CEW in two seconds or less from the holster mounted to the chest PALS under stress while adopting various shooting positions (standing/kneeling/sitting etc)?				
12	Are you able to holster the Taser X2 CEW into the holster mounted to the in-service duty belt position with one hand while not looking at the holster?				
13	Are you able to change the method of carry from the in-service duty belt position to a chest PALS carry position in under 30 seconds without having to unfasten/open and without having to remove/reposition gear on the in-service duty belt?				
14	Are you able to change the method of carry from a chest PALS carry position to the in-service duty belt carry position in under 30 seconds without having to unfasten/open and without having to remove/reposition gear on the duty belt?				
15	Are you able to retain the chest PALS attachment and in-service duty belt attachment components installed so that only the holstered Taser X2 CEW and necessary reattachment components are transferred between Military Police patrol members at shift change?				

Table 2: Holster System – User Performance Evaluation Criteria					
SERIAL	CRITERIA QUESTION	YES/NO			PASS/FAIL
		Evaluator 1	Evaluator 2	Evaluator 3	Rating
16	Are you able to draw the Taser X2 CEW while wearing patrol gloves?				
17	Do you feel confident that the Taser X2 CEW in either mounting position is secure and would limit a subject from easily obtaining the CEW in close confined situations?				
18	Are you able to holster the Taser X2 CEW into the holster mounted to the chest PALS position with one hand while not looking at the holster?				
19	Do you believe that this Holster System can be deployed in its current configuration without jeopardizing your safety or ability to perform policing duties?				
OVERALL COMPLIANCE (TA to circle as appropriate)		COMPLIANT or NON-COMPLIANT			

Table 2: Holster System – User Performance Evaluation Criteria

6. REPORTING

- 6.1 The TA will produce the User Performance Evaluation Report.
- 6.2 Any bids that are assessed as being non-compliant in Phase 2 will be removed from further consideration.