



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Weapons Systems Division/Division des systèmes d'arme

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet Pistol and Holster System	
Solicitation No. - N° de l'invitation W8476-216392/A	Date 2021-02-26
Client Reference No. - N° de référence du client W8476-216392	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-039-28121	
File No. - N° de dossier 039bm.W8476-216392	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-03-12 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Grosser, Keith	Buyer Id - Id de l'acheteur 039bm
Telephone No. - N° de téléphone (873) 355-2334 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

This is a DRAFT version of the intended Request for Proposal for the purpose of soliciting feedback. Respondents are requested to provide feedback /comments in writing to the Contracting Authority directly. Canada will not be providing answers to questions during the Draft RFP phase.

This is NOT a formal Request for Proposal at this time.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS.....	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS - EPOST CONNECT ONLY	5
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS	6
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
2.7 BIDDERS' CONFERENCE.....	6
2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	6
2.10 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION.....	15
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	16
5.1 CERTIFICATIONS REQUIRED WITH THE BID	16
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	16
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	18
6.1 SECURITY REQUIREMENTS.....	18
6.2 FINANCIAL CAPABILITY.....	18
6.3 BID FINANCIAL SECURITY.....	18
6.4 CONTROLLED GOODS REQUIREMENT	18
6.5 INSURANCE REQUIREMENTS.....	18
PART 7 - RESULTING CONTRACT CLAUSES	19
7.1 STATEMENT OF WORK	19
7.2 STANDARD CLAUSES AND CONDITIONS.....	21
7.3 SECURITY REQUIREMENTS.....	21
7.4 TERM OF CONTRACT	21
7.5 AUTHORITIES.....	22
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	24

7.7	PAYMENT	24
7.8	INVOICING INSTRUCTIONS.....	25
7.9	Inspection.....	25
7.10	CERTIFICATIONS AND ADDITIONAL INFORMATION	26
7.11	APPLICABLE LAWS	26
7.12	PRIORITY OF DOCUMENTS.....	26
7.13	DEFENCE CONTRACT	26
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	26
7.15	INSURANCE.....	26
7.16	LIMITATION OF LIABILITY.....	26
7.17	SACC MANUAL CLAUSES.....	26
7.18	Shipping Instructions.....	27
7.19	Preparation for Delivery.....	27
7.20	Government Supplied Material.....	27
7.21	DISPUTE RESOLUTION	27

LIST OF ANNEXES

ANNEX "A" BASIS OF PAYMENT

ANNEX "B" C22 MODULAR PISTOL PROJECT STATEMENT OF WORK

APPENDIX 1 to ANNEX B C22 MODULAR PISTOL PROJECT CONTRACT DATA REQUIREMENTS LIST (CDRL)

APPENDIX 2 to ANNEX B C22 MODULAR PISTOL PROJECT DATA ITEM DESCRIPTIONS (DID)

APPENDIX 3 to ANNEX B C22 MODULAR PISTOL PROJECT STATEMENT OF WORK PROCESS FLOW DIAGRAM

APPENDIX 4 to ANNEX B C22 MODULAR PISTOL PROJECT SYSTEM ACCEPTANCE TEST (SAT)

ATTACHMENT 1 TO APP.4 TO ANNEX B: SAT COMPLIANCE VERIFICATION CHECKLIST

ATTACHMENT 2 TO APP.4 TO ANNEX B: SAT TEST PROCEDURES

ATTACHMENT 3 TO APP.4 TO ANNEX B: SAT PRECISION AND ACCURACY TESTING RECORD SHEET

ANNEX "C" C22 MODULAR PISTOL PROJECT PISTOL TECHNICAL AND PERFORMANCE SPECIFICATION

ANNEX "D" C22 MODULAR PISTOL PROJECT HOLSTER SYSTEM TECHNICAL AND PERFORMANCE SPECIFICATION

ANNEX "E" C22 MODULAR PISTOL PROJECT BIDDERS INSTRUCTIONS AND TECHNICAL EVALUATION PLAN

APPENDIX 1 TO ANNEX E: TECHNICAL EVALUATION WORKBOOK FOR PHASE 1

Note Appendix 1 to Annex E will be released in the native file format (xlsx) and the bidder must return the document completed without any security being added to the document.

APPENDIX 2 TO ANNEX E: COMPLIANCE VERIFICATION CHECKLIST FOR PHASES 2 AND 3

APPENDIX 3 TO ANNEX E: TECHNICAL EVALUATION PROCEDURES FOR PHASES 2 AND 3

ATTACHMENT 1 TO APP. 4 TO ANNEX E: PRECISION AND ACCURACY DEMONSTRATION RECORD SHEET

ATTACHMENT 2 TO APP.4 TO ANNEX E: ENDURANCE AND PRECISION TESTING RECORD SHEET

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX "F" C22 MODULAR PISTOL PROJECT BID SAMPLE DELIVERABLE REQUIREMENTS

ANNEX "G" TO PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

**ANNEX "H" TO PART 5 OF THE BID SOLICITATION FEDERAL CONTRACTORS PROGRAM FOR
EMPLOYMENT EQUITY – CERTIFICATION**

ANNEX "I" DND 626 TASK AUTHORIZATION FORM

DRAFT

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Basis of Payment, the Statement of Work, the Mandatory Technical Requirements, the Technical Instructions to Bidders, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form DND 626, and any associated appendices.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement to procure a replacement pistol and holster system for the Canadian Armed Forces.
- 1.2.2 The requirement is subject to the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Annex "H" to Part 5 of the Bid Solicitation -Federal Contractors Program for Employment Equity - Certification.
- 1.2.4 Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically; absolutely no physical submissions are permitted at this time due to COVID-19. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(SACC Manual\)](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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Insert: "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. For the sole purpose of conducting the Bid Evaluation and to determine overall scores to perform the requirement, the terms "Bidder" and "Bidders" refer to the main Bidder of the Prime Contractor but will also include all subcontractors, partners of a formal partnership, members of an executed Teaming Agreement, and members of a Joint Venture formally established for the purposes of participating in the Bid.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material - Bid

2.2 Submission of Bids – epost Connect ONLY (All pdf files if used must be submitted in a unlocked format.)

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) -- via epost Connect only due to COVID-19 -- by the date, time and place indicated in the bid solicitation.

Note: Bidders using epost Connect for this bid closing at the Bid Receiving Unit in the National Capital Region (NCR) must use the following email address:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect. Step one of the two-step epost Connect process is to send an email to the above address and this first step should be initiated a few days in advance of any submission deadline.

2.3 Former Public Servant

Not Applicable (N/A)

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Work 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 30 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

N/A

2.8 Basis for Canada's Ownership of Intellectual Property

N/A

2.9 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

-
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

DRAFT

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its electronic bid in accordance with section 08 of the 2003, Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

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

Due to the nature of the bid solicitation (and due to COVID-19), only bids transmitted by e-post Connect service to PWGSC can be accepted.

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 nonresponsive. The Bid Samples submitted by the Bidder will remain the property of the Bidder and are only being loaned to the Government of Canada to support bid evaluation. Bid Samples will be sent back to the Bidder to an address provided by the Bidder in an "as is" condition due to physical testing during the evaluation and the Government of Canada is not responsible for any missing components.

"The Bidder must send deliveries of the Bid Samples (outlined in Annex F - BID SAMPLE DELIVERABLE REQUIREMENTS) to Canadian Forces Support Unit (CFSU) Uplands by appointment only. The Bidder or its carrier must arrange a delivery appointment by contacting Darren Hayes at the phone number shown below.

Bidders must supply the Shipping Tracking numbers to the Contracting Authority as soon as the Bid Samples are shipped.

All packaging must clearly be labeled with the Solicitation Number and the contact person listed below.

The BID SAMPLES must be delivered to the following location:

Central Material Traffic Terminal
360 Paul Benoit Driveway
Building 346
Ottawa, ON
Canada
K1V 1J9

ATT: DARREN HAYES
Phone: 613-991-9708
Solicitation Number: W8476-216392/A

All shipments must be delivered from 0800 to 1600 hrs. Monday to Friday only and require a signature upon delivery.

Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Bidders must demonstrate their compliance with the following sections 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.

Bidders must refer to:

ANNEX "B" C22 MODULAR PISTOL PROJECT STATEMENT OF WORK and its Appendices;
ANNEX "C" C22 MODULAR PISTOL PROJECT PISTOL TECHNICAL AND PERFORMANCE SPECIFICATION and its Appendices;
ANNEX "D" C22 MODULAR PISTOL PROJECT HOLSTER SYSTEM TECHNICAL AND PERFORMANCE SPECIFICATION and its Appendices; and
ANNEX "E" C22 MODULAR PISTOL PROJECT BIDDERS INSTRUCTIONS AND TECHNICAL EVALUATION PLAN and its Appendices.
ANNEX "F" C22 MODULAR PISTOL PROJECT BID SAMPLE DELIVERABLE REQUIREMENTS and its Appendices

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Annex "A" Basis of Payment.

Applicable Taxes must be shown separately, if applicable.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "G" to Part 3 of the Bid Solicitation - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "G" to Part 3 of the Bid Solicitation - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

SACC Manual Clause C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the

bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Unless otherwise set out in this Request for Proposal (RFP), Canada may conduct steps in the evaluation process in any order it wishes, including carrying out steps in parallel. Canada will take all the necessary COVID-19 restrictions and procedures into account during the entire evaluation process.
- (d) Canada will use the Phased Bid Compliance Process (PBCP) described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I, II OR III MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under 2003, Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: PBCP Financial Bid Evaluation

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

- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being evaluated as part of the Phase 1 Technical Bid Evaluation. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR. All CARs sent by Canada will be sent by email, and must be responded by email in the allocated time period stated.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder

shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR must identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

Only those bids deemed to be fully compliant with the Phase I Financial and Phase II Technical PBCP evaluation will progress to Phase III Technical Evaluation. All other bids will be deemed to be non-responsive and will not be evaluated further.

4.1.1.4 Phase III: Technical Evaluation

Canada will conduct the Phase III Technical Evaluation in three phases in accordance with Annex E BIDDERS INSTRUCTIONS AND TECHNICAL EVALUATION PLAN as follows:

- (a) Phase 1 Technical Requirements Evaluation will be an examination of the mandatory technical and documentary evidence that must be provided by Bidders to support their bid as detailed in Appendix 1 to Annex E column 4. Only those bids deemed to be fully compliant with the Phase 1 Technical Requirements Evaluation will progress to the Phase 2 Laboratory and Range Testing evaluation. All other bids will be deemed to be non-responsive and will not be evaluated further.

- (b) Phase 2 Laboratory and Range Testing will include laboratory and range testing using the Bid Samples to confirm compliance to specific technical requirements. Bids will be ranked by the Contracting Authority based on the Total Evaluated Price at Table 6 to Annex A BASIS OF PAYMENT. The three bids evaluated with the lowest Total Evaluated Price will be evaluated in accordance with Appendix 2 to Annex E. Only those bids deemed to be fully compliant with the Phase 2 Laboratory and Range Testing evaluation will progress to the Phase 3 Endurance and Precision Testing evaluation. All other bids will be deemed to be non-responsive and will not be evaluated further. In the event that all three bids are deemed to be non-responsive the Contracting Authority will identify the next three ranked bids with the lowest Total Evaluated Price which will be evaluated in accordance with Appendix 2 to Annex E. This iterative process will continue until we have at least one fully compliant Phase 2 bid.
- (c) Phase 3 Endurance and Precision Testing evaluation will consist of the conduct of Endurance and Precision Testing using the Bid Samples to confirm compliance to specific technical requirements in accordance with Appendix 2 to Annex E. This evaluation will be conducted starting with the bid with the lowest Total Evaluated Price. If the bid with the lowest Total Evaluated Price is fully compliant with the Phase 3 Endurance and Precision Testing evaluation the other bids that enter Phase 3 Endurance and Precision Testing will not be evaluated. If the bid with the lowest Total Evaluated Price is non-responsive the next bid with the lowest Total Evaluated Price will be evaluated. This approach will continue until a fully compliant bid is identified. In the event that all bids that initially entered the Phase 3 Endurance and Precision Testing evaluation are deemed to be non-responsive we will return to back to the Phase 2 Laboratory and Range Testing which will resume with the evaluation of the next three bids ranked with the lowest Total Evaluated Price that were not previously identified.

Only those bids deemed to be fully compliant with the Phase I Financial PBCP, Phase II Technical PBCP and Phase III Technical Evaluation evaluations will progress to Phase IV Final Evaluation of the Bid.

4.1.1.5 Phase IV: Final Evaluation of the Bid

- (a) In Phase IV, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase I, II and III. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory financial and technical evaluation criteria to be declared responsive.

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

The responsive Bidder with the overall lowest evaluated total cost and having passed mandatory technical testing criteria will be recommended for the issuance of a contract as detailed under Part 7 of the bid solicitation.

DRAFT

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

N/A

5.1.2.2 Set-aside for Aboriginal Business

N/A

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed Annex "H" to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex "H" to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

N/A

5.2.3.2 Status and Availability of Resources

N/A

5.2.3.3 Price Certification

C0001T (2007-05-25) - Price Certification - Foreign Suppliers
C0003T (2008-12-12) - Price Certification - Canadian Suppliers

5.2.3.4 Education and Experience

N/A

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

N/A

6.3 Bid Financial Security

N/A

6.4 Controlled Goods Requirement

SACC Manual Clause [A9130T](#) (2019-11-28) Controlled Goods Program - Bid

6.5 Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

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

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" Basis of Payment Tables 2 and 4 Optional Quantities for the C22 Full Frame pistol and Holster System, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

7.1.2 Task Authorization – Spare Parts

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The prices associated with the TA's will be upon receipt of the TA to ensure accurate yearly pricing is reflected on the TA.

7.1.2.1 Task Authorization Process

SACC Manual Clause B9054C (2014-06-26)

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a TA. The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form specified in Annex "I".
2. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority confirmation within 5 business days of its receipt of the TA. The Contractor must provide the proposed total estimated cost for performing the task and a breakdown of that cost within 30 days of receipt in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

SACC Manual Clause C9011C (2014-06-26)

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Task Authorization - Order of Ranking

N/A

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual Clause B9031C (2011-05-16)

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

SACC Manual Clause B9056C (2013-04-25)

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. The authorized task number or task revision number(s);
- ii. A title or a brief description of each authorized task;
- iii. The total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. The total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. The start and completion date for each authorized task; and
- vi. The active status of each authorized task, as applicable.

For all authorized tasks:

- i. The amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. The total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.6 Task Authorization - Department of National Defence

SACC Manual Clause B9051C (2011-05-16)

The administration of the Task Authorization process will be carried out by the Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.1.2.7 Procedure for Design Change or Additional Work

SACC Manual Clause B5007C (2010-01-11), Procedure for Design Change or Additional Work

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[SAC Manual Clause 2030](#) (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

7.4.1.1 The period of the production Contract is from date of Contract Award for a period of five (5) years.

7.4.2 Delivery Date

7.4.2.1 For items detailed in Annex "A" Basis of Payment Tables 1 and 3, System Acceptance Testing (SAT) to occur NLT 90 days after Contract Award. Production deliveries must occur NLT 90 days following approval of SAT report with monthly delivery in batches of 2,500 pistols and holster systems or more;

7.4.2.2 For items detailed in Annex "A" Basis of Payment Tables 2 and 4, all the deliverables must be received no later than **90** days after receipt of order;

7.4.2.3 For items detailed in Annex "A" Basis of Payment Table 5 - Contract Data Requirement List (CDRL) Deliverables, the Contractor will be paid upon receipt and acceptance by Canada.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

N/A

7.4.5 Delivery Points

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

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. The specified locations and contact information will be identified at contract award. The consignee may refuse shipments when prior arrangements have not been made.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Keith Grosser
Title: Contract Authority
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Electronics, Munitions and Tactical Systems Procurement

Address: 11 Laurier St.
Gatineau, Quebec
K1A 0S5
Canada
Building Portage III
Floor 8C2

Telephone: 873-355-2334
E-mail address: keith.grosser@tpsgc-pwgsc.gc.ca

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

7.5.2 Procurement Authority

[The Procurement Authority will be identified upon Contract award.]

The Procurement Authority for the Contract is:

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

Telephone: ____ - ____ - ____
E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has

no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority

[The Technical Authority will be identified upon Contract award.]

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail: _____

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

7.5.4 Quality Assurance Authority

[The Quality Assurance Authority will be identified upon Contract award.]

The Quality Assurance Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail: _____

7.5.5 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

N/A

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "A" for a cost of \$ _____. Customs duties are subject to exemption and Applicable Taxes are extra, if applicable.

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.

7.7.2 Limitation of Price

SACC Manual Clause C6000C (2017-08-17), Limitation of Price

7.7.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payment

7.7.4 Basis of Payment for Task Authorizations

7.7.4.1 The Contractor may submit a "Firm Price", quote to the DND Procurement Authority. The Contractor will be paid in accordance with the Annex "A" Basis of Payment of this contract. For each of the above cases, the following clauses must be completed and added to the task authorization form.

7.7.4.1.1 SACC Manual Clause C0207C (2013-04-25), Basis of Payment - Firm Price;

7.7.5 SACC Manual Clauses

A9117C (2007-11-30), T1204 Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C0305C (2014-06-26), Cost Submission - Limitation of Expenditure or Ceiling Price
H4500C (2010-01-11), Lien - Section 427 of the Bank Act
C3015C (2017-08-17), Exchange rate fluctuation adjustment – **Options Only**

7.7.6 Electronic Payment of Invoices – Contract

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

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

7.7.7 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11)

7.8 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12)

The original must be forwarded to the following address for certification and payment:

Department of National Defence
MGen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, Ontario
Canada
K1A 0K2

ATTN: DLP 5-3-1

For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the Procurement Authority at:

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

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 Procurement Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

Inspection:

7.9 Inspection

The DND Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, deliverable item, document, good or service not be in accordance with the requirements of the Statement of Work 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.

7.10 Certifications and Additional Information

7.10.1 Compliance

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

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

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

7.10.3 Existing Technical Publications - Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The 2030 (2020-05-28), General Conditions - Higher Complexity – Goods;
- (c) Annex “A” Basis of Payment;
- (d) Annex “B” C22 Modular Pistol Project Statement of Work;
- (e) Annex “C” C22 Modular Pistol Project Pistol Technical and Performance Specification;
- (f) Annex “D” C22 Modular Pistol Project Holster System Technical and Performance Specification;
- (g) Annex “G” to Part 3 of the Bid Solicitation - Electronic Payment Instruments;
- (h) Annex “H” to Part 5 of the Bid Solicitation - Federal Contractors Program for Employment Equity – Certification;
- (i) The Contractor's bid dated _____, as clarified on _____ and as amended on _____.

7.13 Defence Contract

SACC Manual Clause [A9006C](#) (2012-07-16), Defence Contract

7.14 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

SACC Manual Clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

SACC Manual Clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

7.15 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance

7.16 Limitation of Liability

N/A

7.17 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
C2800C (2013-01-28), Priority Rating

C2801C (2017-08-17), Priority Rating Canadian-based Contractors
C4005C (2018-04-17), Travel and Living Expenses - National Joint Council Travel Directive
D2025C (2017-08-17), Wood Packaging Materials
D3016C (2014-09-25), Preparation for Delivery - Canadian Forces Packaging Specifications
D5505C (2007-11-30), Quality Assurance Document
D5510C (2017-08-17), Quality assurance authority (Department of National Defence): Canadian-based contractor
D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5540C (2019-05-30), ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)
D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor
D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor
D5606C (2017-11-28), Release Documents (Department of National Defence), Canadian-based contractor
D5620C (2012-07-16), Release Documents Distribution
D6010C (2007-11-30), Palletization
D9002C (2007-11-30), Incomplete Assemblies
C2611C (2007-11-30), Customs Duties # Contractor Importer
B4007C (2014-06-26), Statement of Work - Contract
A9068 (2010-01-11), Government Site Regulations

7.18 Shipping Instructions

D0035C (2020-07-01), Shipping instructions (Department of National Defence): Foreign-based contractors

D0037C (2016-01-28), Shipping Instructions (Department of National Defence), Canadian-based Contractor

7.19 Preparation for Delivery

D3018C (2014-09-25), Packaging Requirements using Specification D-LM-008-036/SF-000

The Contractor must prepare items 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.

The Contractor must package items in quantities of 1 by Package.

7.20 Government Supplied Material

1. The following Government Supplied Material (GSM) will be supplied by Canada to the Contractor for the purpose of incorporation into the Work and will be subject to the conditions listed below:

Description: CARTRIDGE, 9 MILLIMETER/CARTOUCHE, 9 MM

Quantity: Up to 11 rounds per C22 Full Frame Pistol ordered by Canada

NSN: 1305-20-000-6943

Lot #: TBD

2. GSM must not be disposed of without the written approval of the Contracting Authority.

3. GSM is the property of the Government of Canada. In the event consent for the disposition is given by the Contracting Authority, the Contractor shall maintain records of the disposition of all GSM, such records to be delivered to the Contracting Authority upon request.

4. The GSM will be supplied to the Contractor by Canada without charge.

5. In the event of problems with the GSM supplied, the Contractor must advise the Contracting Authority immediately, identifying the specific problem. Should the Contractor proceed without guidance from the Contracting Authority, any costs incurred, and lost GSM shall be at the Contractor's expense.

6. Canada will not pay for Work performed on any GSM that is damaged or lost while under the Contractor's care.

7. The Contractor must return to Canada all empties (metal boxes and fired cartridge cases) and salvage (all other packing pieces) that are accumulated as a result of the consumption of the GSM listed above.

7.21 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

BASIS OF PAYMENT

The bidder with the lowest Total Evaluated Price indicated in Table 6 will be awarded a contract.

Table 1.0 Pistol Requirements – Firm Quantities C22 Full Frame Pistol.

NOTE: Pricing for Options will be determined at the time the Option is exercised

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
001	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools)	KT	4000	Department of National Defence 7 CFSD Edmonton Lancaster Park 195 Ave & 82 St, Bldg 236 Edmonton, AB T5J 4J5 Canada	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
002	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools)	KT	4000	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (A)	\$

Table 2.1 Pistol Requirements Optional Quantities Year One(0-12 Months) – C22 Full Frame Pistol.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
003	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools) Up to total optional quantity	KT	3517	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

	in call-ups of a minimum of 50 units						
						Total (B)	\$

Table 2.2 Pistol Requirements Optional Quantities Year Two 12-24 Months) – C22 Full Frame Pistol.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
004	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools) Up to total optional quantity in call-ups of a minimum of 50 units	KT	2408	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (C)	\$

Table 2.3 Pistol Requirements Optional Quantities Year Three (24-36 Months) – C22 Full Frame Pistol

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
005	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools) Up to total optional quantity in call-ups of a minimum of 50 units	KT	858	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (D)	\$

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

Table 2.4 Pistol Requirements Optional Quantities Year Four (36-48 Months) – C22 Full Frame Pistol.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
006	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools) Up to total optional quantity in call-ups of a minimum of 50 units	KT	858	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (E)	\$

Table 2.5 Pistol Requirements Optional Quantities Year Five (48-60 Months) – C22 Full Frame Pistol.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
007	C22 Modular Pistol Full Frame NSN: TBD (includes C22 FF Pistol in medium grip size, 3 x minimum 17 rds magazine, shipping and storage case, cleaning rod/operator tools) Up to total optional quantity in call-ups of a minimum of 50 units	KT	859	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (F)	\$

Table 3 Holster Requirements – Firm Quantities C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
008	C22 Polymer Level 2 Retention Holster System Full Frame (RH)	KT	3400	Department of National Defence 7 CFSD Edmonton	Department of National Defence MGen George R. Pearkes	\$	\$

	NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig)			Lancaster Park 195 Ave & 82 St, Bldg 236 Edmonton, AB T5J 4J5 Canada	Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	<i>To be completed by Bidder</i>	<i>To be completed by Bidder</i>
009	C22 Polymer Level 2 Retention Holster System Full Frame (RH) NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig)	KT	3400	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
010	C22 Polymer Level 2 Retention Holster System Full Frame (LH) NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig)	KT	600	Department of National Defence 7 CFSD Edmonton Lancaster Park 195 Ave & 82 St, Bldg 236 Edmonton, AB T5J 4J5 Canada	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
011	C22 Polymer Level 2 Retention Holster System Full Frame (LH) NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig)	KT	600	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (G)	\$

Table 4.1 Holster Requirements – Optional Quantities Year One (0-12 Months) C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
012	C22 Polymer Level 2 Retention Holster System Full Frame NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig) Holster	KT	3517	TBD once option is exercised.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

	configuration (RH or LH) TBD when option is exercised.						
						Total (H)	\$

Table 4.2 Holster Requirements – Optional Quantities Year Two (12-24 Months) C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
013	C22 Polymer Level 2 Retention Holster System Full Frame NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig) Holster configuration (RH or LH) TBD when option is exercised.	KT	2408	TBD once option is exercised.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (I)	\$

Table 4.3 Holster Requirements – Optional Quantities Year Three (24-36 Months) C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
014	C22 Polymer Level 2 Retention Holster System Full Frame NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig) Holster configuration (RH or LH) TBD when option is exercised.	KT	858	TBD once option is exercised.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (J)	\$

Table 4.4 Holster Requirements – Optional Quantities Year Four (36-48 Months) C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
015	C22 Polymer Level 2 Retention Holster System Full Frame NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig) Holster configuration (RH or LH) TBD when option is exercised.	KT	858	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (K)	\$

Table 4.5 Holster Requirements – Optional Quantities Year Five (48-60 Months) C22 Full Frame Pistol Holster System.

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
016	C22 Polymer Level 2 Retention Holster System Full Frame NSN: TBD (includes level 2 retention holster, drop leg mounting rig and PALS mounting rig) Holster configuration (RH or LH) TBD when option is exercised.	KT	859	TBD once option is called up.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
						Total (L)	\$

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

Table 5 Contract Data Requirement List (CDRL) Deliverables

Item	Description	Unit of Issue	QTY	Destination Address	Invoice Address	Unit Price	Extended Price
017	Project Master Schedule (PMS) CDRL 001 DID PM-001	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
018	Meeting Agendas CDRL 002 DID PM-002	EA	14	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
019	Meeting Minutes OEM Facilities CDRL 003 DID PM-003	EA	4	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
020	Meeting Minutes NCR CDRL 004 DID PM-004	EA	4	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
021	Meeting Minutes Video Conference	EA	6	Department of National Defence MGen George R.	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive	\$	\$

	CDRL 005 DID PM-005			Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	<i>To be completed by Bidder</i>	<i>To be completed by Bidder</i>
022	Identification and Marking Presentation CDRL 006 DID SE-001	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
023	Equipment Environmental Assessment (EEA) CDRL 008 DID SE-003	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
024	System Acceptance Test Report CDRL 009 DID SE-004	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
025	Failure Investigation CDRL 010 DID SE-005	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>

026	Operator Manual Information CDRL 011 DID LS-001	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
027	Maintenance Manual Information CDRL 012 DID LS-002	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
028	Data Summary Information CDRL 013 DID LS-003	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
029	Mechanical Diagram Information CDRL 014 DID LS-004	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
030	Illustrated Parts List Information CDRL 015 DID LS-005	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario	\$	\$

				Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	<i>To be completed by Bidder</i>	<i>To be completed by Bidder</i>
031	Equipment Description Information CDRL 016 DID LS-006	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
032	Provisioning Parts Breakdown (PPB) CDRL 017 DID LS-007	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
033	Supplementary Provisioning Technical Documentation (SPTD) CDRL 018 DID LS-008	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
034	Recommended Spare Parts List (RSPL) CDRL 019 DID LS-009	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>

035	Operator Training Package CDRL 020 DID LS-010	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
036	Maintenance Training Package CDRL 021 DID LS-011	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
037	Operator Training Course CDRL 022 DID LS-012	EA	3	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
038	Maintenance Training Course CDRL 023 DID LS-013	EA	1	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	\$ <i>To be completed by Bidder</i>	\$ <i>To be completed by Bidder</i>
039	Request for Deviation CDRL 024 DID LS-014	EA	AR	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)		

				Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)			
040	Request for Waiver (cost will be included in the waiver) CDRL 025 DID LS-015	EA	AR	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)	Department of National Defence MGen George R. Pearkes Bldg 101 Colonel By Drive Ottawa, Ontario Canada K1A 0K2 ATTN: DLP 5-3-1 (NPB)		
						Total (M)	\$

Table 6 Total Evaluated Price

Table	Table Total Price
ANNEX "A" BASIS OF PAYMENT Table 1 Pistol Requirements – Firm Quantities C22 Full Frame Pistol.	(A) \$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 2.1 Pistol Requirements Optional Quantities Year One – C22 Full Frame Pistol.	(B) \$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 2.2 Pistol Requirements Optional Quantities Year Two – C22 Full Frame Pistol.	(C))\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 2.3 Pistol Requirements Optional Quantities Year Three – C22 Full Frame Pistol	(D)\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 2.4 Pistol Requirements Optional Quantities Year Four – C22 Full Frame Pistol.	(E))\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 25 Pistol Requirements Optional Quantities Year Five – C22 Full Frame Pistol.	(F)\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 3 Holster Requirements – Firm Quantities C22 Full Frame Pistol Holster System.	(G)\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 4.1 Holster Requirements – Optional Quantities Year One C22 Full Frame Pistol Holster System.	(H)\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 4.2 Holster Requirements – Optional Quantities Year Two C22 Full Frame Pistol Holster System.	(I)\$ To be completed by Bidder
ANNEX "A" BASIS OF PAYMENT Table 4.3 Holster Requirements – Optional Quantities Year Three C22 Full Frame Pistol Holster System.	(J)\$ To be completed by Bidder

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" BASIS OF PAYMENT Table 4.4 Holster Requirements – Optional Quantities Year Four C22 Full Frame Pistol Holster System.	(K)\$ <i>To be completed by Bidder</i>
ANNEX "A" BASIS OF PAYMENT Table 4.5 Holster Requirements – Optional Quantities Year Five C22 Full Frame Pistol Holster System.	(L)\$ <i>To be completed by Bidder</i>
ANNEX "A" BASIS OF PAYMENT Table 5 Contract Data Requirement List (CDRL) Deliverables	(M)\$ <i>To be completed by Bidder</i>
Total Evaluated Price	A+B+C+D+E+F+G+H+I+J+K+L+M

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

C22 MODULAR PISTOL PROJECT

STATEMENT OF WORK

See Attached

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

**C22 MODULAR PISTOL PROJECT
PISTOL TECHNICAL AND PERFORMANCE
SPECIFICATION**

See attached

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX D

C22 MODULAR PISTOL PROJECT

HOLSTER SYSTEM

TECHNICAL AND PERFORMANCE SPECIFICATION

See attached

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX E

C22 MODULAR PISTOL PROJECT

BIDDERS INSTRUCTIONS AND TECHNICAL

EVALUATION PLAN

See attached

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX F

C22 MODULAR PISTOL PROJECT

BID SAMPLE DELIVERABLE REQUIREMENTS

See attached

DRAFT

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX "G" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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);

DRAFT

ANNEX "H" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

Solicitation No. - N° de l'invitation
W8476-216392/A
Client Ref. No. - N° de réf. du client
W8476-216392

Amd. No. - N° de la modif.
File No. - N° du dossier
039BM W8476-216392

Buyer ID - Id de l'acheteur
039BM
CCC No./N° CCC - FMS No./N° VME

ANNEX I

DND 626 TASK AUTHORIZATION FORM

DRAFT