



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

11 Laurier St./11, rue Laurier

8C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet 12 Gauge Ammunition plastic body, 2¾ inch length, max drams equivalent, 1 1/4oz. no.4 buck	
Solicitation No. - N° de l'invitation 21120-231376/A	Date 2022-08-18
Client Reference No. - N° de référence du client 21120-23-4141376	
GETS Reference No. - N° de référence de SEAG PW-\$\$BK-370-28781	
File No. - N° de dossier 370bk.21120-231376	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-09-14 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ruest(370BK), Joanne	Buyer Id - Id de l'acheteur 370bk
Telephone No. - N° de téléphone (819) 360-7799 ()	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	

12 GAUGE SHOTGUN AMMUNITION Correctional Service Canada (CSC) (#21120-231376)

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370BK-. 21120-231376/A

Buyer ID - Id de l'acheteur

370BK

CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this requirement.

1.2 Requirement

Correctional Service Canada (CSC) has a requirement for "**12 Gauge Shotgun Ammunition**".

Delivery of the requirement will be made as specified at Annex A of the Contract.

1.3 Debriefings

At Contract Award, the Contracting Authority will notify all bidders of the name of the winning bidder. Canada does not intend to conduct in-person debriefings for this solicitation. Instead, the information set out in the regret letter will include the reasons for why the bidder's proposal was not accepted.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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](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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Sixty (60) days

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

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid, electronically in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

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

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid. Financial offer should be separate from Technical offer.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders should submit their financial bid in accordance with the Basis of Payment at article 6.9.1 and Annex A. The total amount of Applicable Taxes should be shown separately.

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

Offerors should include the following information in their Financial Offer:

- a) Legal name;
- b) Procurement Business Number (PBN); and
- c) Name of the contact person (including this person's mailing address, phone and email address) authorized by the Bidder to enter into communications with Canada with regard to their proposal and any contract that may result from their proposal.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, please indicate below.

() Direct Deposit (Domestic and International);

If Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid Solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

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

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed

received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

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- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

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

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

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

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

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

- a. Technical requirement (Annexes B, C & D)

4.1.3 Financial Evaluation

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

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

4.2 Basis of Selection

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

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.2.3 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, (*Section 14 (2007-11-30 Price Justification of the 2003, (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements applies to and forms part of this bid solicitation and any resulting Contract*), the Bidder must provide, on Canada's request, one or more of the following price justification:

- a) A current published price list indication the percentage discount available to Canada; or
- b) A copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customer; or
- c) A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) Price or rate certifications; or
- e) Any other supporting documentation as requested by Canada

5.2.4 Additional Certifications Precedent to Contract Award -

5.2.4.1 Traceability

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

Authorized Signature

Date (D/M/Y)

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

Correctional Service Canada (CSC) requires 12 gauge shotgun ammunition plastic body, 2¾ inch length, max drams equivalent, 1 ¼ oz. no.4 buck as detailed in Annex B – Ammunition Purchase Description.

6.2.1 Optional Quantities

The Contractor grants to Canada **two (2) one (1) year** irrevocable options to acquire "**12 Gauge Shotgun Ammunition**" in accordance with Annex A and Annexes B, C & D under the same terms and conditions and at the prices in the resulting contract.

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

6.3 Approval Documents and Export Licenses

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

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4.2 Supplemental General Conditions

[4013](#) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

[4014](#) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) [\[insert section entitled "Default by the Contractor"\]](#) _____ or [\[insert section entitled "Termination for convenience"\]](#) _____ of general conditions _____.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

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6.5 Period of the Contract

The period of the contract is from date of contract award _____ to _____ inclusive.

6.6 Delivery Date

The Contractor must deliver a random sampling for Quality Assurance Testing, in accordance with Annex "B" – Ammunition Purchase Description, Annex "C" Quality Assurance Testing, and Annex "D" – RCMP Ammunition General Quality Assurance Standards, within 90 days of the date of Contract Award.

The Contractor must deliver the remaining rounds no later than 30 days of receiving notification that the sample rounds have passed the Quality Assurance Testing.

All the deliverables must be received on or before _____ (*insert the date at Contract Award*).

6.7 Delivery Points

Delivery of the requirement will be made to: as specified at Annex A of the Contract.

6.8 Authorities

6.8.1 Contracting Authority

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

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

6.8.2 Requisition Authority

Name: To be inserted at contract award
Title:
Telephone:
E-mail address

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

6.8.3 Consignee as per instructions in Annex A:**6.8.4 Technical Authority:** (to be inserted at contract award)

General Enquiries

Name:

Telephone No:

e-mail address:

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

6.8.5 Contractor's Representative: To be inserted at contract award

Name:

Title:

Organisation:

Address:

Telephone No:

e-mail address:

6.8.6 Quality Assurance Testing:

Quality Assurance Testing shall be completed in accordance with Annex C.

6.9 Payment**6.9.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices totaling \$ _____ (amount to be inserted at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

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

6.9.2 SACC Manual clause

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

H1001C (2008-05-12) Multiple Payments

C6000C (2017-08-17) Limitation of price

6.9.3 Electronic Payment of Invoices – Contract

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

Direct Deposit (Domestic and International);

(To be inserted at contract award)

6.10 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the addresses listed in Annex A for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
see article 6.8.1
- (c) One (1) copy must be forwarded to the Requisition Authority identified under the section entitled "Authorities" of the Contract.
see article 6.8.2

6.11 Certifications and Additional Information

6.11.1 Compliance

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

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

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

6.12 Applicable Laws

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

6.13 Priority of Documents

- (a) The Articles of Agreement;
- (b) 2010A (2022-01-28) General Conditions - Goods (Medium Complexity);
- (c) Annex A – Requirement/Basis of Payment, Requirement Quantities & Addresses,
- (d) Annex B – Statement of Requirement,
- (e) Annex C – Quality Assurance Testing,
- (f) The Contractor's bid dated: _____ . (to be inserted at Contract Award)

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.

6.14 SACC Manual Clauses

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

6.15 Dispute Resolution

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

6.16 Inspection

Inspection to be carried out by Consignee at Destination.

6.17 Ammunition Packaging Markings Instructions

The following information must be included on all shipping cartons:

Description

Contract number

Lot number(s)

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

6.18 Shipping Instructions - Delivery at Destination

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

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

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

6.19 NRCAN - AUTHORIZATION FOR EXPLOSIVES

1. Any explosives including ammunition and fireworks that are to be imported into or manufactured, transported, possessed or used in Canada must appear on the List of Authorized Explosives or be covered by a permit, certificate or special authority issued by the Explosives Regulatory Division of Natural Resources Canada (NRCAN). Information concerning applications and requests for Authorization and Classification Certificates can be found at: <http://www2.nrcan-rncan.gc.ca/mms/lae-lea/index.cfm?lang=eng>

Note: Import permits may be delayed if an Authorization and Classification is not already in place.

2. The Contractor shall provide the NRCAN Authorization and Classification Certificate for the Contract item(s) on or before delivery of the items to the Technical Authority at the address indicated within the Contract. However, delivery will not be delayed if an Authorization and Classification Certificate cannot be obtained prior to the product being delivered. The Contractor will advise the Technical Authority of the circumstances for the delay in obtaining the Authorization and Classification Certificate. The Contractor will provide the Authorization and Classification Certificate number to the Technical Authority immediately after being assigned.

3. If an Authorization and Classification Certificate cannot be provided by the Contractor all mandatory information as required by NRCAN to obtain an Authorization and Classification Certificate such as drawings of components, energetic material description and percentage use in all compositions and packaging and labeling will be provided to the Technical Authority through the Contracting Authority.

6.20 Insurance Requirements

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

ANNEX A - Requirement/Basis of Payment

Initial Contract:

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
12 gauge shotgun ammunition plastic body, 2¾ inch length, max drams equivalent, 1 ¼ oz. no.4 buck.		300,000 rds			CSC National Armoury Attn: Conrad Belecque or Craig Everson 5775 Bath Road Bath ON K0H 1G0	CSC Security Operations Attn: Jeff Rix 340 Laurier Avenue West Ottawa, ON K1A 0P9
				Total: (plus applicable taxes)		

OPTION PERIOD 1

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
12 gauge shotgun ammunition plastic body, 2¾ inch length, max drams equivalent, 1 ¼ oz. no.4 buck.		300,000 rds			CSC National Armoury Attn: Conrad Belecque or Craig Everson 5775 Bath Road Bath ON K0H 1G0	CSC Security Operations Attn: Jeff Rix 340 Laurier Avenue West Ottawa, ON K1A 0P9
				Total: (plus applicable taxes)		

OPTION PERIOD 2

Description	Delivery Date	QTY	Firm Unit Price (CAD), DDP Destination (plus applicable taxes)	Extended Price (CAD) (Quantity x Firm Unit Price) (plus applicable taxes)	Destination	Invoice Addresses
12 gauge shotgun ammunition plastic body, 2¾ inch length, max drams equivalent, 1 ¼ oz. no.4 buck.		300,000 rds			CSC National Armoury Attn: Conrad Belecque or Craig Everson 5775 Bath Road Bath ON K0H 1G0	CSC Security Operations Attn: Jeff Rix 340 Laurier Avenue West Ottawa, ON K1A 0P9
				Total: (plus applicable taxes)		

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Annex B

CORRECTIONAL SERVICES CANADA AMMUNITION PURCHASE DESCRIPTION

PD-AM-09
2022-07-07

Item - 12 gauge Shotgun Ammunition, Plastic Body, 2 3/4 inch length, Max. Drams Equivalent, 1 1/4 oz. No. 4 Buck.

The use of orange plastic hulls is not permitted and will be deemed non-compliant.

In any one CSC order of this calibre the ammunition supplied should be of the same lot number. If the amount of the order requires more than one lot then the lots supplied should, as much as possible, be consecutive.

1. ESSENTIAL QUALITY STANDARDS

A) VELOCITY- An average of 10 at 3 ft: 1,300 f/s (+/- 90 FPS) when tested from a standard SAAMI test barrel.

B) PRESSURE- A maximum average of 10: 11,500 PSI (Maximum 4,600 P.S.I.)
Using piezoelectric system for pressure measuring.

C) DEFECTIVE TOLERANCES

Ammunition not falling within the noted tolerances may be subject to return to the supplier together with all ammunition from the same lot for replacement or monetary return at the discretion of the CSC. Ammunition returned under this condition will be at the supplier's cost.

Sampling Plan & Acceptable Quality Levels:

Canadian Government Specifications Board Standard on Inspection by Attributes 105-GP-1 Table I General Inspection Level III Table 3A Double sampling plan for normal inspection.

DEFECT DESCRIPTION	ALLOWABLE QUALITY LEVEL
Critical (Functional)	0.00

Any ammunition manufacturing defect which would cause shotshell failure resulting in a shotgun blow-up. Any loading or propellant powder defect which may result in a bullet lodging in the bore of a shotgun.

DEFECT DESCRIPTION	ALLOWABLE QUALITY LEVEL
Major (Functional)	0.040

Misfires or any other defect which would seriously alter functioning or performance.

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DEFECT DESCRIPTION	ALLOWABLE QUALITY LEVEL
Major (Visual & Dimensional)	0.040

Any visual or dimensional defect which would seriously alter functioning or performance.

2. **PERFORMANCE STANDARDS:**

- (a) This ammunition must perform in the Model 870 Remington shotgun.

3. **IDENTIFICATION STANDARDS** - Commercial

4. **QUALITY ASSURANCE**

- A) The successful tenderer shall supply on request of the Senior Armourer the following:

- (i) Written assurance that the ammunition to be supplied under this agreement meets or exceeds the "Essential Quality Standards", "Performance Standards" and "Identification Standards".
- (ii) A print of an empty headed shotshell.
- (iii) A print of a loaded shell.

These prints must contain all pertinent dimensions with maximum and minimum tolerances.

- (iv) A copy of the supplier's Quality Control Inspection procedures.
- B) Random sampling based upon a reasonable quantity (as established in Appendix "A") to verify manufacturer's Quality Assurance results.

ANNEX C - QUALITY ASSURANCE TESTING

SHIPPING

This ammunition is not to be shipped to the destinations. It is to be held at the successful bidder's location and retained at that point until the quality assurance testing by the RCMP is completed and the contractor advised of its acceptability.

QUALITY ASSURANCE TESTING:

Quality Assurance Test Samples are to be shipped to:

R.C.M.P. National Capital Region (NCR) Armourer Section
1426 St. Joseph Blvd., Bldg. 408
Mailstop #84
Ottawa, Ontario, K1C 7K9

ATTN: RCMP SENIOR ARMOURER

The number of cartridges submitted for Quality Assurance testing will follow ANSI/ASQ Z1.4-2003 (R2013), Table I- Sample size code letters, General inspection level II, Table III-A Double sampling plans for normal inspection (Master table). If for any reason sampling differs from this standard it will be specified in the purchase description for the product in question. The noted sampling plan is a double plan that allows for a subsequent test to be conducted in the event the first sample is nonconforming within the guidelines established.

Example:

Sample Size Code Letter Table I, General Inspections Level II
35 001 to 150 000 rds. is specified as N code sample size letter
150 001 to 500 000 rds. is specified as P code sample size letter

Refer to Table III-A Double Sampling Plan for Normal Inspections (First Sample)
N code letter specifies a sample size of 315 rds.
P code letter specifies a sample size of 500 rds.

Refer to AQL level as specified for allowable nonconforming items.

A production lot for the purpose of this contract means the amount of ammunition produced in one day. The Quality Assurance test samples shall be selected randomly from various parts of production lots versus from any one given part of a production lot. Samples from all lots shall be included in the Quality Assurance test sample.

The sample shall be selected from not more than 500,000 rounds of ammunition, or not more than five (5) consecutive production lots (may also be referred to as day codes) that have been assembled without major interruption, whichever occurs first. The RCMP reserves the right to obtain a Quality Assurance test sample from each production lot (day code) if deemed necessary.

For specialty type munitions such as breaching, less-lethal, chemical/launching cartridges etc. the minimum sample size is 75 rounds.

In the case of small quantity, emergency or non-bulk buy procurements the need for Quality Assurance Test Samples may be omitted under the following conditions:

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If the quantity of ammunition ordered is less than 50,000 rounds the manufacturer must provide the RCMP Armourer Section with the following information prior to shipment. All applicable lot numbers, pressure and velocity test data (as performed during the manufacturer's internal quality assurance process) and the specific destination/ship to location(s). This specific reference material is required for RCMP quality assurance records.

The Contractor shall provide free of charge all lots of ammunition test samples and subsequent samples in the event the first submission fails to meet RCMP Purchase Description performance requirements. Duty and Taxes are exempt for test samples imported under the provisions of the articles for Temporary Importation Regulations P.C. 1989-1663. Rejection of the first retest will be sufficient cause for termination of the contract.

The above Quality Assurance standards are contingent upon the manufacturer supplying full disclosure of their Quality Assurance procedures and results of final testing done on the lots supplied

TEST RESULTS:

Testing conducted by RCMP will be completed and the supplier advised of its acceptability within 28 working days of receipt of test samples, or as soon as reasonably possible thereafter.

PACKAGING:

To be in accordance with standard commercial packaging or military equivalent so as to ensure safe arrival of all items at destination.

MARKING:

The following must be included on all shipping cartons:

- description
- contract number
- lot number(s)

DELIVERY:

(1) Samples:

Samples shall be delivered to the ORDNANCE QUALITY ASSURANCE SECTION 90 days after receipt of contract. If the first sample is rejected, a second sample shall be delivered 15 days after notification of requirement.

ANNEX D - RCMP AMMUNITION GENERAL QUALITY ASSURANCE STANDARDS

1. SCOPE

1.1 This document is only applicable to ammunition used by the Royal Canadian Mounted Police, Canada Border Services Agency, Correctional Services Canada, and Department of Fisheries and Oceans.

2. APPLICABLE PUBLICATIONS

2.1 The following publications are applicable to this standard.

2.1.1 American National Standards Institute, Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQ Z-1.4 -2003 (R2013), General Inspection Level II, Table III-A Double sampling plans for normal inspections (Master table).

2.1.2 Sporting Arms and Ammunition Manufacturers Institute (SAAMI) Standards

a) ANSI/SAAMI Z299.3- 2015 - American National Standard Voluntary Industry Performance Standards for Pressure and Velocity of Centerfire Pistol and Revolver Ammunition for the Use of Commercial Manufacturers

b) ANSI/SAAMI Z299.2- 2015 - American National Standard Voluntary Industry Performance Standards for Pressure and Velocity of Shotshell Ammunition for the Use of Commercial Manufacturers

c) ANSI/SAAMI Z299.1- 2015 - American National Standard Voluntary Industry Performance Standards for Pressure and Velocity of Rimfire Sporting Ammunition for the Use of Commercial Manufacturers

d) ANSI/SAAMI Z299.4- 2015 - American National Standard Voluntary Industry Performance Standards for Pressure and Velocity of Centerfire Rifle Ammunition for the Use of Commercial Manufacturers

2.1.3 North Atlantic Treaty Organization (NATO) Standardization Agreement (STANAG) Manual Of Proof & Inspection (MOPI) standards for 5.56mm, 7.62mm, 9mm and 12.7 mm Ammunition

2.1.4 The applicable R.C.M.P. purchase description for the calibre of ammunition.

2.2 Reference to the above publications is to be the latest issue unless otherwise specified by the technical authority applying this standard. The source for these publications is shown in the NOTES SECTION.

3. TERMINOLOGY/DEFINITIONS

3.1 INSPECTION

3.1.1 Inspection - Inspection is the process of measuring, examining, testing or otherwise comparing the unit of product with the requirements.

3.1.2 Inspection by Attributes - Inspection by attributes is inspection whereby either the unit of product

is classified simply as defective or non-defective, or the number of defects in the unit of product is counted, with respect to a given requirement or set of requirements.

3.1.3 Unit of Product - The unit of product is the thing inspected in order to determine its classification as defective or non-defective, or to count the number of defects. It may be a single article, a volume, a component of an end product, or the end product itself.

3.1.4 Technical Authority –

R.C.M.P. National Capital Region (NCR) Armourer Section
1426 St. Joseph Blvd., Bldg. 408
Mailstop #84
Ottawa, Ontario, K1C 7K9

ATTN: RCMP SENIOR ARMOURER

3.2 CLASSIFICATION OF DEFECTS

3.2.1 Method of Classifying Defects - A classification of defects is the enumeration of possible defects of the unit of product classified according to their seriousness. A defect is any nonconformance of the unit of product with specified requirements. Defects will normally be grouped into one or more of the following classes; defects may, however, be grouped into other classes, or into subclasses within these classes.

3.2.1.1 Critical Functional Defect - A critical functional defect is a defect that judgement and experience indicate is likely to result in hazardous or unsafe conditions for individuals using and depending upon the product; or a defect that judgement and experience indicate is likely to prevent performance and usually any manufacturing defect resulting in a cartridge failure which may cause firearms damage; or any loading or propellant powder defect which may result in the bullet being lodged in the bore of the firearm.

3.2.1.2 Major Functional Defect - A major function defect is a defect, other than critical, that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose; usually misfires, hard extraction or any other defect which would seriously alter functioning or performance.

3.2.1.3 Major Visual and/or Dimensional Defect - A major visual and/or dimensional defect is a defect that is likely to result in failure, or to reduce materially the usability of the unit of product for its intended purpose which would seriously alter functioning or performance.

3.2.1.4 Minor Defect - A minor defect is a defect that is not likely to reduce materially the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use of operation of the unit.

3.3 PERCENT DEFECTIVE

3.3.1 Expression of Non-conformance - The extent of non-conformance of product shall be expressed in terms of percent defective.

3.3.2 Percent Defective - The percent defective of any given quantity of units of product is one hundred times the number of defective units of product contained therein divided by the total number of units or product:

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Percent defective = $\frac{\text{Number of Defective units}}{\text{Number of units inspected}} \times 100$

3.4 ACCEPTABLE QUALITY LEVEL (AQL)

3.4.1 Use - The AQL, together with the Sample Size Code Letter, is used as a basis for indexing the sampling plans provided herein.

3.4.2 Definition - The AQL is the maximum percent defective that, for purposes of sampling inspection, can be considered satisfactory as a process average.

3.4.3 Limitation - The designation of an AQL shall not imply that the supplier has the right to supply knowingly any defective unit of product.

3.5 SUBMISSION OF PRODUCT

3.5.1 Lot - The term "lot" shall mean "inspection lot", i.e. a collection of units of product from which a sample is to be drawn and inspected to determine conformance with the acceptability criteria, and may differ from a collection of units designated as a lot for other purposes.

3.5.2 Formation of Lots - The product shall be assembled into identifiable lots, or in such other manner as may be prescribed. Each lot, as far as is practicable, consist of units of product of a single type, and composition, manufactured under essentially the same conditions and at essentially the same time.

3.5.3 Production Lot Size - the lot size is the number of units of product in a lot i.e. the quantity of ammunition produced in a one day period.

3.6 ACCEPTANCE AND REJECTION

3.6.1 Acceptability of Lots - Acceptability of a lot will be determined by the use of a sampling plan or plans associated with the designated AQL.

3.6.2 Defective Units - the right is reserved to reject any unit of product found defective during inspection whether that unit of product forms part of a sample or not, and whether the lot as a whole is accepted or rejected.

3.7 SAMPLING PLANS

3.7.1 Sampling Plan - A sampling plan indicates the number of units of product from each lot that are to be inspected and the criteria for determining the acceptability of the lot (acceptance and rejection numbers).

3.7.2 Inspection Level - The inspection level determines the relationship between the lot size and the sample size. The inspection level to be used for any particular requirement will be prescribed by the responsible Technical Authority.

4. GENERAL REQUIREMENTS

4.1 In any one contract for this ammunition, the cartridges supplied shall be of one lot number. If the size of the contract requires more than one lot, then the lots supplied should, as much as possible, be consecutive.

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4.2 Presentation of Lots - The formation of the lots, lot size, and the manner in which each lot is to be presented and identified by the supplier shall be designated or approved by the responsible Technical Authority.

4.2.1 Each packing box of cartridges and each shipping case containing the packing boxes shall be marked or labelled by the manufacturer in a form which will permit the users, or his agent to ascertain a particular date of production.

5. DETAIL REQUIREMENTS

5.1 Sampling Plan - American National Standards Institute, Sampling Procedures and Tables for Inspection by Attributes, ANSI/ASQ Z-1.4 -2003 (R2013), General Inspection Level II, Table III-A Double sampling plans for normal inspections shall be used to establish sampling plans and procedures for inspection by attributes.

5.1.1 Sample Size Code Letters - Sample size code letter shall be obtained from ANSI/ASQ Z-1.4 - 2003 (R2013), Table I- Sample size code letters

5.1.2 Type of Sampling Plan - The type of sampling plan shall be obtained from ANSI/ASQ Z-1.4 -2003 (R2013), General Inspection Level II, Table III-A Double sampling plans for normal inspections (Master table) for the given AQL

5.2 Acceptable Quality Level (AQL) - The Acceptable Quality Level for Critical Functional Defect shall be 0.00, Major Functional and Major Visual or Dimensional Defects shall be 0.040, with respect to Minor Defects these shall be assessed at 0.25 for all types of ammunition to which this standard is applicable.

5.3 Velocity - When tested in accordance with par. 6.1 a ten round velocity average shall be as recorded in the applicable purchase description.

5.4 Pressure - When tested in accordance with par. 6.2 a ten round pressure average and the extreme variation of the high and low individual pressure readings shall be below the maximum levels as shown in the applicable purchase description.

6. TEST METHODS

6.1 Velocity (Par. 5.3.) - Test cartridges shall be fired in a standard SAAMI velocity and pressure test barrel unless otherwise stated in the applicable purchase description. Test shall be conducted in accordance per the appropriate SAAMI manual for the ammunition being tested. (par. 2.1.2.)

6.2 Pressures (par. 5.4) - Pressure testing will be conducted at the same time as the velocity testing (Par. 6.1) with test procedures being identical. If pressure average or E.V. is above maximum limits, a ten (10) round retesting must be carried out. Pressure test results will not be cumulative and each ten round test will be treated individually. If retest pressure results remain above maximum limits, the lot may be rejected.

7. IDENTIFICATION AND MARKINGS

7.1 Unless otherwise specified (Par. 8.1) identification and markings shall conform to normal commercial practice.

8. NOTES

8.1 Options - The following options must be specified in the application of this standard: Identification and markings if other than commercial practice (Par. 7.1.)

8.2 Source of Applicable Publications

8.2.1 The publication referred to in Par. 2.1.1. may be obtained from the ANSI-Accredited Standards Developer (ASD) American Society for Quality sponsor, ASQ Standards, 600 North Plankinton Avenue, Milwaukee, WI 53203 or standards@asq.org.

8.2.2 The publication referred to in Par. 2.1.2. may be obtained from the AMERICAN NATIONAL STANDARDS INSTITUTE INC., 11 West 42 nd Street, 13th Floor, New York, New York, USA 10036.

8.2.3 The publication referred to in Par. 2.1.3 may be obtained from the NATO Standardization Document Database or relevant NATO compliant ammunition manufacturers (Standard not open source at this time, slated to be available in 2018).

8.2.4 The publication referred to in Par. 2.1.4. may be obtained from the Royal Canadian Mounted Police Uniform and Equipment Program, 440 Coventry Road, Ottawa, Ontario, K1A 0R2.

Solicitation No. - N° de l'invitation
21120-231376/A
Client Ref. No. - N° de réf. du client
21120-231376/A

Amd. No. - N° de la modif.
File No. - N° du dossier
370BK-. 21120-231376/A

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

ANNEX "E" 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)