



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

Title - Sujet Trijicon Night Sights Replacement Trijicon Night Sights Replacement	
Solicitation No. - N° de l'invitation 21107-238425/A	Date 2023-06-08
Client Reference No. - N° de référence du client 21107-23-4248425	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-042-29090	
File No. - N° de dossier 042bm.21107-238425	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 2023-07-27 Heure Avancée de l'Est HAE	
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: Phillips, Scott	Buyer Id - Id de l'acheteur 042bm
Telephone No. - N° de téléphone (819) 230-4362 ()	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

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

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	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated to this Request for Proposal.

1.2 Statement of Work

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

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, by telephone or in person.

1.4 Canada Post Corporation's (CPC) Connect service

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

PART 2 - BIDDER INSTRUCTIONS

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.

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Contracting Authority specified below by the date and time indicated on page 1 of the bid solicitation:

Scott Phillips
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Weapons Systems Division – BM
Telephone: 819-230-4362
Email address: scott.phillips@tpsgc-pwgsc.gc.ca

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

2.2.1 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 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

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 [CanadaBuys](#) 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

Canada requests that the Bidder submits its bid 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: Inuit Benefits Plan
Section III: Financial Bid
Section IV: Certifications
Section V: Additional Information

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” 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

SACC Manual Clause [C3011T](#) 2013-11-06, Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section IV: 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
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

SACC Manual Clause [A0220T](#) 2014-06-26, Evaluation of Price-Bid

4.2 Basis of Selection

SACC Manual Clause [A0069T](#) 2007-05-25, Basis of Selection

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 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](#) website.

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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 titled [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.

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 Statement of Work

The contractor must perform the Work in accordance with the Statement of Work at Annex "A"

6.3 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.

6.3.1 General Conditions

SACC Manual Clause [2010A](#) 2022-12-01, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Optional Quantity

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex "A" 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 option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4.1 Delivery Date

All the deliverables must be received as per Annex A

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Scott Phillips
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate

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Telephone: 819-230-4362

E-mail address: scott.phillips@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.

6.5.2 Procurement Authority

(To be completed prior to contract award)

The Procurement Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

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.

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6.5.2 Technical Authority

(To be completed prior to contract award)

The Procurement Authority for the Contract is:

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

Telephone: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative

(To be completed prior to contract award)

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex "C" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) 2017-08-17 Limitation of Price

6.6.3 Multiple Payments

SACC Manual clause [H1001C](#) 2008-05-12 Multiple Payments

6.6.4 SACC Manual Clauses

SACC Manual Clause [H4500C](#) (2010-01-11) Lien – Section 427 of the Bank Act

6.6.5 Electronic Payment of Invoices – Contract

(To be completed at contract award)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 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:

The original and one (1) copy must be forwarded to the following address for certification and payment.

(To be completed at contract award)

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 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;
- (c) the general conditions 2010A 22-10-28, General conditions – Goods (Medium Complexity)
- (d) Annex A, Statement of Work;
- (h) the Contractor's bid dated _____ (To be completed at contract award)

6.11 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](#)".

6.12 Technical publications: Manuals

The Contractor must provide and clearly label all technical publications required for description, operation, installation, maintenance and repair of the deliverable end items as follows:

6.12.1 Bilingual publications

Option 1: Newly written manuals

The Contractor must provide the following publications in both English and French, in one of the following formats: side-by side, separate issues, separate joined, facing pages, or over and under. The selected format must be in full compliance with the latest issue of C-01-100-100/AG-006, Specification Writing, Format and Production of Technical Publications. The Contractor must deliver the newly written manuals to the Technical Authority.

Option 2: Existing manuals

The Contractor must provide the following publications as existing commercial or foreign government off-the-shelf manuals, in both English and French, in side-by-side format, in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the existing manuals to the Technical Authority.

Option 3: Alternate format

The Contractor must provide the following publications in the format approved in writing by the Technical Authority, in both English and French. The format must be in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the publications in the approved alternate format to the Technical Authority on or before.

6.12.2 Unilingual publications

Option 1: Newly written manuals

The Contractor must provide the following publications in full compliance with the latest issue of C-01-100-100/AG-006, Specification Writing, Format and Production of Technical Publications. The Contractor must deliver the newly written manuals to the Technical Authority.

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Option 2: Existing manuals

The Contractor must provide the following publications as existing commercial or foreign government off-the-shelf manuals, in full compliance with the latest issue of C-01-100-100/AG-005, Specification Acceptance of Commercial and Foreign Government Publications as Adopted Publications. The Contractor must deliver the existing manuals to the Technical Authority.

6.12.3 Right to translate and reproduce

The Contractor gives Canada the right to translate and reproduce, for government purposes, any or part of any publication provided under the Contract as existing unilingual commercial manuals.

6.13 Marking

SACC Manual clause D2000C 2007-11-30, Marking

6.14 Wood Packaging Materials

SACC Manual clause D2025C 2017-08-17, Wood packaging materials

6.15 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

ANNEX "A"

STATEMENT OF WORK

1 Purpose

The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by Correctional Service Canada (CSC) and Parks Canada (PC) for the supply of items and services to meet the requirements for the acquisition and support.

2 Background

CSC and PC have a requirement for replacement and disposal of end of life Trijicon night sights on all Heckler and Koch P2000 pistols. Currently, the CSC has 2085 pistols, and PC has 150 that require night sight replacement. The replacement will be completed over four years.

3 Requirements

- 3.1 The Contractor must provide the specified number of Trijicon HK09 sights as per Annex "B".
- 3.2 Sights to be delivered to locations as specified in Annex "B"
- 3.3 Sights must be green front and green rear coloured sights with white lamp rings.
- 3.3 Sights for year 1 must be delivered to specified delivery point(s) **within 120 calendar days** of contract award.
- 3.4 Contractor must provide certified disposal services for the waste sights generated through the replacement program. This must include a certificate of disposal for the sights from an accredited radioactive waste disposal company within Canada or the continental United States of America.

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ANNEX "B" to Requirements

Delivery Points

Correctional Service Canada (CSC)

CSC National Armoury
5775 Bath Road
Bath, ON
K0H 1G0

Parks Canada (PC)

Parks Canada – Enforcement Branch
30 Victoria Street, 3rd floor (PC-3-F)
Gatineau, QC
J8X 0B3

Deliverables

1. Trijicon HK09 Night Sights

Year	Quantity	Delivery Location	Unit price	Total Price	Delivery Date
			(Bidder to Populate)	(Bidder to Populate)	(Bidder to Populate)
1	580	CSC			
	75	PC			
2	580	CSC			
	50	PC			
3	580	CSC			
	50	PC			
4	435	CSC			
Total for sights delivered					

2. Waste Sight Disposal

Year	Quantity	Unit price	Total Price	Delivery Date
		(Bidder to Populate)	(Bidder to Populate)	(Bidder to Populate)
1	655			
2	630			
3	630			
4	435			
Total for sight disposal				

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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);