



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

Quebec

K1A 0S5

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Title - Sujet Firearms Buyback Program	
Solicitation No. - N° de l'invitation 0D160-241493/A	Date 2023-12-07
Client Reference No. - N° de référence du client 0D160-241493	GETS Ref. No. - N° de réf. de SEAG PW-\$XYZ-002-29229
File No. - N° de dossier 002xyz.0D160-241493	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2024-01-05 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Officer, Proc	Buyer Id - Id de l'acheteur 002xyz
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Solicitation No. - N° de l'invitation
0D160241493
Client Ref. No. - N° de réf. du client
0D160241493

Amd. No. - N° de la modif.
File No. - N° du dossier
0D160241493

Buyer ID - Id de l'acheteur
002xyz
CCC No./N° CCC - FMS No./N° VME

Invitation to Qualify for the Firearms Buyback Program

The Contracting Authority, who is identified in the previous page, is Canada's representative for all questions and comments about this document.

ITQ Response Closing Date and Time

See the Invitation to Qualify Cover Page

Email Address for submitting your questions

Contracting Authority,

Public Services and Procurement Canada / Government of Canada

Email Address: spac.papraf-apfcp.pspc@tpsgc-pwgsc.gc.ca

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PART 1 - GENERAL INFORMATION

1.1 Definitions

The following definitions apply for the purpose of this procurement:

- a. **Qualified Supplier** means a Respondent Team that successfully meets all requirements of the ITQ. Only Qualified Suppliers will be invited to participate in any subsequent phases of the procurement process.
- b. **Respondent Team** means the person or entity (or, in the case of a joint venture or consortium the persons or entities) submitting a response to this Invitation to Qualify (ITQ).

1.2 Introduction

- a. **Purpose of this ITQ:** The purpose of Phase II - ITQ is to qualify Suppliers that have the technical ability to collect, transport, validate, verify, provision of secured storage facilities and/or destroy firearms as part of the Firearms Buyback Program for Public Safety Canada (PS) for Businesses and Individuals. This evaluation will include:

- i. Annex A - ITQ Technical Mandatory Requirements;

In order to demonstrate that the Respondent Team meets the requirements, they are requested to provide proof of compliance as per Annex A - ITQ Technical Mandatory Requirements.

Following the qualification of Suppliers, Canada will engage with the Qualified Suppliers during Phase II to review and refine the requirements for the Firearms Buyback Program and send the final RFP to the Qualified Suppliers

- b. **Phase II of the Procurement Process:** This Invitation to Qualify (ITQ) is the second phase of a procurement process by Public Services and Procurement Canada (PSPC)¹ on behalf of Public Safety Canada (PS) for the Firearms Buyback Program (the "**Project**"). Respondent Teams are invited to qualify in accordance with the terms and conditions of this ITQ in order to become "Qualified Suppliers" for the following phases of the procurement process. Only Qualified Suppliers will be permitted to participate and submit a bid for this procurement process.
 - c. **Further Evaluation of Qualified Suppliers:** Even though certain Respondent Teams may be qualified by Canada as a result of this ITQ, Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Supplier at any time during the procurement process and change their status to "unqualified" if they no longer meet the requirements provided in this ITQ.
 - d. **Additional Qualified Suppliers:** Canada may, at any time before the Request for Proposal phase (RFP phase), qualify additional suppliers.

¹ The legal name of the Department is "Department of Public Works and Government Services". "Public Services and Procurement Canada" and "PSPC" as well as "Public Works and Government Services Canada" and "PWGSC" are the common usage names.

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- e. **ITQ is not a Bid Solicitation:** This ITQ process is not a solicitation of bids or tenders. No contract will be awarded as a result of the activities during the ITQ phase. Canada reserves the right to cancel any of the qualification requirements included as part of the Project at any time during the ITQ phase. Given that the ITQ process may be partially or completely cancelled by Canada, it may not result in any of the subsequent procurement process described in this document. Subject to article 2.7 herein, Respondent Teams and Qualified Suppliers may withdraw from the procurement process at any time. Therefore, Qualified Suppliers can choose not to bid on any subsequent solicitation.
- f. **Procurement Strategy:** The procurement strategy is to issue two Request for Proposals (RFPs) for the acquisition of collection and transportation services; secured storage services; validation; verification services and destruction services. This will result in awarding a minimum of two contract(s):
- for the Businesses component; and
 - for the Individuals component;

1.3 Overview of the Project and the Competition Scope

a. **Overview of the Project:**

Gun violence crime involving firearms is a growing threat to public safety in our communities. The Government of Canada is taking action to help keep Canadians safe through the Firearms Buyback Program (FBP). The primary intent of the FBP is to remove the number of newly prohibited firearms from circulation in Canada by offering fair compensation to businesses and individuals impacted by the prohibition.

On May 1, 2020, the Government prohibited over 1,500 makes and models of assault-style firearms (ASFs), their variants, and some upper receivers with an amendment to the *Regulations Prescribing Certain Firearms and Other Weapons, Components and Parts of Weapons, Accessories, Cartridge Magazines, Ammunition and Projectiles as Prohibited, Restricted or Non-Restricted* (the Regulations) by an Order in Council (May 1, 2020 OIC). Of those, nine primary models of ASFs are prohibited as they have semi-automatic action with sustained rapid-fire capability (e.g., tactical military design with large magazine capacity), are of modern design, and are present within Canada in large volumes. Also included are firearms: with a bore diameter of 20 mm or greater (i.e., grenade launcher); or with a muzzle energy of greater than 10,000 joules (e.g., 0.50 caliber BMG sniper rifles). Since May 1, 2020, approximately 450 additional variants of the nine primary models of ASFs have been determined to be prohibited under the OIC. In total, therefore, the OIC added approximately 2,000 makes and models and to the Regulations.

An Amnesty Order (AO) under the Criminal Code came into force at the same time as the amendments to the Regulations and, on March 4, 2022, was extended, to October 30, 2023, to protect lawful ASF owners from criminal liability and to allow them time to come into compliance with the law. This Amnesty Order has since been extended to October 2025. The 2021 Speech from the Throne and mandate letter for the Minister of Public Safety reiterated the commitment of the Government to make it mandatory for owners to dispose of their ASFs, including by surrendering them to the Government for the purposes of destruction or having them deactivated at the Government's expense.

During the amnesty period including throughout the implementation of the program, owners may still choose to dispose of their affected ASFs and prohibited devices (i.e., upper receivers of the M16, AR-10, AR-15 and M4 pattern ASFs) in the ways set out in the Order. For example, affected owners can surrender them to police for no compensation, deactivate them at their own expense, export them, or, if a business, return them to the manufacturer. Prohibited ASFs cannot be

imported, or sold in Canada, and can only be used (i.e., exercise of s.35 Constitution Act, 1982 Indigenous right to hunt), transported or transferred within Canada under certain conditions.

The Firearms Buyback Program (FBP) will require collection, verification, validation, transportation, and destruction services for prohibited Assault Style Firearms (ASF) for PS. The estimated volume of these firearms held by Businesses is within the range of 10,000 to 15,000, and the volume held by Individuals is within the range of 125,000 to 200,000. These estimates could vary as the number of affected non-restricted firearms is unknown.

The Firearms buyback program will safely receive ASFs from gun owners while offering fair compensation to businesses and lawful owners impacted by the prohibition. This will be performed via two components; one for Businesses and one for Individuals.

The following paragraphs provide further details about the Project:

1. As part of the scope of the Firearms Program Branch (FPB), Public Safety Canada (PS) has a specific requirement to support the transportation and destruction of newly prohibited ASFs. A list of these ASFs can be found at [Canada Gazette, Part 2, Volume 154, Number 3: Regulations Amending the Regulations Prescribing Certain Firearms and Other Weapons, Components and Parts of Weapons, Accessories, Cartridge Magazines, Ammunition and Projectiles as Prohibited, Restricted or Non-Restricted.](#)
2. The primary objective of this Program is to remove these ASFs from Canadian communities, while offering compensation to businesses and individuals impacted by the prohibition. PS is seeking support from industry on a number of key elements for each of the two components of the program. The key elements of these components within the program include:
 - a. Collection & Transportation
 - b. Safety Inspections/Verification
 - c. Validation and Storage
 - d. Destruction (Post Destruction – Recycling)
 - e. System of Record
 - f. Legislative and Regulatory Compliance
3. For the **Businesses Component**, the intent is for PSPC to award one contract on behalf of PS for the provision of services related to collection from businesses, divided into the following Streams which will require the resulting contractor to:
 - a. **Stream 1: ASF Transportation**
 - i. Provide logistical support and bonded/insured transportation of the ASFs from the Processing Centres to the designated destruction facility(ies) as necessary.
 - ii. Shipment must be in compliance with the Storage, Display and Transportation of Firearms and Other Weapons by Individual / Business Regulations. Each shipping container must be sealed using a specific serial number that is traceable and trackable.
 - iii. Provide logistical support and real time tracking of each ASF shipment while in transit to the designated destruction facility(ies).
 - iv. Deliver and transfer the chain of custody for each ASF shipment to the designated destruction facility(ies).
 - b. **Stream 2: ASF Verification, Validation, Processing Centres/Secure Storage Facility(ies)**

- i. Provide one or more strategically located secure storage and/or processing centers for ASFs across Canada.
- ii. Coordinate and provide the logistical support for incoming, storage and outgoing ASFs.
- iii. Inspect and verify that each ASF is safe to handle. Inspect and verify that each ASF is safe to handle via a physical and safety identification/inspection. This is the process of ensuring a firearm is unloaded and has no ammunition in its chamber. This is to be done immediately when handling a firearm and **MUST** occur before Validation. Additionally, this process is to ensure that what was declared in the CMS by the gun owner is verified and confirmed to be what was received.
- iv. Validate the ASF via the process of analyzing the make, model, and serial number of each individual firearm and cross-referencing that information with the data provided on the relevant Declaration form. The purpose of this process is confirming whether the received firearm matches the declared firearm.
- v. Record, track and monitor all incoming and outgoing ASFs.
- vi. Updating the firearm(s) status as "Validated" and initiates the destruction phase for the firearm.

c. Stream 3: ASF Destruction, and Post Destruction Recycling

- i. Coordinate the logistics for transportation to receive and take custody of each ASF shipment.
- ii. Confirm each ASF shipment received at the destruction facility(s) against the bill of lading to ensure all ASFs are accounted for in each shipment.
- iii. Ensure that each ASF is safely stored onsite in a secure location prior to destruction and storage is in compliance with the [Storage, Display and Transportation of Firearms and other Weapons by Businesses Regulations](#) and in alignment with the [Order Declaring an Amnesty Period 2020 \(Section 2\(2\)\(x\)\)](#).
- iv. Destroy each ASF or batch of ASFs so that all major and minor components are rendered inoperable, and that no spare part is salvageable, re-useable or re-sellable.
- v. Provide the TA with a Certificate of Destruction that each ASF or batch of ASFs were destroyed.
- vi. Separate and dispose of waste and recyclable material.
- vii. Document and record the amount of material sent for waste and recycling including its residual value

4. For the **Individuals Component**, the intent is for PSPC to award one or more contracts on behalf of PS for the provision of services related to collection from individuals, divided into the following Streams which will require the resulting contractor to:

a. Stream 1: ASF Transportation

- i. Take custody and control of ASFs collected at each designated Police of Jurisdiction (POJ) collection facility, secure storage facility and/or processing center.
- ii. Provide logistical support and bonded/insured transportation of the ASFs from the owner and/or business to the designated destruction facility(s).
- iii. Transportation must be in compliance with the Storage, Display and Transportation of Firearms and Other Weapons by Individual / Business Regulations..
- iv. Provide logistical support and real time tracking of each ASF shipment while in transit to the designated destruction facility(ies).

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- v. Deliver and transfer the chain of custody for each ASF shipment to the designated destruction facility(s).

b. Stream 2: ASF Verification, Validation, Processing Centres/Secure Storage Facility(ies)

- i. Provide minimum of two (2), strategically located secure storage and/or processing centers for ASFs across Canada.
- ii. Coordinate and provide the logistical support for incoming, storage and outgoing ASFs.
- iii. Inspect and verify that each ASF is safe to handle via a physical and safety identification/inspection. This is the process of ensuring a firearm is unloaded and has no ammunition in its chamber. This is to be done immediately when handling a firearm and MUST occur before Validation. Additionally, this process is to ensure that what was declared in the CMS by the gun owner is verified and confirmed to be what was received.
- iv. Validate the ASF via the process of analyzing the make, model, and serial number of each individual firearm and cross-referencing that information with the data provided on the relevant Declaration form. The purpose of this process is confirming whether the received firearm matches the declared firearm.
- v. Record, track and monitor all incoming and outgoing ASFs.
- vi. Updating the firearm(s) status as "Validated" and initiates the destruction phase for the firearm.

c. Stream 3: ASF Destruction, and Post Destruction Recycling

- i. The Contractor must perform the following tasks on an "as and when requested" basis in accordance with the approved Stream 3 Project Work Plan.
 - ii. Coordinate the logistics for transportation through PS to receive and take custody of each ASF shipment.
 - iii. Confirm each ASF shipment received at the destruction facility(s) against the bill of lading to ensure all ASFs are accounted for in each shipment.
 - iv. Ensure that each ASF is safely stored onsite in a secure location prior to destruction and storage is in compliance with the [Storage, Display and Transportation of Firearms and other Weapons by Businesses Regulations](#) and in alignment with the [Order Declaring an Amnesty Period 2020 \(Section 2\(2\)\(x\)\)](#).
 - v. Once ASF's have been validated in the system, destroy each ASF or batch of ASFs so that all major and minor components are rendered inoperable, and that no spare part is salvageable, re-useable or re-sellable.
 - vi. Provide the TA with a Certificate of Destruction that each ASF or batch of ASFs were destroyed.
 - vii. Separate and dispose of waste and recyclable material.
 - viii. Document and record the amount of material sent for waste and recycling including its residual value.
5. The location of work will cover all Canadian provinces and/or regions and/or municipalities and/or territories PS envisions a minimum of two locations, one in the east and one in the west with a possibility of other locations for both storage and destruction
6. The volume of ASF in the Individuals Collection Component may require more than one secure facility.

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7. For the Individuals Collection Component, this work will entail the transportation of ASFs from Police of Jurisdiction Sites (POJ) 'collection points' to Secure Facilities for Verification, Validation, Storage, and Destruction.
 8. For the Businesses Component, the shipping component will entail transportation from collection points to Destruction Centre. It is expected that Suppliers will have logistical means to ship, monitor, store, and destroy ASFs dependent upon the respective stream they choose to qualify for while operating under the auspices of the Firearms Act.
 9. The Vendor may choose to use their system of record for tracking and information management.

b. Competition Scope:

- i. The scope of contracts resulting from any subsequent solicitation may include :
 - Transportation of ASFs;
 - Safety Verification, Validation and Storage of ASFs
 - Destruction and disposal (via recycling) of ASFs; or
 - A combination of the above.
- ii. **Number of Contracts:** Canada is currently contemplating the award one contract for the Businesses Component and one or more contracts for the Individuals Component.
- iii. **Term of Contract(s):** Canada is currently contemplating a contract period of 2 years, plus two option periods of [one] year each.
- iv. **For the Individuals Component,** it is Canada's preference to award one contract to include all 3 streams and in the resulting RFP preference by way of weighted rated criteria will be given to those suppliers whose proposal to the RFP include all 3 streams.
- v. **For the Businesses Component,** it is Canada's preference to award one contract to include all streams and RFP criteria will include the need to address all streams in one contract.

- c. **Applicable Trade Agreements:** The following trade agreements apply to this procurement process:
 - i. Canadian Free Trade Agreement (CFTA)
 - ii. Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- d. **Preference for Canadian Goods and Services:** The requirement includes the stipulation that all work must be performed in Canada and all proposed Storage and Destruction facilities must be located in Canada.
- e. **Comprehensive Land Claims Agreements:** This requirement is for delivery all across Canada. A small portion of this requirement may be delivered in areas subject to a Comprehensive Land Claims Agreement (CLCA).
- f. **Indigenous Participation Plan:** The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Businesses and Peoples.

- i. PSPC may include an Indigenous Participation Plan (IPP) in the resulting Request for Proposal documents in the event of the contractual requirement having delivery locations in Modern Treaty Settlement Areas and historical and traditional land areas
- g. **Controlled Goods Program:** This procurement may be subject to the Controlled Goods Program. The final status of the procurement will be confirmed in any subsequent solicitation.
- h. **Legitimate Objectives:** In order to ensure that this procurement allows Public Safety Canada to achieve its legitimate objectives of protecting national security, public safety, public order and human life, Canada will be applying measures surrounding the protection of the protection of the vendors identity in order to ensure vendors do not face reprisals or retaliation. Canada has identified security requirements (detailed in this ITQ and any subsequent RFP) as measures that are necessary to allow the Public Safety to protect national security, public safety, public order and human life. To the extent that any of these measures may be inconsistent with the obligations under any applicable trade agreements, Canada relies on the legitimate objectives provisions of the trade agreements. In addition, Canada relies on the non-disclosure provisions of each trade agreement, which provide that Canada is not required to disclose confidential information where that disclosure would be contrary to the public interest. These measures allow for a competitive process that will offer best value to the Crown and to Canadians, while providing the required security protections that will allow Public Safety Canada to achieve its legitimate objectives.

1.4 Overview of Anticipated Procurement Process

This ITQ is the second phase in this procurement process. Although the procurement process remains subject to change, Canada currently anticipates that the procurement process will be conducted in the following phases:

Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
Completed	2023	2023	2023	2023	2024
Initial Industry Engagement	ITQ	Draft RFP Businesses Component	RFP Businesses Component	Draft RFP Individuals Component	RFP Individuals Component

- a. **Phase II: ITQ Phase:** This ITQ will be used to qualify Respondent Teams to participate in any subsequent phases of the procurement process. Respondent Teams may qualify by providing a fully compliant response as described at article 3.1.
- b. **Phase III: Draft Request for Proposal (Draft RFP) Businesses Component phase:** The Draft RFP process with the Qualified Suppliers will follow the ITQ phase. The objective of the Draft RFP phase is to obtain feedback from Qualified Suppliers on Canada's preliminary requirements including draft procurement documents. The Draft RFP phase may involve interactions such as workshops, commercially confidential meetings, and written questions and answers. Canada will consider the feedback provided by Qualified Suppliers when refining the requirements and preparing its procurement documents. Qualified Suppliers may choose to bring representatives from potential subcontractors to individual meetings. Further details regarding the Draft RFP phase will be provided to those Respondent Teams who qualify as a result of this ITQ phase. This phase will involve the release of a draft RFP.
- c. **Phase IV: Request for Proposals (RFP) Businesses Component Phase:** Canada anticipates releasing an RFP to Qualified Suppliers for the Businesses who remain qualified at the time the RFP is released.

- d. **Phase V: Draft Request for Proposal (Draft RFP) Individuals Component phase:** The Draft RFP process with the Qualified Suppliers will follow the ITQ phase. The objective of the Draft RFP phase is to obtain feedback from Qualified Suppliers on Canada's preliminary requirements including draft procurement documents. The Draft RFP phase may involve interactions such as workshops, commercially confidential meetings, and written questions and answers. Canada will consider the feedback provided by Qualified Suppliers when refining the requirements and preparing its procurement documents. Qualified Suppliers may choose to bring representatives from potential subcontractors to individual meetings. Further details regarding the Draft RFP phase will be provided to those Respondent Teams who qualify as a result of this ITQ phase. This phase will involve the release of a draft RFP.
- e. **Phase VI : Request for Proposals (RFP) Phase:** Canada anticipates releasing RFPs to Qualified Suppliers for the Businesses and Individuals Components respectively who remain qualified at the time the RFP is released
- f. The estimated timeline for each phase is as follows:

Description	Timeline
Phase II: Invitation to Qualify (Release)	Fall 2023
Phase III: Draft RFP Businesses	Winter 2023
Phase IV: Request for Proposal - Businesses	Winter 2023
Phase V: Draft RFP Individuals	Spring 2024
Phase VI: Request for Proposal – Individuals	Spring 2024

1.5 Debriefings

The Contracting Authority will notify unsuccessful Respondent Teams after the ITQ phase and provide a debriefing upon request. The unsuccessful Respondent Team should make the request to the Contracting Authority within 15 working days from receipt of the results of the ITQ process. The Contracting Authority will determine at their discretion whether the debriefing will be in writing, by telephone or in person.

1.6 Consultants

- a. Canada may engage consultants in the future at its sole discretion, for the purposes of the Firearm Buyback Program.
- b. Canada will share with consultants, on a need-to-know basis, information and documents provided to Canada, which may include those Respondent Teams, as part of the procurement process.
- c. Consultants are required to sign non-disclosure agreement(s) before gaining access to the Project information and documents as part of this procurement process.

1.7 Fairness Monitor

Canada has engaged a fairness monitor for this procurement. The fairness monitor will, for example, observe the evaluation of responses to determine whether Canada has adhered to the evaluation process described in the solicitation. The fairness monitor is under obligations

pursuant to its contract with Canada to maintain the confidentiality of all information received as a result of its participation in this procurement process.

1.8 Canada Post Corporation's (CPC) Connect service

This ITQ allows Respondent Teams to use the Connect service provided by Canada Post Corporation to transmit their response electronically. Respondent Teams must refer to Part 2 entitled "Instructions for Respondent Teams", and Part 3 entitled "Response Preparation Instructions", of this ITQ, for further information.

PART 2 – INSTRUCTIONS FOR RESPONDENT TEAMS

2.1 Standard Instructions, Clauses and Conditions

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated into and form part of the ITQ. If there is a conflict between the provisions of the 2003 Standard Instructions and this document, this document prevails.

The 2003, Standard Instructions - Goods or Services – Competitive Requirements, is amended as follows:

- a. Terminology for Invitation to Qualify:
 - i. the word "bidder(s)" in the 2003 Standard Instructions is replaced with the word "Respondent Team(s)";
 - ii. the word "bid(s)" in the 2003 Standard Instructions is replaced with the word "response(s)";
 - iii. The phrase "solicitation closing" in the 2003 Standard Instructions is replaced with the phrase "ITQ closing"; and
 - iv. The phrase "bid solicitation" in the 2003 Standard Instructions is replaced with the phrase "Invitation to Qualify (ITQ)".
- b. **01 (2016-04-04) Integrity provisions—bid** in the 2003 Standard Instructions is deleted.
- c. **02 (2020-05-28) Procurement Business Number** in the 2003 Standard Instructions is deleted.
- d. **03 (2007-05-25) Standard instructions, clauses and conditions** in the 2003 Standard Instructions is deleted.
- e. **04 (2007-11-30) Definition of Bidder** in the 2003 Standard Instructions is deleted.
- f. **05 (2018-05-22) Submission of bids**

Section 05 is deleted entirely and replaced with the following:

Insert: 05 (2018-05-22) Submission of responses

1. Canada requires that each response, at ITQ closing date and time or upon request from the Contracting Authority, be signed by the Respondent Team or by an authorized representative of the Respondent Team. If a response is submitted by a joint venture, it must be in accordance with section 17.
2. It is the Respondent Team's responsibility to:

- a. obtain clarification of the requirements contained in the ITQ, if necessary, before submitting a response;
 - b. prepare its response in accordance with the instructions contained in the ITQ;
 - c. submit by ITQ closing date and time a complete response;
 - d. send its response only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the ITQ or, to the address specified in the ITQ, as applicable;
 - e. ensure that the Respondent Team's name, return address, ITQ solicitation number, and ITQ closing date and time are clearly visible on the response; and,
 - f. provide a comprehensible and sufficiently detailed response, that will permit a complete evaluation in accordance with the criteria set out in the ITQ.
3. Canada will make available Notices of Proposed Procurement (NPP), ITQ and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, ITQ or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using the GETS. It is the sole responsibility of the Respondent Team to regularly consult the GETS for the most up-to-date information. Canada will not be liable for any oversight on the Respondent Team's part nor for notification services offered by a third party.
 4. ITQ documents and supporting information may be submitted in either English or French.
 5. Responses received on or before the stipulated ITQ closing date and time will become the property of Canada and will not be returned. All responses will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
 6. Unless specified otherwise in the ITQ, Canada will evaluate only the documentation provided with a Respondent Team's response. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the response.
 7. A response cannot be assigned or transferred in whole or in part.
- g. 06 (2022-03-29) Late bids**

Section 06 is deleted entirely and replaced with the following:

Insert: 06 (2022-03-29) Late responses

PWGSC will return or delete responses delivered after the stipulated ITQ closing date and time, unless they qualify as a delayed response as described in section 07.

For responses submitted electronically, the late responses will be deleted. As an example, responses submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late response, will be

deleted. Records will be kept documenting the transaction history of all late responses submitted using CPC Connect service.

h. 07 (2022-03-29) Delayed bids

Section 07 is deleted entirely and replaced with the following:

Insert: 07 (2022-03-29) Delayed responses

1. A response delivered to the specified Bid Receiving Unit after the ITQ closing date and time but before Canada publishes on the GETS may be considered, provided the Respondent Team can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country).
 - a. The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the response was sent before the ITQ closing date and time.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of responses are not acceptable reasons for the response to be accepted by PWGSC.

i. Section 08 (2022-03-29), Transmission by facsimile or by epost Connect

Section 08 is deleted entirely and replaced with the following:

Insert: 08 (2022-03-29) Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

1. Facsimile
 - a. Unless specified otherwise in the Invitation to Qualify (ITQ), responses may be submitted by facsimile.
 - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to the ITQ issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the ITQ.
 - b. For responses by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed response including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete response;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the response;
 - v. failure of the Respondent Team to properly identify the response;
 - vi. illegibility of the response; or
 - vii. security of response data.
 - c. A response transmitted by facsimile constitutes the formal response of the Respondent Team and must be submitted in accordance with section 05.
2. Canada Post Corporation's Connect service

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- a.** Unless specified otherwise in the ITQ, responses may be submitted by using the Connect service provided by Canada Post Corporation.
- i.** PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to the ITQ issued by PWGSC headquarters is: tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the ITQ.
- b.** To submit a response using CPC Connect service, the Respondent Team must either:
- i.** send directly its response only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
- ii.** send as early as possible, and in any case, at least six business days prior to the ITQ closing date and time, (in order to ensure a response), an email that includes the ITQ solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- c.** If the Respondent Team sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the ITQ, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Respondent Team to access and action the message within the conversation. The Respondent Team will then be able to transmit its response afterward at any time prior to the ITQ closing date and time.
- d.** If the Respondent Team is using its own licensing agreement to send its response, the Respondent Team must keep the CPC Connect conversation open until at least 30 business days after the ITQ closing date and time.
- e.** The ITQ solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f.** It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a Respondent Team not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the ITQ in order to register for the CPC Connect service.
- g.** For responses transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the response including, but not limited to, the following:
- i.** receipt of a garbled, corrupted or incomplete response;
- ii.** availability or condition of the CPC Connect service;
- iii.** incompatibility between the sending and receiving equipment;
- iv.** delay in transmission or receipt of the response;
- v.** failure of the Respondent Team to properly identify the response;
- vi.** illegibility of the response;
- vii.** security of response data; or
- viii.** inability to create an electronic conversation through the CPC Connect service.
- h.** The Bid Receiving Unit will send an acknowledgement of the receipt of response document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This

acknowledgement will confirm only the receipt of response document(s) and will not confirm if the attachments may be opened nor if the content is readable.

- i. Respondent Teams must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A response transmitted by CPC Connect service constitutes the formal response of the Respondent Team and must be submitted in accordance with section 05.
- j. **09 (2010-10-07) Customs clearance** in the 2003 Standard Instructions is deleted.
- k. **10 (2007-05-25) Legal capacity**

Section 10 is deleted entirely and replaced with the following:

Insert: 10 (2007-05-25) Legal capacity

The Respondent Team must have the legal capacity to contract. If the Respondent Team is a sole proprietorship, a partnership or a corporate body, the Respondent Team must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Respondent Teams submitting a response as a joint venture.

I. 11 (2007-11-30) Rights of Canada

Section 11 is deleted entirely and replaced with the following:

Insert: 11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. cancel this ITQ at any time;
- b. reissue the ITQ;
- c. if no Respondent Teams are qualified and the requirement is not substantially modified, reissue the ITQ by inviting only those Respondent Teams who submitted responses to the ITQ to submit new responses within a period designated by Canada;
- d. reject and not consider further a response if, in Canada's opinion, any component of the response presents potential, perceived or real issues or matters that may be injurious to the national security of Canada;
- e. remove at any time, any Qualified Supplier, if it presents potential, perceived or real issues that may be injurious to the national security of Canada; and
- f. at any time during Phase II – Review and Refine Requirements, suspend phase II and re-open Phase II – ITQ.
- g. keep the ITQ open beyond initial closing date until publishing the RFP;

m. 12 (2014-09-25) Rejection of bid

Section 12 is deleted entirely and replaced with the following:

Insert: 12 (2014-09-25) Rejection of response

1. Canada may reject a response where any of the following circumstances is present:
 - a. the Response Team is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Response Team ineligible to respond on the requirement;
 - b. an employee, or subcontractor included as part of the response, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to respond on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Respondent Team is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent Team, any of its employees or any subcontractor included as part of the response;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Respondent Team, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Respondent Team, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Respondent Team's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Respondent Team performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being responded on.
2. Where Canada intends to reject a response pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Respondent Team and provide the Respondent Team 10 days within which to make representations, before making a final decision on the response rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple responses are received in response to an ITQ from a single Respondent Team or a joint venture. Canada reserves the right to:
 - a. reject any or all of the responses submitted by a single Respondent Team or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;

- b. reject any or all of the responses submitted by a single Respondent Team or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

n. 13 (2014-03-01) Communications—solicitation period

Section 13 is deleted entirely and replaced with the following:

Insert: 13 (2014-03-01) Communications- ITQ solicitation period

To ensure the integrity of the competitive ITQ process, enquiries and other communications regarding the ITQ must be directed only to the Contracting Authority identified in the ITQ. Failure to comply with this requirement may result in the response being declared non-responsive.

To ensure consistency and quality of information provided to Respondent Teams, significant enquiries received and their replies will be posted on the GETS. For further information, consult subsection 3 of the Submission of responses section.

- o. **14 (2007-11-30) Price justification** in the 2003 Standard Instructions is deleted.

p. 15 (2007-05-25) Bid costs

Section 15 is deleted entirely and replaced with the following:

Insert: 15 (2007-05-25) Response costs

No payment will be made for costs incurred in the preparation and submission of a response in response to the ITQ. Costs associated with preparing and submitting a response, as well as any costs incurred by the Respondent Team associated with the evaluation of the response, are the sole responsibility of the Respondent Team.

- q. **16 (2008-05-12) Conduct of evaluation** in the 2003 Standard Instructions is deleted.

r. 17 (2010-01-11) Joint venture

Section 17 is deleted entirely and replaced with the following:

Insert: 17 (2010-01-11) Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to respond together on a requirement. Respondent Teams who respond as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the response, the Respondent Team must provide the information on request from the Contracting Authority.

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3. The response and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the ITQ and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

s. 18 (2012-03-02) Conflict of interest—unfair advantage

Section 18 is deleted entirely and replaced with the following:

Insert: 18 (2012-03-02) Conflict of interest-unfair advantage

1. In order to protect the integrity of the procurement process, Respondent Teams are advised that Canada may reject a response in the following circumstances:
 - a. if the Respondent Team, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the ITQ or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Respondent Team, any of its subcontractors, any of their respective employees or former employees had access to information related to the ITQ that was not available to other Respondent Teams and that would, in Canada's opinion, give or appear to give the Respondent Team an unfair advantage.
2. The experience acquired by a Respondent Team who is providing or has provided the goods and services described in the ITQ (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Respondent Team remains however subject to the criteria established above.
3. Where Canada intends to reject a response under this section, the Contracting Authority will inform the Respondent Team and provide the Respondent Team an opportunity to make representations before making a final decision. Respondent Teams who are in doubt about a particular situation should contact the Contracting Authority before ITQ closing. By submitting a response, the Respondent Team represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent Team acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

t. 19 (2007-11-30) Entire requirement

Section 19 is deleted entirely and replaced with the following:

Insert: 19 (2007-11-30) Entire Requirement

The ITQ document constitutes the entire and only agreement between the Parties for the first stage of the ITQ and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference. Amendments of this document are specifically identified as amendments and are posted on the GETS. Any other information or documentation provided to or obtained by a Respondent Team from any source are not relevant. Respondent Teams should not assume that practices used under previous ITQs will continue, unless they are described in the ITQ document. Respondent Teams should also not assume that their existing capabilities meet the requirements of the ITQ simply because they have met previous ITQs.

u. 20 (2017-04-27) Further information

Section 20 is deleted entirely and replaced with the following:

Insert: 20 (2017-04-24) Further Information

1. For further information, Respondent Teams may contact the Contracting Authority identified in the ITQ.
2. For ITQs issued out of PWGSC headquarters, enquiries concerning receipt of response may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200.

v. 21 (2022-01-28) Code of Conduct for Procurement—bid

Section 21 is deleted entirely and replaced with the following:

Insert: 21 (2022-01-28) Code of Conduct for Procurement—response

The [Code of Conduct for Procurement](#) provides that Respondent Teams must respond to the ITQ in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the ITQ, submit responses only if they will fulfill all obligations of the ITQ. By submitting a response, the Respondent Team is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the response non-responsive.

2.2 Submission of Responses

Responses must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the ITQ.

All Respondent Teams must submit their responses electronically through CPC Connect or by facsimile.

Note: For Respondent Teams choosing to submit using Canada Post Corporation's (CPC) Connect service for responses closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Responses will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send responses through a CPC Connect message if the Respondent Team is using its own licensing agreement for CPC Connect service.

Responses transmitted by facsimile to PWGSC will be accepted. Facsimile number: 819-997-9776

2.3 Teaming Arrangements

If a Respondent Team is relying on the experience of a subcontractor to meet the requirements of this ITQ, that subcontractor becomes a member of the Respondent's Team. If the Respondent

Team is not relying on the experience of a subcontractor to meet the requirements of this ITQ, the Respondent Team does not need to propose a Team for the ITQ.

BY SUBMITTING A RESPONSE, THE RESPONDENT TEAM ACKNOWLEDGES AND ACCEPTS THE FOLLOWING CONDITIONS. IF THE RESPONDENT TEAM SUBMITS IN FULL OR IN PART THE EXPERIENCE OF ANOTHER ENTITY OR ENTITIES IN RESPONSE TO THE ITQ TECHNICAL MANDATORY REQUIREMENTS, THAT OTHER ENTITY OR THOSE OTHER ENTITIES (INCLUDING SUBCONTRACTORS) WILL FORM PART OF THE RESPONDENT'S TEAM FOR THE PURPOSES OF THE FBP SOLICITATION AND RESULTING CONTRACTS, IF APPLICABLE. EXPERIENCE OF AN INDIVIDUAL ENTITY (INCLUDING SUBCONTRACTORS) WITHIN THE RESPONDENT TEAM OR THE RESPONDENT'S TEAM INCLUDES THE EXPERIENCE OF ANY CURRENT MAJORITY-OWNED SUBSIDIARY OF THE AFOREMENTIONED INDIVIDUAL ENTITY.

DURING THE CONTRACT PERIOD, THIS ENTITY OR THOSE ENTITIES MUST PROVIDE THE SERVICES ON WHICH THE RESPONDENT TEAM RELIED TO QUALIFY THE RESPONDENT TEAM DURING THE CONTRACT PERIOD, THIS INCLUDES ANY CURRENT MAJORITY-OWNED SUBSIDIARIES WHOSE EXPERIENCE WAS RELIED UPON TO QUALIFY FOR THE ITQ. NOTWITHSTANDING THE FOREGOING, THAT TEAM MEMBER MAY SUBCONTRACT A PORTION OR PORTIONS OF THEIR WORK SCOPE AS THEY DEEM APPROPRIATE SO LONG AS THAT TEAM MEMBERS RETAINS THE OVERALL RESPONSIBILITY FOR ENSURING THE DELIVERY OF THOSE SERVICES. THE TEAM THEREBY CONSTITUTED WITH THE RESPONDENT TEAM AND THE OTHER ENTITY OR ENTITIES DISCUSSED ABOVE MUST REMAIN INTEGRAL FOR THE FBP SOLICITATION. CANADA WILL NOT ALLOW ANY SUBSTITUTION OR ANY CHANGE TO SUCH TEAM. ANY RELATED SUBSTITUTION OR CHANGE WILL RESULT IN A DISQUALIFICATION OF THE RESPONDENT TEAM, OR QUALIFIED SUPPLIER IF APPLICABLE, FROM THE FBP SOLICITATION. CANADA MAY REQUEST FROM THE RESPONDENT TEAM, AT ITS SOLE DISCRETION AND AT ANY TIME DURING THE FBP SOLICITATION, A CONFIRMATION THAT THE ENTITY OR ENTITIES DISCUSSED ABOVE REMAIN INTEGRAL IN THE RESPONDENT'S TEAM. THIS ENTITY OR THESE ENTITIES WILL BE IDENTIFIED IN THE RESULTING CONTRACTS AS BEING PART OF THE RESPONDENT'S TEAM FOR THE PURPOSES OF DELIVERING THE REQUIRED FBP SERVICES. AFTER CONTRACT AWARD, ANY CHANGE IN THE RESPONDENT'S TEAM WILL HAVE TO BE REQUESTED BY THE RESPONDENT TEAM AND WILL BE SUBJECT TO CANADA'S APPROVAL, AT ITS SOLE DISCRETION. CANADA MAY NOT ALLOW ANY CHANGE OR SUBSTITUTION IN THE RESPONDENT'S TEAM WITHIN TWO (2) YEARS AFTER CONTRACT AWARD.

2.4 Contracting Authority

The Contracting Authority for the ITQ is:

Public Services and Procurement Canada / Government of Canada
Email Address: spac.papraf-apfcp.pspc@tpsgc-pwgsc.gc.ca

2.5 Questions, Comments, and Communications

- a. **Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding this ITQ must be directed only to the Contracting Authority identified in the ITQ. Failure to comply with this requirement may result in the response being disqualified from further consideration.

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- b. Deadline for Asking Questions:** All questions and comments regarding the solicitation must be submitted by email to the Contracting Authority no later than 5 calendar days before the ITQ closing date. Questions received after that time may not be answered.
 - c. Content of Questions:** Respondent Teams should reference as accurately as possible the numbered item of the ITQ to which the question relates. Respondent Teams should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a Respondent Team believes includes proprietary information must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question is not of a proprietary nature. Canada may edit the questions or may request that the Respondent Team do so, so that the proprietary nature of the question is eliminated, and the edited question and answer can be provided to all Respondent Teams. Questions not submitted in a form that can be provided to all Respondent Teams may not be answered by Canada.
 - d. Publication of Answers:** To ensure the consistency and quality of information provided to Respondent Teams, questions and the answers will be posted on the GETS as an amendment to the ITQ.

2.6 Procurement Documents Publication

- a.** Canada will normally make its procurement documents available for download through the GETS. However, after establishing a list of Qualified Suppliers, Canada will make the procurement documents only available to those Qualified Suppliers, rather than making them available through the GETS.
- b.** Canada is not responsible for and will not assume any liabilities whatsoever for the information found on websites of third parties that reproduce the information on the GETS.
- c.** Respondent Teams are solely responsible for consulting the GETS regularly for the most up-to-date information. Canada will not be liable for any oversight by the Respondent Teams, nor for notification services offered by a third party.

2.7 Response Validity Period

The "Invitation to Qualify" is a solicitation of interest, not a request for bids or tenders. There is no bid validity period, since an Invitation to Qualify invites Respondent Team(s) simply to qualify. Canada will assume that all Respondent Team(s) wish to qualify unless they withdraw in writing.

PART 3 – RESPONSE PREPARATION INSTRUCTIONS

3.1 Content of Response

A complete response to this ITQ consists of all of the following:

- a. **Signed and Dated ITQ Cover Page (Requested at ITQ Closing):** The response must include a signed and dated ITQ cover page.
- b. **Responses to Annex A - ITQ Technical Mandatory Requirements:** Each response will be reviewed for compliance with the ITQ Technical Mandatory Requirements detailed in Annex A - ITQ Technical Mandatory Requirements specified in this document. Each of the ITQ Technical Mandatory Requirements must be addressed in sufficient detail to permit the evaluation team to verify the Respondent Team's compliance.
- c. **Annex B – Response Submission Form**
- d. **Annex C – Reference Service/Capability Form**

3.2 Official Language Response

Each Respondent Team is requested to identify, at Annex B - Certificate of Compliance, which of Canada's two official languages the Respondent Team chooses to use for future communications with Canada regarding this ITQ and any subsequent phases of the procurement process.

3.3 Response Preparations Instructions

If the Respondent Team chooses to submit its response electronically, Canada requests that the Respondent Team submits its response 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.

All Respondent Teams must submit their responses electronically through CPC Connect or by facsimile.

If the Respondent Team is simultaneously providing copies of its response using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation of Response

Canada will evaluate whether each response satisfies all the mandatory requirements described in this ITQ. A response must comply with all the mandatory requirements of the ITQ in order for the Respondent Team to be declared qualified.

Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process applies to this requirement.

- i) Wherever the term "bid solicitation" is used, substitute "Invitation to Qualify";
- ii) Wherever the term "bid" is used, substitute "Response"; and
- iii) Wherever the term "Bidder(s)" is used, substitute "Respondent(s)";

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 (2022-03-29) 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

This Phase is not applicable to this ITQ.

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.

(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.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1. Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria. The mandatory technical criteria are described in ANNEX A - INVITATION TO QUALIFY (ITQ) TECHNICAL MANDATORY REQUIREMENTS.

Reference Checks

Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Respondent Teams who have not, at that point, been found non-responsive.

For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Respondent Teams within a 48-hour period using the e-mail address provided in the response. A Respondent Team will not meet the mandatory technical criteria (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.

On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Respondent Team by e-mail, to allow the Respondent Team to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Respondent Team is unavailable when required during the evaluation period, the Respondent Team may provide the name and e-mail address of an alternate contact person from the same customer. Respondent Teams will only be provided with this opportunity once for each customer, and only if the

originally named individual is unavailable to respond (i.e., the Respondent Teams will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Respondent Team will have 1 working day to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

Wherever information provided by a reference differs from the information supplied by the Respondent Team, the information supplied by the reference will be the information evaluated.

A Respondent Team will not meet the mandatory technical evaluation criteria (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Respondent Team itself (for example, the customer cannot be the customer of an affiliate of the Respondent Team nor will a mandatory be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Respondent Team.

4.2 Conduct of Evaluation

a. Assessment of Responses

- i. Responses will be assessed in accordance with all the requirements described in this ITQ, including the mandatory qualification requirements in Annex A.
- ii. Each response will be reviewed to determine whether it meets the mandatory requirements of this ITQ. Any element of this ITQ identified with the words “must” or “mandatory” or “required” is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a response has been disqualified, Canada will have no obligation to evaluate the response further.

- b. **Evaluation Team:** An evaluation team composed of representatives of Canada will evaluate the responses. Canada may hire any independent consultant, or use any Government of Canada resources, to evaluate any response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- c. **Discretionary Rights during Evaluation:** In conducting its evaluation of the responses, Canada may, but will have no obligation to do the following:

- i. request additional information substantiating the compliance of the response with any mandatory requirement;
- ii. seek clarification or verification from Respondent Teams regarding any or all information provided by them with respect to this ITQ;
- iii. verify any information provided by Respondent Teams through independent research and use of any government resources including government-to-government channels; and
- iv. Contact any or all references supplied by the Respondent Teams to verify and validate any information and certification submitted by them.

- d. **Requests for Clarifications:** If Canada seeks clarification or verification or additional information from a Respondent Team about the response, the Respondent Team will have 7 calendar days

(or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being non-responsive.

4.3 Basis of Qualification

- a. Each Respondent Team whose response meets all the requirements of this ITQ will become a Qualified Supplier for the next stages of the procurement process.
- b. Canada reserves the right to re-evaluate the qualification of any Qualified Supplier at any time during the procurement process. For example, if new information comes to the attention of Canada that calls into question any of the Qualified Supplier's qualifications under this ITQ, Canada may re-evaluate that Qualified Supplier. If Canada re-evaluates the qualification of any Qualified Supplier, Canada may request further information and, if the Qualified Supplier fails to provide it within 7 calendar days (or a longer period provided by the Contracting Authority), Canada may disqualify the Qualified Supplier.
- c. All Respondent Teams will be notified in writing whether or not they have qualified.
- d. Canada may, at any time before Phase III – RFP, re-open Phase II – ITQ by publishing an ITQ on the GETS at the same time as the Draft RFP Phase activities are conducted with existing Qualified Suppliers. If other qualification round(s) results in additional Qualified Suppliers, Canada will share the Draft RFP Phase documents with them and they may join the engagement activities, only if Canada has planned future Draft RFP activities at the time.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Respondent Teams are to provide the required certifications and the requested information in order to become a Qualified Supplier.

The certifications provided by Respondent Teams to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a response non-responsive, or will declare a Respondent Team in default if any certification made willingly or unwillingly by the Respondent Team during the Invitation to Qualify (ITQ) period is found to be untrue.

The Contracting Authority will have the right to ask for additional information to verify the Respondent Team's certifications. If any of the required certifications or requested information is incomplete and not submitted as requested, the Contracting Authority will contact the Respondent Team of a time frame within which to provide the required certifications or information.

5.1 Certifications

The certifications listed below should be submitted with the response. If any of these certifications is not complete and submitted with the response, the Contracting Authority will inform the Respondent Team of a time frame within which to provide the certifications. Failure to provide within said time frame may deem the response non-responsive.

5.1.1 Certificate of Compliance

The Respondent Team must provide a signed certification that clearly indicates the Respondent Team's compliance with all ITQ Technical Mandatory Requirements, articles, clauses, terms and conditions contained in this document. A Certificate of Compliance is included at Annex B - Certificate of Compliance.

5.1.2 Security Certifications

By submitting a response to this ITQ, the Respondent Team certifies that it acknowledges and accepts the application of the security requirements detailed in paragraph 6.1. which may form part of the resulting contract. Note that obtaining security clearance is a lengthy process. It is recommended that Respondent Teams start their clearances early in the process.

5.2 Contact Information

The Respondent Team is requested to provide the name, email address and telephone number of a representative who may be contacted for clarifications or other matters relating to the response. Respondent Teams to this ITQ should identify any submitted information that is to be considered as "COMMERCIALY SENSITIVE INFORMATION".

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

As the Firearms Buyback Program advances through different procurement phases, security requirements may change and evolve.

Phase II: ITQ - Respondent Teams are not required to have security clearance in order to become a Qualified Supplier.

Phase III: Draft RFP Phase - There will be no security requirements associated with the Draft RFP Phase.

Phase IV: RFP Phase - It is anticipated that the successful Bidder, as determined during Phase III – RFP and identified as the “Contractor” hereafter, will be required to meet the following conditions prior to contract award (note that these are subject to change):

- a. The contractor/offeror must hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC) and be registered in the Controlled Goods program. Their personnel will be required to hold a valid personnel security screening at the level of RELIABILITY as granted or approved by the CSP, PWGSC.

ANNEX A - INVITATION TO QUALIFY (ITQ) TECHNICAL MANDATORY REQUIREMENTS

The matrix below lists all of the ITQ Technical Mandatory Requirements.

Subject and pursuant to Paragraph 2.3 Teaming Arrangements, the Respondent Team may submit in full or in part the experience of another entity or entities in response to the ITQ Technical Mandatory Requirements.

The Respondent Team may propose and rely upon the experience of an entity or entities for each criterion, but criteria must be met in whole by the continuous experience of an individual entity within the Respondent Team through three (3) project(s).

For M2, the requirement for five (5) years of consecutive experience would not be met by five (5) entities each providing one (1) year of experience, but instead could only be met by one (1) entity completing the five (5) consecutive years of experience. In such a scenario, the Respondent Team is requested to provide:

1. The name of each entity, including if they are a majority-owned subsidiary of an entity;
2. The name of a duly authorized representative of each entity;
3. Information about the nature of business of each entity (e.g. website of the entity);
4. The roles and functions of each entity will be executing if the Respondent Team is awarded the Firearms Buyback Program services contract in regard to the ITQ Technical Mandatory Requirements.

Respondent Teams seeking to qualify for the Businesses Component and its three streams must meet all the mandatory criteria within the Businesses Component.

Respondent Teams may qualify for one or more of the below streams for the Individuals Component. In order to meet the mandatory criteria of one of the streams, the respondent must meet all of the criteria of that stream. However, a respondent does not need to meet the mandatory criteria for the streams for which it is not submitting a response. Examples:

- Respondent Team A:
 - Responds to stream 1 and stream 3.
 - Meets all of the mandatory criteria for stream 1 and stream 3.
 - Will be deemed compliant with stream 1 and stream 3.
- Respondent Team B:
 - Responds to stream 2 and stream 3.
 - Meets all the mandatory criteria for stream 2.
 - Does not meet all the mandatory criteria for stream 3.
 - Will be deemed compliant for stream 2.
 - Will be deemed non-compliant for stream 3.
- Respondent Team C:
 - Responds to stream 1, 2, and 3.
 - Does not meet all the mandatory criteria for stream 1, stream 2, or stream 3.
 - Will be deemed non-compliant for all three streams for which it submitted a response.

At its sole discretion, Canada may request additional information in regard to items listed above. Also, for item (4), Canada requests that the Respondent Teams provide the form in Annex C- Response Submission Form, signed by a duly authorized representative of the entity or entities to confirm the commitment of such entity or entities' in regard to the identified roles and functions.

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Amd. No. - N° de la modif.

File No. - N° du dossier
0D160241493

Buyer ID - Id de l'acheteur

002xyz

CCC No./N° CCC - FMS No./N° VME

Note that Canada may contact any or all references supplied by the Respondent Team as well as its Team (as defined in Paragraph 2.3 of the ITQ), to verify and validate any information.

Annex A – Appendix 1 – Businesses Component

Mandatory Criteria: All Streams

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Teams Comments
M1	The Respondent Team must demonstrate that it has the necessary operations and facilities to fulfill the contract in Canada.	The respondent team must provide proof of leases or ownership of facilities/business operations in Canada.		
M2	The Respondent Team must demonstrate that it is currently in the transportation, storage or destruction of firearms business (or any combination of each and that it has been operational within Canada for a minimum of five (5) years at the time of ITQ closing.	The respondent team must provide proof that it is currently in the business of transportation; storage; or destruction of weapons and has been for the five years prior to the issuance of this ITQ. This must be proven via business licenses, or proof of previous contracts and client references.		

Mandatory Criteria: Stream 1 – Transportation

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M3	The Respondent Team must demonstrate that it currently has a valid carrier licence under the Firearms Act and is identified on the List of licensed carriers Royal Canadian Mounted Police (rcmp-grc.gc.ca) at the time of ITQ closing.	The respondent team must provide proof via a copy of the carrier licence and list all provincial and territorial jurisdictions that they service.		

Mandatory Criteria: Stream 2 – Verification, Validation and Storage

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M4	The Respondent Team must demonstrate that it is currently licensed to handle prohibited firearms and holds a valid Restricted Possession Acquisition Licence (RPAL) under the Firearms Act. Licensing Royal Canadian Mounted Police (rcmp-grc.gc.ca) at the time of ITQ closing.	The respondent team must provide proof via a copy of the licenses and reference, at time of ITQ closing, to all locations where work will be conducted. Be aware that each facility/work location must have its own valid RPAL and we require proof/certification for all facilities the respondent intend to use in their work plan.		
M5	The Respondent Team must demonstrate that it safely and securely stores and warehouses weapons as per Storage Regulations under the Firearms Act. Storage Regulations under the Firearms Act.	The respondent team must provide proof the facilities meet the regulatory requirements for the class of firearms being stored at the time of ITQ closing.		

Mandatory Criteria: Stream 3 – Destruction

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M6	The Respondent Team must demonstrate that it has experience destroying firearms. Please see Table M6.1 below for details on Destruction requirements	The respondent team must provide proof and reference all provincial and territorial jurisdictions where it operates. The respondent team must provide written examples of destroying firearms, including method(s) used and providing destruction reports.		

Table M6.1 - Destruction of Restricted or Prohibited Firearms
<p>As per Criminal Code R.S.C., 1985, c. C-46 Part III Firearms and Other Weapons;</p> <p><i>106 (1) Every person commits an offence who</i></p> <ul style="list-style-type: none"> <i>o (a) after destroying any prohibited firearm, restricted firearm, prohibited weapon, restricted weapon, prohibited device or prohibited ammunition, or</i> <i>o (b) on becoming aware of the destruction of any prohibited firearm, restricted firearm, prohibited weapon, restricted weapon, prohibited device or prohibited ammunition that was in the person's possession before its destruction, does not with reasonable despatch report the destruction to a peace officer, firearms officer or chief firearms officer.</i> <p>The Working Definition of destruction is to permanently render a firearm incapable of fitting major operating components, namely the barrel, bolt, fire control group and magazine, through alteration of the receiver/frame, resulting in materiel that is no longer feasible for use as a firearm or firearm components.</p> <p>Different firearms types will have different requirements for proper destruction and businesses may have varying degrees of experience. There are several destruction methods that are recognized as generally effective for all types of firearms, including:</p> <ol style="list-style-type: none"> 1. Smelter / Furnace 2. Drum Shredder 3. Handheld Torch Cutting 4. Industrial Shears 5. Powered Saws, Cut-off Wheels, Computer-Controlled and Plasma Cutting <p>Once a firearm is destroyed, proof of that destruction must be verified to finalize the process. This part is especially important in the case of registered firearms, as there is the possibility of criminal charges if a person cannot produce a firearm that is still registered, if it has been destroyed. This step should be required for previously non-restricted firearms as well, as it is the easiest way to risk manage against the intent of trafficking firearms.</p>

Annex A – Appendix 2 – Individuals Component

Mandatory Criteria: All Streams

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M1	The Respondent Team must demonstrate that it has the necessary operations and facilities to fulfill the contract in Canada.	The respondent team must provide proof leases and or ownership of facilities/business operations in Canada.		
M2	The Respondent Team must demonstrate that it is currently in the transportation; storage or destruction of firearms business (or any combination of each) and that it has been operational within Canada for a minimum of five (5) years at the time of ITQ closing.	The respondent team must provide proof that it is currently in the business of transportation; storage; or destruction of weapons and has been for the five years prior to the issuance of this ITQ. This must be proven via business licenses, or proof of previous contracts and client references.		

Mandatory Criteria: Stream 1 – Transportation

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M3	The Respondent Team must demonstrate that it currently has a valid carrier licence under the Firearms Act and is identified on the List of licensed carriers Royal Canadian Mounted Police (rcmp-grc.gc.ca) at the time of ITQ closing.	The respondent team must provide proof via a copy of the carrier licence and list all provincial and territorial jurisdictions that they service.		

Mandatory Criteria: Stream 2 – Verification, Validation and Storage

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M4	The Respondent Team must demonstrate that it is currently licensed to handle prohibited firearms and holds a valid Restricted Possession Acquisition Licence (RPAL) under the Firearms Act. Licensing Royal Canadian Mounted Police (rcmp-grc.gc.ca) at the time of ITQ closing.	The respondent team must provide proof via a copy of the licenses and reference, at time of ITQ closing, to all locations where work will be conducted. Be aware that each facility/work location must have its own valid RPAL and we require proof/certification for all facilities the respondent intend to use in their work plan.		

M5	The Respondent Team must demonstrate that it safely and securely stores and warehouses weapons as per Storage Regulations under the Firearms Act. Storage Regulations under the Firearms Act.	The respondent team must provide proof the facilities meet the regulatory requirements for the class of firearms being stored at the time of ITQ closing.		
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Mandatory Criteria: Stream 3 – Destruction

Serial	Criteria	Instructions to Respondent Teams	Response Package Reference	Respondent Comments
M6	The Respondent Team must demonstrate that it has experience destroying firearms satisfactory to the destruction standard of the Police of Jurisdiction or RCMP. Please see Table M6.2 below for details on Destruction requirements.	The respondent team must provide proof via a copy of previous destruction records/projects, number of weapons per project, and client references.		

Table M6.2 - Destruction of Restricted or Prohibited Firearms
<p>As per Criminal Code R.S.C., 1985, c. C-46 Part III Firearms and Other Weapons;</p> <p><i>106 (1) Every person commits an offence who</i></p> <ul style="list-style-type: none"> <i>o (a) after destroying any prohibited firearm, restricted firearm, prohibited weapon, restricted weapon, prohibited device or prohibited ammunition, or</i> <i>o (b) on becoming aware of the destruction of any prohibited firearm, restricted firearm, prohibited weapon, restricted weapon, prohibited device or prohibited ammunition that was in the person's possession before its destruction,</i> <p><u><i>does not with reasonable despatch report the destruction to a peace officer, firearms officer or chief firearms officer.</i></u></p> <p>The Working Definition of destruction is to permanently render a firearm incapable of fitting major operating components, namely the barrel, bolt, fire control group and magazine, through alteration of the receiver/frame, resulting in materiel that is no longer feasible for use as a firearm or firearm components.</p> <p>Different firearms types will have different requirements for proper destruction and businesses may have varying degrees of experience. There are several destruction methods that are recognized as generally effective for all types of firearms, including:</p> <ol style="list-style-type: none"> 1. Smelter / Furnace 2. Drum Shredder 3. Handheld Torch Cutting 4. Industrial Shears 5. Powered Saws, Cut-off Wheels, Computer-Controlled and Plasma Cutting <p>Once a firearm is destroyed, proof of that destruction must be verified to finalize the process. This part is especially important in the case of registered firearms, as there is the possibility of criminal charges if a person cannot produce a firearm that is still registered, if it has been destroyed. This step should be required for previously non-restricted firearms as well, as it is the easiest way to risk manage against the intent of trafficking firearms.</p>

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Buyer ID - Id de l'acheteur
 002xyz
 CCC No./N° CCC - FMS No./N° VME

ANNEX B- RESPONSE SUBMISSION FORM

Invitation to Qualify No. XXXXXXXXXX Response Submission Form	
Respondent Team's name	
Full legal name (if more than one entity, include all entities) <i>(required)</i>	
Authorized representatives of Respondent Team for all communications (e.g., clarifications and sending RFP) <i>(required)</i>	Name:
	Title:
	Address:
	Telephone #:
	Email:
Requested language for future communications regarding this procurement process- <i>please indicate either French or English</i>	
Requested Canadian province or territory for applicable laws	
On behalf of the Respondent Team, by signing below, I confirm that I have read the entire ITQ and I certify and agree that: 1. The Respondent Team considers itself and its products able to meet all the mandatory requirements described in the ITQ; 2. The Authorized Representative above is authorized to be the Respondent Team's main point of contact with Canada and represent any resulting Qualified Supplier in all matters during the procurement process; 3. The Respondent Team agrees to be bound by all the terms and conditions of this ITQ; and 4. All the information provided in the response is complete, true and accurate. <i>(required)</i>	
Date <i>(required)</i>	
Signature of Authorized Representative of Respondent Team <i>(required)</i>	

ANNEX C- REFERENCE SERVICE/CAPABILITY FORM

Instructions to Respondent Teams:

- (a) Respondent Teams must submit a Reference Service/Capability Information Form for each example referenced in response to each applicable mandatory requirement in Table 1.
- (b) Respondent Teams must provide the required reference as indicated in each mandatory evaluation requirement. The Respondents will be required to clarify which reference and example apply to specific mandatory evaluation requirement(s).
- (c) Canada may contact the reference provided for the example(s), to validate the information as described in Part 3 of the ITQ.

Mandatory Evaluation Criterion/Criteria Referenced:		
Description of the example with required information (as per Required Documentation)		
Reference's Contact Information for the example		
Name:		
Title:		
Name of the Organization or Employer:		
Organization's or Employer's address:		
Current telephone number:		
Current e-mail address:		
Role of the reference in the example (e.g. customer):		
Reference's Organization or Employer and Reference's Affiliation with the Respondent (or joint venture member)		
Please indicate accordingly:	Are not affiliated	Are affiliated