

**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 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Ballistic Plates		
<b>Solicitation No. - N° de l'invitation</b> M0077-14H102/A	<b>Date</b> 2014-10-03	
<b>Client Reference No. - N° de référence du client</b> M0077-14H102		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-705-65834		
<b>File No. - N° de dossier</b> pr705.M0077-14H102	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-15</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Williams, Laura		<b>Buyer Id - Id de l'acheteur</b> pr705
<b>Telephone No. - N° de téléphone</b> (819) 956-1349 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE WAREHOUSE MANAGEMENT SECTION 440 COVENTRY RD (EAST DOOR) OTTAWA Ontario K1A0R2 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

M0077-14H102/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr705M0077-14H102

Buyer ID - Id de l'acheteur

pr705

Client Ref. No. - N° de réf. du client

M0077-14H102

CCC No./N° CCC - FMS No/ N° VME

---

**This page has been intentionally left blank**

**TABLE OF CONTENTS**

**GENERAL DUTY RIFLE PLATE**

**PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Viewing Sample
6. Specifications and Standards
7. Transportation Costs Information

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection
3. Contract Financial Security
4. Security Deposit Definition

**PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Materials: Contractor Total Supply
12. Plant Closing
13. Plant Location
14. Subcontractor(s)
15. Overshipment
16. Production Samples and Lot Testing
17. Specifications and Standards
18. Financial Security

**List of Annexes**

Annex “A” - Requirement

1. Technical Requirement
2. Addresses
3. Deliverables
4. “As and When Requested” Quantities

Annex “B” - Federal Contractors Program for Employment Equity - Certification

## **GENERAL DUTY RIFLE PLATE**

### **PART 1 - GENERAL INFORMATION**

#### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

#### **2. Requirement**

The “Requirement” is detailed under Annex A of the resulting contract clauses.

#### **3. Debriefings**

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

### **PART 2 - BIDDER INSTRUCTIONS**

#### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2014/06/26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

#### **2. Submission of Bids**

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

#### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and

## **Solicitation No – M0077-14H102/A**

inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### **5. Viewing Sample**

Samples may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada  
Supply Directorate  
6th floor  
1550 ave D'Estimauville  
Quebec, Que. G1J 0C7  
TEL: 418-649-2840 or 418-649-2872  
FAX: 418-648-2209  
Attention: Solange Labrie (solange.labrie@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Place Bonaventure, South-East Portal  
800 de La Gauchetière Street West, 7th Floor  
Montreal, Quebec H5A 1L6  
TEL: 514-496-3404  
FAX: 514-496-3822  
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Suite 480, 33 City Centre Drive  
Mississauga, Ont. L5B 2N5  
TEL: 905-615-2070  
FAX 905-615-2060  
Attention: Antoine Gnohou (antoine.gnohou@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Suite 100, 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba R3C 2Z1  
TEL: 204-983-3774  
FAX: 204-983-7796  
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Telus Plaza North  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6  
TEL: (780) 497-3564  
FAX: (780) 497-3510  
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada  
Pacific Region, SOSB, Industrial & Commercial Products  
219 - 800 Burrard Street  
Vancouver, B.C V6Z 0B9  
TEL: 604-775-7630  
FAX: 604-775-7526  
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.gc.ca)

## 6. Specifications and Standards

### 6.1 United States Military Specifications and Standards

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/> .

### 6.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## 7. Transportation Costs Information

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) shipping weight by unit; \_\_\_\_\_
- (b) number of items by unit; \_\_\_\_\_
- (c) cubic measurement by unit; \_\_\_\_\_
- (d) number of units per shipment: \_\_\_\_\_
- (e) name of shipping point; \_\_\_\_\_
- (f) recommended method of shipment and carrier \_\_\_\_\_
- (g) Unit cost per Destination Ottawa: \$ \_\_\_\_\_
- (h) Total cost \$ \_\_\_\_\_

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (3 hard copies)  
Section II - Financial Bid (1 hard copy)  
Section III - Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T	2013/11/06	Exchange Rate Fluctuation
--------	------------	---------------------------

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Pre-Award Sample and Supporting Documentation**

As part of the technical evaluation, to confirm a bidder's capability of meeting the technical requirements, one (1) pre-award sample of the General Duty Rifle Plate, properly identified with the size and the RCMP stock-item number, along with test results and certificates of compliance will be required after the bid closing date, upon a written request from PWGSC to the Royal Canadian Mounted Police (RCMP).

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

An RCMP viewing sample will be provided to bidders who are requested to provide a pre-award sample and is to be used for guidance for all factors not covered by the RCMP specification. The RCMP specification shall govern.

The Bidder must deliver the required pre-award sample, test results and certificates of compliance at no charge to Canada and must ensure that they are received within 28 calendar days from request. Failure to

submit the required pre-award sample, test results and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

**Certificates of Compliance and/or Test Reports are required as defined herein and must be dated within 6 months of solicitation posting with the exception of the NIJ Certifications.**

**Ballistic Requirement**

Para. Title/Test	Certificate of Compliance	Test Report
NIJ Ballistic Protection Level, Certification documentation, Para. 4.1.1	Required	Required
Fungus resistance, Para. 4.1.2	Required (Note – Certificate of Compliance AND/OR test report)	
Cover material, Para. 4.2.2	Required	Not Required

U.S Department of Justice Notice of Compliance with NIJ Standard – 0101.06 is required.

Copies of all National Institute of Justice Compliance Test Reports (ballistic and non-ballistic testing submitted to acquire the NIJ certification) submitted to the NIJ Voluntary Body Armor Compliance Testing Program must be provided to the RCMP.

**Non-Ballistic Evaluation:**

Physical Evaluation <sup>1</sup>	Number of items to be physically evaluated
Physical Characteristics (Paras. 4.2, 4.2.1, 4.2.2, 4.2.3)	2 plates <sup>2</sup> total
<p>Notes:</p> <p>1. Physical Evaluation at the Pre-Contract Award stage shall be conducted on rifle plates of the same type, design and protection level as items to be manufactured and/or for contract delivery requirements, and shall be carried out by the RCMP as part of the Pre-Contract Bid evaluation process.</p> <p>2. Plates shall be provided for Physical Evaluation at no cost to the RCMP and shall become the property of the RCMP.</p>	

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements. Minor observations will not be a reason to reject the sample unless, in the opinion of the technical evaluator, they are considered to render the item unserviceable. However, only one deviation will result in the bid being declared non-responsive.

The requirement for a pre-award sample, test results and certificates of compliance will not relieve the successful bidder from submitting samples, test results or certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

**Definitions:**

**Certificate of Compliance**

The certificates of compliance with the exception of the NIJ certification documents must be dated within 6 months of the solicitation posting date and must comply with the definition as stated.

Certificate of compliance: A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

A separate certificate of compliance is required for each individual component or requirement. Multiple components supplied by the same component manufacturer may be submitted on one certificate of compliance as long as the paragraph numbers and components are clearly identified. With this document, the bidder certifies that the product for which the certificate of compliance is issued is the same product used in the bid submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders, packing slips and certificates of compliance for products or components that are not manufactured by the certifier are not suitable for use as a certificate of compliance.

**Test Report:** Test report documents signed and dated by an independent, third-party accredited laboratory acceptable to the RCMP shall include the test method, test conditions and test results performed to verify requirements as specified in this specification.

**1.2 Financial Evaluation**

**1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including “as and when requested” quantities.

**1.2.2 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

**2. Basis of Selection**

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for the item including 100% of the “as and when requested” quantity.

**3. Contract Financial Security**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause “Security Deposit Definition” in the amount of up to ten percent (10%) of the contract price.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

**4. Security Deposit Definition**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
  - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
  - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - (i) will make a payment to or to the order of Canada, as the beneficiary;
    - (ii) will accept and pay bills of exchange drawn by Canada;
    - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - (b) must state the face amount which may be drawn against it;
  - (c) must state its expiry date;
  - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC)-Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement applicable to this Contract.

### **2. Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### **3. Standard Clauses and Conditions**

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

### **3.1 General Conditions**

2010A (2014/06/26), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

## **4. Term of Contract**

### **4.1 Delivery Date – Delivery Requested (Desirable) – Firm Quantity**

Delivery is requested to be made within 45 calendar days of notice of approval of Production Lot Acceptance Testing.

The Contractor is to offer their very best delivery schedule below:

#### **Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_\_ calendar days from the date of the written notice of approval of Production Lot Acceptance Testing. The quantity delivered must be \_\_\_\_\_ sets. The balance must be delivered at the rate of \_\_\_\_\_ sets every two weeks after the first delivery until completion of the Contract.

#### **4.1.1 Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

#### **4.1.2 Packaging, Marking, Rejected Goods, Overrun and Underrun**

##### **Packaging**

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination. Shipping containers L-13 X W-11.25 X D-7.5 corrugated 200 LBS, “B” flute regular slotted container stapled plain to open end either wire stitched or reinforced kraft tape. Quantity of 3 sets (6 plates) shall be packaged per container. Containers shall be placed on wood pallets with corner protectors, containers to be shrink wrapped and strapped to pallet. Pallet should not be top loaded and not to exceed 1,800 lbs.

##### **Marking**

RCMP Stock Item Numbers are a requirement solely of the purchaser and should not interfere with the manufacturer's normal sizing or marking procedures. Inability to provide the detail as stated below must be indicated hereafter:

- (a) Size and RCMP Stock Item Number to be indicated on merchandise, if item consists of more than one piece (pair, set) each piece to be marked.
- (b) Size, quantity and RCMP Stock Item Number to be indicated on single unit package, when specified.
- (c) Sizes, quantities and RCMP Stock Item Numbers to be indicated on carton.
- (d) Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, size, RCMP stock item number and quantity per size being shipped.
- (e) Manufacturer's markings/advertisements will not appear on this item except on the inside label as per the specification/purchase description. Failure to comply with this article may result in rejection of goods upon inspection.

##### **Rejected Goods**

If any goods are rejected and are sold to commercial outlets, all RCMP markings and insignia must be removed before being turned over to the purchaser.

**Overrun/Underrun**

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Contracting Authority only after contracted quantities have been accepted by the RCMP. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

**4.2 SACC Manual Clauses**

C5201C 2008/05/12 Prepaid Transportation Charges

**5. AUTHORITIES**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Laura Williams  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-1349 Facsimile: 819-956-5454  
E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

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

**5.2 Technical Authority**

The Technical Authority for this Contract is:

RCMP - Uniform & Equipment Program  
Policy, Design & Specification Section  
440 Coventry Road (Warehouse Bldg.)  
Ottawa, Ontario  
K1A 0R2

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

**5.3 Contractor's Representative**

The person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment - Firm Unit Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$(amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

**6.2 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

C2000C 2007/11/30 Taxes - Foreign-based Contractor

**7. Invoicing Instructions**

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

2. Invoices must be distributed as follows:

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

Royal Canadian Mounted Police  
Uniform & Equipment Program, 2nd floor  
Attn: Planning & Accounting Section  
440 Coventry Road (Warehouse Bldg.)  
Ottawa, Ontario  
K1A 0R2  
Email: (to be inserted at contract award)

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

(c) One (1) copy must be forwarded to the consignee.

**8. Certifications**

**8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

**9. Applicable Laws**

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

**10. Priority of Documents**

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

- a) the Articles of Agreement;
- b) the general conditions 2010A (2014/06/26), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Specification;
- e) Viewing Sample;
- f) Annex B, Federal Contractors Program for Employment Equity - Certification (if applicable);
- g) the Contractor's bid dated \_\_\_\_\_

**11. Materials: Contractor Total Supply**

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) Specified. The delivery stated for the item(s) allows the necessary time to obtain such materials.

**12. Plant Closing**

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____

**13. Plant Location**

Items will be manufactured at: \_\_\_\_\_

**14. Subcontractor(s)**

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Value of subcontract: \$ \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

**15. Overshipment**

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

**16. Production Samples and Lot Testing**

Production Lot Acceptance Testing (PLAT) shall be performed according to the protocol specified below and shall be at the expense of the contractor. The plate quantities shall be in addition to the deliverable quantities required by the contract and shall be at the expense of the contractor. The Production Lot Acceptance Testing Reports shall be submitted to the Technical Authority for approval prior to shipping production quantities. The RCMP has the right to request one or more production samples at its discretion at any time during the contract/production stage. This requirement will be done in writing by the RCMP Technical Authority.

**Production Lot Acceptance Testing (PLAT) Protocol:**

- a. All Ballistic Testing shall be conducted in accordance with NIJ 0101.06 'Police Body Armor' with components in the '**conditioned**' state.
- b. The vendor will notify RCMP of all plate serial numbers for each production lot.
- c. The production 'lot' shall be defined by the manufacturer, but shall be no greater than 400 rifle plates. The quantity of rifle plates to be tested shall be rounded up to the nearest whole number. For any lot or quantity under 100, one rifle plate shall be tested.

- d. The RCMP will randomly select 1% of plates from each production lot for P-BFS perforation and Back-Face Signature testing in accordance with NIJ Standard-0101.06 threat level IV.
- e. The vendor will send the selected plates to an independent NIJ-certified lab for production lot testing, and the vendor will provide advance notification of the PLAT testing location and date so that the Technical Authority of RCMP may witness the testing.
- f. The following is the disposition for the production lot based upon the P-BFS Perforation Back-Face Signature test results:
  - i. Plates pass P-BFS testing – Production lot is released for shipment.
  - ii. Plates fail due to perforation – Production lot is rejected and will not be shipped.
  - iii. For production lots in which multiple plates are tested, should only 1 of the plates fail for BFS, an additional 5 plates from the same production lot may be tested. These additional plates will also be selected by RCMP when the initial plates are selected.
    - a. All 5 additional plates pass – production lot is released for shipment. The vendor will be responsible for replacing the 5 additional plates.
    - b. 1 or more of the additional 5 plates fails – production lot is rejected and will not be shipped.

The RCMP reserves the right to increase PLAT up to 2% per lot, should the RCMP identify any concern regarding the ballistic integrity of the hard body armor plates manufactured under the contract. Immediate notice will be given to the vendor to adjust the testing protocol accordingly following the above noted disposition protocol.

The plates shall be warranted by the Manufacturer to provide the stated level of ballistic protection and shall be free from defects in materials and workmanship for a period of five (5) years from the date of receipt by the RCMP.

#### **16.1 Viewing Sample - Return to Sender**

The viewing sample which may have been sent to the Contractor is to be returned to the sender upon completion of Contract.

The viewing sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

### **17. Specifications and Standards**

#### **17.1 United States Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/> .

#### **17.2 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

**18. Financial Security**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and
    - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

## ANNEX A REQUIREMENT

### **1. TECHNICAL REQUIREMENT**

The Contractor is required to provide the Royal Canadian Mounted Police (RCMP) with General Duty Rifle Plates in accordance with the RCMP specification GS1045-330C dated 2014-07-28 and the viewing sample.

### **2. ADDRESSES**

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Royal Canadian Mounted Police Uniform & Equipment Program, 2nd floor Attn.: Planning & Accounting Section 440 Coventry Road (Warehouse Bldg.) Ottawa, Ontario K1A 0R2

### **3. DELIVERABLES**

#### **CONTRACT QUANTITY**

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Plate, Rifle, General Duty NIJ 0101.06 Level IV	1,600	Set	\$ _____

#### **“AS AND WHEN REQUESTED” QUANTITY**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
2	Plate, Rifle, General Duty NIJ 0101.06 Level IV	1,200	Set	\$ _____

### **4. “AS AND WHEN REQUESTED” QUANTITY - Identified as Item 2**

Under this Contract, the Contractor is required to provide certain goods to Canada on an “as and when requested” basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

The period for placing “as and when requested” orders will be 24 months from contract award date.

RCMP may issue orders for “as and when requested” quantity directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of “as and when requested” goods specified under item 2 is only an approximation of requirements.

Order will be made on a RCMP order form.

The RCMP is requesting that delivery be made within 30 calendar days after receipt of order document.

**Solicitation No – M0077-14H102/A**

The Contractor is to offer their very best delivery below:

Delivery of “as and when requested” quantities will be made within \_\_\_\_\_ calendar days after receipt of order document.

Deliveries made against orders of the “as and when requested” quantities will be inspected by the Consignee at destination.

**Financial Limitation**

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of \$ (to be established at contract), applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

**ANNEX “B” to PART 5 - BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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

OR

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