



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**Request For a Standing Offer
Demande d'offre à commandes**

National Individual Standing Offer (NISO)
Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**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

Title - Sujet NISO - BALLISTIC BODY ARMOUR VESTS	
Solicitation No. - N° de l'invitation 08843-150311/A	Date 2015-12-22
Client Reference No. - N° de référence du client 08843-150311	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-750-68698
File No. - N° de dossier pr750.08843-150311	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-02	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Burelle, Thérèse	Buyer Id - Id de l'acheteur pr750
Telephone No. - N° de téléphone (613)286-0837 ()	FAX No. - N° de FAX (819)956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Foreign Affairs, Trade and Development Canada LB PEARSON BLDG TWR B GROUND 125 SUSSEX DR., BG-131 RECEIVING OTTAWA Ontario K1A0G2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF OFFERS
- 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS
- 2.4 APPLICABLE LAWS

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 OFFER PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER
- 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- 6.1 FINANCIAL CAPABILITY

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 OFFER
- 7.2 SECURITY REQUIREMENT
- 7.3 STANDARD CLAUSES AND CONDITIONS
- 7.4 TERM OF STANDING OFFER
- 7.5 AUTHORITIES
- 7.6 IDENTIFIED USERS
- 7.7 CALL-UP INSTRUMENT
- 7.8 LIMITATION OF CALL-UPS
- 7.9 FINANCIAL LIMITATION
- 7.10 PRIORITY OF DOCUMENTS
- 7.11 CERTIFICATIONS
- 7.12 APPLICABLE LAWS
- 7.13 PLANT CLOSING
- 7.14 PLANT LOCATION

Solicitation No. - N° de l'invitation
08843-150311/A
Client Ref. No. - N° de réf. du client
08843-150311

Amd. No. - N° de la modif.
File No. - N° du dossier
pr75-.08843-150311

Buyer ID - Id de l'acheteur
pr750
CCC No./N° CCC - FMS No./N° VME

B. RESULTING CONTRACT CLAUSES

- 7.1 REQUIREMENT
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 TERM OF CONTRACT
- 7.4 PAYMENT
- 7.5 INVOICING INSTRUCTIONS
- 7.6 OVERSHIPMENT
- 7.7 MATERIALS
- 7.8 DELIVERY

LIST OF ANNEXES :

ANNEX "A" - REQUIREMENT

- 1. TECHNICAL REQUIREMENT
- 2. ADDRESSES
- 3. DELIVERABLES

ANNEX "B" - QUARTERLY REPORT TEMPLATE

ANNEX "C" - BODY ARMOUR SPECIFICATION

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Quarterly Report template and Specification.

1.2 Summary

1.2.1 This requirement is for the establishment of a National Individual Standing Offer (NISO) for the Department of Foreign Affairs, Trade and Development Canada for the supply of Ballistic Body Armour Vest. The Standing Offer will be valid for three (3) years for a total estimated quantity of 170 each.

The estimated usage Year 1 for 70 each, Year 2 for 50 and Year 3 for 50.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015/07/03) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers 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 Request for Standing Offers.

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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)
Offerors 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 Offer

In their technical offer, Offerors 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, 4.1.1.1 Mandatory Technical Criteria).

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample and Supporting Documentation

Please note that the following is required and must be submitted with your bid or your bid will be deemed non-compliant :

The supplier **at the time of bid submission** must supply the following information:

- 1) Confirm that the product is NIJ IIIA 0101.06 certified or equivalent and made from aromatic polyamide (Arimid)
- 2) Name of the Certifying Agency
- 3) Total weigh of body armour and ballistic plates separate and combined
- 4) V50 test result

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample of the item 001 (medium or large) will be required after the Request For Standing Offer closing date and upon a written request from PWGSC.

The requirement for a pre-award sample may be waived if the Offeror has supplied the item within the past three (3) years in accordance with the latest specification.

Please specify:

- Item supplied: _____
- Your previous Contract/Standing Offer number: _____

If the above has been met, the Offeror represents and warrants that no significant changes have occurred in their manufacturing processes nor their organization or their sub-contractors' organization since the last award or pre-award qualification that could affect the manufacturing of the referenced item.

The Offeror must submit the pre-award sample if a waiver is not given. The Offeror will be advised when the pre-award sample is required.

The Offeror must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the offer submitted. Rejection of the pre-award sample will result in the offer being declared non-responsive. **If a pre-award sample is not available in the right colour, a swatch of the right colour must be provided with the pre-award sample.**

The Offeror must deliver the required pre-award sample at no charge to Canada and must ensure that it is received within 21 calendar days from request. Failure to submit the required pre-award sample within the specified time frame will result in the offer being declared non-responsive. The sample submitted by the Offeror will remain the property of Canada.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample will not relieve the successful Offeror from submitting sample(s) as required by the contract terms or from strictly adhering to the technical requirement of this Request For Standing Offer and any resultant contract.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit pricing for all items and for all three (3) years.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). Ranking will be established using the estimated quantities for the items and for all three (3) years.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Sample Certification

The Offeror certifies that:

- () the manufacturer that produced the pre-award sample will remain unchanged for the full production of the contract quantity.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

2005 (2015/07/03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is 36 months from the date of issuance of the Standing Offer.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:
Therese Burelle
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

Solicitation No. - N° de l'invitation
08843-150311/A
Client Ref. No. - N° de réf. du client
08843-150311

Amd. No. - N° de la modif.
File No. - N° du dossier
pr75-.08843-150311

Buyer ID - Id de l'acheteur
pr750
CCC No./N° CCC - FMS No./N° VME

Telephone : 613-286-0837 Facsimile: 819-956-5454
E-mail address: therese.burelle@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing offer authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Department of Foreign Affairs, Trade and Development
Physical Security Implementation Section
125 Sussex Drive
Ottawa, Ontario
K1A 0G2
ATTN.: _____ (to be advised at contract)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer Revision issued by the Standing Offer Authority.

7.5.3 Offeror's Representative

The person responsible for:

General enquiries

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the division of the Domestic Procurement Operations (AAC) – Department of Foreign Affairs, Trade and Development Canada.

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer".

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.9 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015/07/03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2015/07/03), General Conditions – Higher Complexity - Goods
- e) Annex “A” - Requirement;
- f) Annex “C” - Specification;
- g) the Offeror’s offer dated _____.

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.13 Plant Closing

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

Year 1 (2016/2017)

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 2 (2017/2018)

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Solicitation No. - N° de l'invitation
08843-150311/A
Client Ref. No. - N° de réf. du client
08843-150311

Amd. No. - N° de la modif.
File No. - N° du dossier
pr75-.08843-150311

Buyer ID - Id de l'acheteur
pr750
CCC No./N° CCC - FMS No./N° VME

Year 3 (2018/2019)

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

7.14 Plant Location

Items will be manufactured at: _____

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2030 (2015/07/03), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts of General Conditions 2030 – Higher Complexity – Goods will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

The DFATD is requesting that the shipment be made within 75 calendar days from receipt of a call-up against the Standing Offer.

Delivery must be made within _____ calendar days from receipt of a call-up against the Standing Offer. Offeror will make only one (1) shipment per call-up.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A, 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 Standing Offer Authority before their incorporation into the Work.

7.4.2 SACC Manual Clauses

H1000C 2008-05-12 Single Payment

7.4.3 Payment by Credit Card

The following credit card(s) is/are accepted: _____ (will be provided upon issuance of SO if applicable).

7.5 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

Department of Foreign Affairs, Trade and Development
ARCA Physical Security Implement
200 Promenade du Portage
Gatineau, QC K1A 0G2
Attention: Ryan Davis

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

7.6 Overshipment

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

7.7 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

7.8 Delivery

7.8.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the call-up document and delivered:
 - (a) DDP Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

**ANNEX "A"
 REQUIREMENT**

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of Foreign Affairs, Trade and Development Canada (DFATD) with Ballistic Body Armour Vests in accordance with the Specification in Annex C, included with this document.

2. ADDRESSES

Destination Address	Invoicing Address
Foreign Affairs, Trade and Development BG-131 - Receiving Lester B. Pearson Bldg 125 Sussex Drive Ottawa, Ontario K1A 0G2	Foreign Affairs, Trade and Development ARCA Physical Security Implement 200 Promenade du Portage Gatineau, Quebec K1A 0G2 Attention: Ryan Davis

3. DELIVERABLES

Year 1 – If (ordered) within 12 months from contract award date

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
001	<u>Balistic Body Armour Vests</u>			
	Size small	2	each	\$ _____
	Size medium	17		\$ _____
	Size large	31		\$ _____
	Size x-large	16		\$ _____
	Size xx-large	4		\$ _____
Total		70		

Year 2 – If (ordered) between 13 to 24 months from contract award date

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
002	<u>Balistic Body Armour Vests</u>			
	Size small	2	each	\$ _____
	Size medium	12		\$ _____
	Size large	20		\$ _____
	Size x-large	12		\$ _____
	Size xx-large	4		\$ _____
Total		50		

Solicitation No. - N° de l'invitation
 08843-150311/A
 Client Ref. No. - N° de réf. du client
 08843-150311

Amd. No. - N° de la modif.
 File No. - N° du dossier
 pr75-.08843-150311

Buyer ID - Id de l'acheteur
 pr750
 CCC No./N° CCC - FMS No./N° VME

Year 3 – If (ordered) between 25 to 36 months from contract award date

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
003	<u>Balistic Body Armour Vests</u> Size small Size medium Size large Size x-large Size xx-large	2 12 20 12 4	each	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Total		50		

ANNEX "C"



Foreign Affairs, Trade and
Development Canada

Affaires étrangères, Commerce
et Développement Canada

Canada

Global Affairs Canada

BODY ARMOUR

SPECIFICATION

GAC - BODY ARMOUR SPECIFICATION

Armour level: Certified Level IV Stand Alone

TABLE OF CONTENTS

- 1.0 OVERVIEW
- 2.0 ARMOUR APPLICATION
 - 2.1 Body Armour Requirements
 - 2.2 Ballistic Armour Plate Requirements
 - 2.3 Additional Requirements
- 3.0 WARRANTY
- 4.0 INSTRUCTIONS FOR CARE AND UPKEEP

GAC - BODY ARMOUR SPECIFICATION

Armour level: Certified Level IV Stand Alone

1.0 OVERVIEW

- 1.1 This document outlines the design minimum requirements for body armour to be used by the Global Affairs Canada for the protection of departmental personnel abroad. This specification should be supported by other contract documents that may further assist in identifying body armour type and style, colour, certification etc.

2.0 ARMOUR APPLICATION

2.1 Body Armour

- 2.1.1 Must be level NIJ IIIA 0101.06 certified and made from aromatic polyamide (Aramid).
- 2.1.2 Must come in standard sizes ranging from small to xxx large and able to be adjusted to fit the 98 percentile of men and women allowing for a custom fit.
- 2.1.3 Is either front opening with a minimum of a 3.5 inch front overlap for additional frontal protection or side opening.
- 2.1.4 The outer shell must be constructed of a durable, water repellent, stain/dirt resistant fabric.
- 2.1.5 Inner liner must be comfortable against the skin.
- 2.1.6 Collar must be lined and split in such a fashion so that it is comfortable against the skin and allows for maximum mobility. The collar must provide the same protection as the body armour. There is no throat protection in this requirement.
- 2.1.7 Ballistic pouches, (1) front and (1) rear must be 10"x12" with an extra ¼ inch tolerance for each dimension and be sonically sealed and easily interchangeable to accommodate future advancements with soft body armour or ballistic plates.

GAC - BODY ARMOUR SPECIFICATION

Armour level: Certified Level IV Stand Alone

2.2 Ballistic Armour Plate Requirements

- 2.2.1 Certified level IV stand alone, NIJ 0101.06
- 2.2.2 Aramid fiber bonded
- 2.2.3 Maximum weight of 3.7kg
- 2.2.4 Nylon cover
- 2.2.5 Single curve or shooter's curve or square cut

GAC - BODY ARMOUR SPECIFICATION

Armour level: Certified Level IV Stand Alone

2.3 Additional Requirements

- 2.3.1 Easy to don and doff.
- 2.3.2 Provide additional ballistic protection to the upper arms including biceps and over the shoulders and must offer the same protection as the ballistic panels.
- 2.3.3 Reinforced seam stitching.
- 2.3.4 A back strap that runs across the length of the back and strong enough to allow for the wearer to be dragged to a secure location if necessary.
- 2.3.5 Vest must be equipped with an easy access carrier bag and hanger (durable plastic, wood, or steel) for shipping and storage.
- 2.3.6 Vest must be tan in colour.
- 2.3.7 Vest must have a MOLLE front and come equipped with a document pouch no smaller than 4 x 6 x 2 inches deep
pouch may be either internal or external.
- 2.3.8 Each vest must have permanent labels providing the following information in English and French on the top centre inside back of the vest and on the middle of each soft armour panel.
 - Item name
 - Size designation
 - Date of manufacture
 - Serial number
 - Manufacturer's name and address
- 2.3.9 Should the ballistic panels be designed with a "strike face" then the "strike face" must be so identified on each panel in accordance with NIJ 0101.06 in English and French.

GAC - BODY ARMOUR SPECIFICATION

Armour level: Certified Level IV Stand Alone

3.0 WARRANTY

- 3.1 The supplier must provide in writing, a warranty of two years on the body armour and ballistic plates. The warranty will also bind the supplier to supply the replacement units and conduct the associated repairs when and if required for the two-year warranty period.

4.0 INSTRUCTIONS FOR CARE AND UPKEEP

- 4.1 At time of delivery the manufacturer must provide instructions with illustrations (or photos) on how to properly ship, wear, adjust, care for and store the vest.