



**RETURN OFFERS TO:
RETOURNER LES OFFRES A:**

Hard Copy / Copie papier:

RCMP-GRC
Bid Receiving/Réception des soumissions
Attention: Lisa Latendresse
Mail Stop/Arrêt postal 15
73 chemin Leikin Drive
Ottawa ON K1A 0R2

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

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**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer (RISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et régionale (OCIR)

Offer to: Royal Canadian Mounted Police

Canada, as represented by the Royal Canadian Mounted Police, hereby requests a Standing Offer on behalf of the Identified Users herein.

Offre aux : Gendarmerie royale du Canada

Le Canada, représenté par la Gendarmerie royale du Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments: - Commentaries :

Title – Sujet		Date
Case, Carrying, Rifle Plate		April 26, 2018
Solicitation No. – N° de l'invitation 201806824		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)
On / le :	May 17, 2018	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Lisa Latendresse Lisa.Latendresse@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 613-843-3597	Facsimile No. – No. de télécopieur 613-825-0082	

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offer (RFSO) is divided into six 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, 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 and Basis of Payment, the Specification and any other annexes.

1.2 Summary

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement for one (1) Regional Individual Standing Offer (RISO) for the supply of Case, Carrying, Rifle Plate as described in the Specification found at Annex B.

The Standing Offer will be valid for a period of two years from the date of issuance with the option to extend for three additional one-year periods.

- 1.2.2 Historical data on RCMP purchases can be found at Annex D for information purposes only.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 The requirement is subject to a preference for Canadian goods and/or services.

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.



1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of standing offers under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 (2017-04-27) 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: 180 days

2.2 Submission of Offers

Offers must be submitted to Royal Canadian Mounted Police (RCMP) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or by email to RCMP will not be accepted.

PLEASE NOTE:

Offerors may submit more than one (1) offer per solicitation; however multiple offers must be submitted in separate offer packages.

2.3 Enquiries - Request for Standing Offer

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 the province of 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.

2.5 Specifications and Standards

2.5.1 Canadian General Standards Board (CGSB) – Standards

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

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5644
Email: ncr.cgsb-ongc@pwgsc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

2.5.2 ASTM International – Standards

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

ASTM Headquarters
100 Barr Harbor Drive
PO Box C700
West Conshohocken, PA
19428-2959 USA
Telephone: 1-877-909-2786 (USA & Canada) or 610-832-9585 (International)
ASTM Website: <http://www.astm.org/Standard/>

2.5.3 International Standards Organization (ISO) – Standards

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

International Organization for Standardization
ISO Central Secretariat
Chemin de Blandonnet 8
CP 401
1214 Vernier, Geneva
Switzerland
Telephone: +41 22 749 01 11



Fax: +41 22 733 34 30
E-mail: central@iso.org
ISO Website: <http://www.iso.org/iso/home.html>

2.6 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca



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 (1 copy)
- Section II: Financial Offer (1 copy)
- Section III: Certifications (1 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) (<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.

Section I: Technical Offer

All offers must be completed in full and provide all of the information requested in the solicitation to enable full and complete evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A Requirement and Basis of Payment. The total amount of Applicable Taxes is excluded.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications and additional information 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.
- (d) The evaluation will be conducted in phases:
 - (i) Phase I: Mandatory Technical Evaluation (Article 4.1.1 of the solicitation)
 - (ii) Phase II: Financial Evaluation (Article 4.1.2 of the solicitation)

4.1.1 Phase I: Mandatory Technical Evaluation

4.1.1.1 Mandatory Technical Criteria – Pre-Standing Offer Issuance Sample

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) Pre-Standing Offer Issuance Sample of the following item(s) will be required:

ITEM	SIZE	STOCK#
1. Case, Carrying, Rifle Plate	One Size	120653

Reference RCMP Specification G.S. 1045-351 dated 2017-03-14.

The Offeror must ensure that the required Pre-Standing Offer Issuance Sample(s) is manufactured in accordance with the technical requirement (unless specification waivers or substitutions have been permitted by the RCMP for the Pre-Standing Offer Issuance Sample(s) and have been identified herein) and are fully representative of the offer submitted. Rejection of the Pre-Standing Offer Issuance Sample(s) will result in the offer being declared non-responsive.

The Pre-Standing Offer Issuance Sample(s) must be clearly identified as such and have the following information: the solicitation number, the name of the company that submitted the sample and the RCMP Stock Number.

A RCMP viewing sample(s) will be provided to Offerors who are requested to provide Pre-Standing Offer Issuance Sample(s) and is to be used for guidance for all factors not covered by the RCMP Specification. The RCMP Specification shall govern.

The viewing sample(s) should be returned to the RCMP with the Pre-Standing Offer Issuance Sample(s). The viewing sample(s) is not to be damaged or cut, but returned in the same condition as sent to the Offeror. If the viewing sample(s) is not returned with the Pre-Standing Offer Issuance Sample(s), the Offeror will have seven (7) calendar days upon written notice from the Standing Offer Authority to return the viewing sample(s). Failure to return the viewing sample(s) within that timeframe will result in the offer being declared non-responsive. If the Offeror elects not to submit a Pre-Standing Offer Issuance Sample(s), the viewing sample(s) must be returned to the RCMP within seven (7) calendar day of the



written request from the Standing Offer Authority. Lost or damaged viewing sample(s) shall be reimbursed to the RCMP for the cost of an acceptable replacement.

The Pre-Standing Offer Issuance Sample(s) will be evaluated for quality of workmanship and conformance to specified materials and measurements. Minor observations will not be a reason to reject the Pre-Standing Offer Issuance Sample unless, in the opinion of the technical evaluator, they are considered to render the items unserviceable. However, only one deviation will result in the offer being declared non-responsive.

Pre-Standing Offer Issuance Sample Waivers and Substitutions:

Waivers and Substitutions to RCMP Specification G.S. 1045-351 dated 2017-03-14:

- a. Paragraph 4.1.1 of the Specification, the shell material may be black or other dark colour.

4.1.1.2 Mandatory Technical Criteria – Certificate of Compliance

4.1.1.2.1 Definition

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 Offeror certifies that the product for which the certificate of compliance is issued is the same product used in the offer submission, or in the pre-standing offer issuance samples or in the pre-production samples, or in the production units as applicable.

The Offeror 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.

4.1.1.2.2 Original Version

The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Offeror. The original Certificate(s) of Compliance must be received by the RCMP within three (3) calendar days upon written notice from the Standing Offer Authority. Failure to provide the original Certificate(s) of Compliance within that timeframe will result in the offer being declared non-responsive.

4.1.1.2.3 Certificate(s) of Compliance

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 18 months of the solicitation posting date.

Reference RCMP Specification G.S. 1045-351 dated 2017-03-14.

- a. Shell Material, Table I, Paragraph 4.1.1 of the Specification



- b. Lining Material, Paragraph 4.1.2 of the Specification
- c. Slide Fastener, Paragraph 4.1.3 of the Specification
- d. Foam Padding, Paragraph 4.1.4 of the Specification
- e. Nylon webbing, Paragraph 4.1.5 of the Specification
- f. Thread, Paragraph 4.1.6.1 and 4.1.6.2 of the Specification
- g. Hook and loop tape, Paragraph 4.1.7 of the Specification

4.1.1.3 Mandatory Technical Criteria – General Information

The Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance will be required after the solicitation closing date, upon a written request from the Standing Offer Authority, from the offerors with the lowest evaluated prices. Should these offerors not be technically compliant, offerors with the next lowest evaluated prices will be requested to submit Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance, and so on until a technically compliant offer is found.

The Offerors must deliver the required Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance at no cost to Canada.

The address to which the Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance must be delivered will be provided in the written request from the Standing Offer Authority.

The due dates are as follows:

Technical Requirement	Due Date
Pre-Standing Offer Issuance Sample(s)	within 28 calendar days from request
Certificate(s) of Compliance	within 28 calendar days from request

Canada may consider an extension to the above due dates in the following cases:

- a. Prior to solicitation closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request in accordance with Article 2.3 Enquiries – Request for Standing Offer in Part 2 and the request is deemed reasonable at Canada’s sole discretion; and/or
- b. After solicitation closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request no later than five (5) calendar days before the original Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance due date and the request is deemed reasonable at Canada's sole discretion.

If an extension is granted by Canada after solicitation closing for any or all of the technical requirements, all Offerors who have been asked to submit a Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance will be given the same extension.

Failure to submit the required Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance by the original due date or the extension due date, if one is granted, will result in the offer being declared non-responsive. The Pre-Standing Offer Issuance Sample(s) submitted by the Offerors will remain the property of Canada.



The requirement for a Pre-Standing Offer Issuance Sample(s) with any applicable waivers and substitutions and Certificate(s) of Compliance will not relieve the successful Offeror from submitting a sample(s) and/or a certificate(s) as required by the Standing Offer terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant contract.

4.1.1.4 Waiver

The requirement for Pre-Standing Offer Issuance Sample(s) and Certificate(s) of Compliance may be waived if the Offeror has:

Submitted a Sample(s) and Certificate(s) of Compliance on a previous requirement or through a separate pre-qualification process by the RCMP Technical Authority to the latest specifications and where the Sample(s) and Certificate(s) of Compliance were found to be compliant. Offerors may be requested to submit a copy of the evaluation report to validate compliance.

If the above has been met, the Offeror must sign this representation and warrants that no significant changes have occurred in their manufacturing processes or their organization since the last award, issuance or qualification, which could affect the manufacturing of the referenced item.

The signed representation should be submitted with the offer but may be submitted afterwards. If the signed representation is not submitted with the offer, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the signed representation within the time frame specified will result in the Offeror being required to submit the Pre-Standing Offer Issuance Sample(s) and Certificate(s) of Compliance in accordance with Article 4.1.1.

Signature

Date

4.1.2 Phase II: Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Applicable Taxes excluded, Deliver Duty Paid (DDP) Destination (as identified in Annex A) Incoterms 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the solicitation and meet all mandatory technical criteria to be declared responsive.
- 4.2.2 The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer (1 standing offer only).



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare an Offeror 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 Precedent to 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.

5.1.1 Integrity Provisions

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

5.1.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - 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.

5.1.3 Additional Certifications Precedent to Issuance of Standing Offer

5.1.3.1 Sample and Production Certification

The Offeror certifies that:

- () The manufacturer that produced the Pre-Standing Offer Issuance Sample(s) will remain unchanged for the Pre-Production Sample(s), Production Sample(s) and full production of the firm



quantity under any resulting call-up issued during the initial Standing Offer period or the extended Standing Offer period, if authorized.

- () The components that are used in the Pre-Production Sample(s) will remain unchanged for the full production of the firm quantity under any resulting call-up issued during the initial Standing Offer period or the extended Standing Offer period, if authorized.

5.1.3.2 Canadian Content Certification

SACC MANUAL CLAUSE

A3050T 2014-11-27 Canadian Content Definition

CANADIAN CONTENT CERTIFICATION

Subject to the evaluation procedures contained in the solicitation, Offerors acknowledge that only offers for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer or prior to issuance of standing offer, will result in the item(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

- () the item(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with Annex A.

6.2 Security Requirement

There is no security requirement associated with the requirement.

6.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this Standing Offer is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this Standing Offer, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. 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 30 calendar days after the end of the reporting period.



6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

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

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lisa Latendresse
Title: Senior Procurement Officer
Organization: Royal Canadian Mounted Police
Directorate: Procurement and Contracting Branch
Address: 73 Leikin Drive, Ottawa, Ontario, K1A 0R2
Telephone: (613) 843-3597
Facsimile: (613) 825-0082
E-mail address: Lisa.Latendresse@rcmp-grc.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 Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is:
(To be inserted at issuance of Standing Offer)

The Technical Authority is the representative of the department or agency for whom the Work is being carried out pursuant to a call-up under the Standing Offer and is responsible for all matters concerning the technical content of the work under the resulting 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 standing offer amendment issued by the Standing Offer Authority.

6.5.3 Offeror's Representative

General Inquiries:

Name: _____

Telephone: _____

Facsimile: _____

Email: _____

Delivery Follow-up:

Name: _____

Telephone: _____

Facsimile: _____

Email: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the RCMP Uniform and Equipment Program and RCMP HQ Procurement.

6.7 Call-up Procedures

The Identified User will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer.
- c) Only the goods identified in the Requirement and Basis of Payment at Annex A of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority.
- d) If by error or omission the Identified User fails to apply the correct price as listed in Annex A Requirement and Basis of Payment or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942 Call-Up against a Standing Offer.

6.9 Limitation of Call-ups

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



6.10 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$400,000.00 CAD (Applicable Taxes included). 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.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75% 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 sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) Annex B, Specification G.S. 1045-351 dated 2017-03-14;
- h) the Offeror's offer dated _____.

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

6.13 Certifications and Additional Information

6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.13.3 SACC Manual Clauses

SACC Manual Clause M3060C (2008-05-12) Canadian Content Certification

6.14 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 _____. *(to be inserted at issuance of Standing Offer)*.

6.15 Plant Closing

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

2018

Summer Holiday From: _____ To: _____

Christmas Holiday From: _____ To: _____

2019

Summer Holiday From: _____ To: _____

Christmas Holiday From: _____ To: _____

6.16 Plant Location

Items will be manufactured at: _____

6.17 Subcontractors

The following subcontractor(s) will be utilized in the performance of contracts resulting from this Standing Offer.

Name of Company: _____



Location: _____

Nature of subcontracting work performed: _____

6.18 Materials

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

6.19 Pre-Production Requirements

Pre-production requirements as described below are required for evaluation before the Offeror is permitted to fulfill any call-ups issued under the Standing Offer. A waiver may be granted at the sole discretion of the Technical Authority. Requests for a waiver by the Offeror must be submitted in writing to the Standing Offer Authority.

6.19.1 Pre-Production Sample

Unless a waiver is granted by the RCMP Technical Authority, one (1) pre-production sample of each of the following item(s) is required:

ITEM	SIZE	STOCK#
1. Case, Carrying, Rifle Plate	One Size	120653

Reference RCMP Specification G.S. 1045-351 dated 2017-03-14.

Instruction to Offerors: If a waiver was granted to the successful Offeror during the Technical Evaluation of their offer, as described in Article 4.1.1.4 of the solicitation, the successful Offeror will be required to submit Certificate(s) of Compliance as identified below. This instruction will be deleted and 6.19.2 will be included in the resulting Standing Offer. If a waiver was not granted to the successful Offeror during the Technical Evaluation of their offer, as described in Article 4.1.1.4 of the solicitation, both the instruction and 6.19.2 will be deleted in the resulting Standing Offer and 6.19.3 will be amended accordingly.

6.19.2 Certificate of Compliance

6.19.2.1 Definition

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 Offeror certifies that the product for which the certificate of compliance is issued is the same product



used in the offer submission, or in the pre-standing offer issuance samples or in the pre-production samples, or in the production units as applicable.

The Offeror 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.

6.19.2.2 Original Version

The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Offeror. The original Certificate(s) of Compliance must be received by the RCMP within three (3) calendar days upon written notice from the Standing Offer Authority. Failure to provide the original Certificate(s) of Compliance within that timeframe may result in the Standing Offer being set aside.

6.19.2.3 Certificate(s) of Compliance

A Certificate of Compliance for each of the following properties is required. The certificate(s) must be dated within 12 months of standing offer issuance.

Reference RCMP Specification G.S. 1045-351 dated 2017-03-14.

- a. Shell Material, Table I, Paragraph 4.1.1 of the Specification
- b. Lining Material, Paragraph 4.1.2 of the Specification
- c. Slide Fastener, Paragraph 4.1.3 of the Specification
- d. Foam Padding, Paragraph 4.1.4 of the Specification
- e. Nylon webbing, Paragraph 4.1.5 of the Specification
- f. Thread, Paragraph 4.1.6.1 and 4.1.6.2 of the Specification
- g. Hook and loop tape, Paragraph 4.1.7 of the Specification

6.19.3 Submission of Pre-Production Requirements

The due date for each of the Pre-Production Requirements is as follows:

Pre-Production Requirement	Due Date
Pre-Production Sample(s)	within 28 calendar days of issuance of standing offer
Certificate(s) of Compliance	within 28 calendar days of issuance of standing offer

Canada may consider an extension to the above due date(s) provided the Offeror submits a justification to the Standing Offer Authority for the extension request five (5) calendar days before the due date of the respective Pre-Production Requirement and the request is deemed reasonable at Canada's sole discretion.

The sample(s) and certificate(s) submitted by the Offeror will remain the property of Canada.

6.19.4 Evaluation of Pre-Production Requirements

- (a) If the Pre-Production Sample(s) and/or Certificate(s) of Compliance are rejected, the Offeror must submit the second Pre-Production Sample(s) and/or Certificate(s) of Compliance within **21 calendar days** of notification of rejection from the Technical Authority.



- (b) The Technical Authority will notify the Offeror, in writing, of the acceptance or rejection of the Pre-Production Sample(s) and Certificate(s) of Compliance. A copy of this notification is to be provided by the Technical Authority to the Standing Offer Authority. The notice of acceptance does not relieve the Offeror from complying with all requirements of the specification(s) and all other terms of the Standing Offer.
- (c) The Offeror must not commence production of the items and must not make any deliveries against any call-up until the Offeror has received written notification from the Technical Authority that the sample(s) and certificate(s) are acceptable. Any production of items before acceptance will be at the sole risk of the Offeror.
- (d) Rejection by the Technical Authority of the second Pre-Production Sample(s) and/or Certificate(s) of Compliance submitted by the Offeror for failing to meet the Standing Offer requirements will be grounds for setting aside the Standing Offer.

6.20 Production Requirements

6.20.1 Production Sample

The RCMP has the right to request one or more Production Samples and/or Certificate(s) of Compliance at its discretion at any time during the Standing Offer period in order to ensure technical compliance with the requirements of the Standing Offer. This request will be done in writing by the RCMP Standing Offer Authority. Rejection by the Technical Authority of one or more Production Samples and/or Certificates of Compliance for failing to meet the Standing Offer requirements will be grounds for setting aside the Standing Offer. The sample(s) and certificate(s) submitted by the Offeror will remain the property of Canada.

6.21 Viewing Sample – Guidance Only

The viewing sample is to be used for guidance on all factors not covered by the RCMP Specification. The RCMP Specification will govern.

6.22 Viewing Sample - Return to RCMP

The viewing sample(s) which may have been sent to the Offeror must be returned to the sender upon completion of the Standing Offer at the expense of the Offeror. The viewing sample(s) must not be damaged or cut, but returned in the same condition as sent to the Offeror. Lost or damaged viewing sample(s) shall be reimbursed to the RCMP for the cost of an acceptable replacement.

6.23 Specifications and Standards

6.23.1 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the Standing Offer and any resulting contract is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec



Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

Email: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

6.23.2 ASTM International – Standards

A copy of the ASTM Standards referred to in the Standing Offer and any resulting contract is available and may be purchased from:

ASTM Headquarters

100 Barr Harbor Drive

PO Box C700

West Conshohocken, PA

19428-2959 USA

Telephone: 1-877-909-2786 (USA & Canada) or 610-832-9585 (International)

ASTM Website: <http://www.astm.org/Standard/>

6.23.3 International Standards Organization (ISO) – Standards

A copy of the ISO Standards referred to in the Standing Offer and any resulting contract is available and may be purchased from:

International Organization for Standardization

ISO Central Secretariat

Chemin de Blandonnet 8

CP 401

1214 Vernier, Geneva

Switzerland

Telephone: +41 22 749 01 11

Fax: +41 22 733 34 30

E-mail: central@iso.org

ISO Website: <http://www.iso.org/iso/home.html>



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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

6.4 Shipping Instructions – Delivery at Destination

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

DDP Destination (as identified in Annex A) Incoterms 2010, transportation costs and unloading at destination included, for shipments from a commercial contractor.

6.5 Packaging

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

6.6 Marking

- a. Marking and labelling must be in accordance with the Specification.
- b. Quantities and RCMP Stock Numbers to be indicated on carton.
- c. Proper shipping documents must accompany each shipment. Packing slips must include the contract number, item description, RCMP Stock Number and quantity being shipped.
- d. Manufacturer's markings/advertisements will not appear on this item except on the label as per the specification/purchase description. Failure to comply with this article may result in rejection of goods upon inspection.

6.7 Rejected Goods



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

6.8 Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in order to satisfy the requirements of the Contract. Should the Contractor experience an overrun or underrun, they must provide the details in writing to the Contracting Authority prior to shipment for acceptance by the RCMP. At their discretion, the RCMP may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns may be returned to the Contractor at their expense.

6.9 Payment

6.9.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as detailed at Annex A Requirement and Basis of Payment for a cost of \$ _____ (to be inserted at contract award). Customs Duties, transportation costs and unloading at destination 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.

6.9.2 SACC Manual Clauses

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

6.10 Invoicing Instructions

6.10.1 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.

6.10.2 Invoices must be distributed as follows:

- a. One (1) copy marked original must be forwarded to the following address for certification and payment.

Email: _____ (to be inserted at Standing Offer issuance)

6.11 Insurance

SACC Manual Clause G1005C (2016-01-28) Insurance – No Specific Requirement



**ANNEX A
REQUIREMENT AND BASIS OF PAYMENT**

1. Technical Requirement

The Offeror must provide the Royal Canadian Mounted Police (RCMP) with Case, Carrying, Rifle Plate in accordance with RCMP Specification G.S. 1045-351 dated 2017-03-14 and viewing sample.

2. Addresses

Destination Address	Invoicing Address
Royal Canadian Mounted Police Uniform & Equipment Program 440 Coventry Road, East Door Ottawa, Ontario K1K 2C4	Refer to clause Part B 6.10 Invoicing Instructions.

3. Basis of Payment

Initial Standing Offer Period (for a period of 2 years from date of issuance)

Item	Description	RCMP Stock Number	Total Estimated Quantity*	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Case, Carrying, Rifle Plate	120653	2000	EA	\$ _____	\$ _____

* Although an estimated quantity has been identified for the Initial Standing Offer Period, the total financial limitation throughout the entire duration of the Standing Offer, including any option period extensions, if authorized, cannot exceed \$400,000.00 including the Applicable Taxes and shipping costs. It is the responsibility of the Offeror to ensure the financial limitation of the Standing Offer is not exceeded in accordance with Part 6A Standing Offer Article 6.10 Financial Limitation.

Option 1 (for a period of 1 year)

Item	Description	RCMP Stock Number	Total Estimated Quantity*	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Case, Carrying, Rifle Plate	120653	1000	EA	\$ _____	\$ _____

* Although an estimated quantity has been identified for the Option Period, the total financial limitation throughout the entire duration of the Standing Offer, including any option period extensions, if authorized, cannot exceed \$400,000.00 including the Applicable Taxes and shipping costs. It is the responsibility of the Offeror to ensure the financial limitation of the Standing Offer is not exceeded in accordance with Part 6A Standing Offer Article 6.10 Financial Limitation.



Option 2 (for a period of 1 year)

Item	Description	RCMP Stock Number	Total Estimated Quantity*	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Case, Carrying, Rifle Plate	120653	1000	EA	\$ _____	\$ _____

* Although an estimated quantity has been identified for the Option Period, the total financial limitation throughout the entire duration of the Standing Offer, including any option period extensions, if authorized, cannot exceed \$400,000.00 including the Applicable Taxes and shipping costs. It is the responsibility of the Offeror to ensure the financial limitation of the Standing Offer is not exceeded in accordance with Part 6A Standing Offer Article 6.10 Financial Limitation.

Option 3 (for a period of 1 year)

Item	Description	RCMP Stock Number	Total Estimated Quantity*	Unit of Issue	Firm Unit Price, DDP Destination, Applicable Taxes extra	Extended Price (Quantity x Firm Unit Price) (A)
1	Case, Carrying, Rifle Plate	120653	1000	EA	\$ _____	\$ _____

* Although an estimated quantity has been identified for the Option Period, the total financial limitation throughout the entire duration of the Standing Offer, including any option period extensions, if authorized, cannot exceed \$400,000.00 including the Applicable Taxes and shipping costs. It is the responsibility of the Offeror to ensure the financial limitation of the Standing Offer is not exceeded in accordance with Part 6A Standing Offer Article 6.10 Financial Limitation.

Total Evaluated Price (A + B + C + D)	\$ _____
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**ANNEX B
SPECIFICATION**

RCMP Specification G.S. 1045-351 dated 2017-03-14.



ANNEX D
HISTORICAL DATA (for information purposes only)

RCMP HISTORICAL PURCHASES			
Description	2015/2016 Quantity	2016/2017 Quantity	2017/2018 Quantity
Case, Carrying, Rifle Plate	1600	1200	900

The RCMP Historical Purchases data has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the goods identified in this solicitation will be consistent with this data. It is provided purely for information purposes only.