





Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						FOB/FAM	Plant/Usine	
4	MP conceable body armor	WB941	W1941	1	Each	\$	\$	See Herein
	MP conceable body armor							

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This bid solicitation cancels and supersedes previous bid solicitation number W8486-195094/A dated September 11, 2018 with a closing of October 19, 2018.

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 | Financial 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 Statement of Work, basis of payment, Technical requirements and Quarterly report

1.2 Summary

- 1.2.1 The Department of National Defense has a requirement to establish a Regional Individual Standing Offer to purchase MP Concealable Body Armor (CBA). The Standing Offer will be for a one (1) year period with a possibility to extend for three (3) additional one (1) year period for 25 CFSD Montreal, Qc
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods.

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 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.13 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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 (2018/05/22) - 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.

2.5 Specifications and Standards

2.5.1 Canadian General Standards Board (CGSB) – Standards

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

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

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

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

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

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 (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>) (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, 1.1.1 Mandatory Technical Criteria).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B – Basis of Payment

3.1.1 Electronic Payment Instruments- Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, please complete the following Electronic Payment Instruments, to identify which ones are accepted.

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Acceptance of Electronic Payment Instruments 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.

Section IV: Additional Information

3.1. Origin of Work

Offerors must provide the name, address and country of manufacturers, subcontractors and suppliers to be utilized in the performance of the contract.

Items will be manufactured at: _____ (please indicate the complete address of the plant).

The following suppliers/subcontractor(s) will be utilized in the performance of the contract:

- a. Name and address of supplier/subcontractor: _____
 - b. Location where work will be _____ please indicate the complete address if different from the address provided in a))
 - c. Nature of subcontracting work performed: _____
 - d. Value of subcontract: \$ _____
- (Enter the information for each supplier/subcontractor)

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

The Offeror agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

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 and 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample and Supporting Documentation

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) complete vest size Medium (contractor's size), and supporting documentation as detailed in Annex C must be included with the offer.

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.

The Offeror must deliver the required pre-award sample and supporting documentation at no charge to Canada and must ensure that it is received with the offer at time and place of Request for Standing Offer closing. If any supporting documentation is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation. Failure to submit the required pre-award sample and supporting documentation 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.

Laboratory analysis of the product offered showing test results for specific tests listed under Annex C must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and tests results must be dated within one year before the Request for Standing Offer posting date.

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

The requirement for a pre-award sample and supporting documentation will not relieve the successful Offeror from submitting samples, test results and certificates of compliance 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 Bidder must submit firm unit price(s) in Canadian dollars, applicable taxes are excluded, FCA (insert the named place, e.g. Contractor's facility) Incoterms 2000, transportation costs excluded, all applicable Customs Duties and Excise taxes excluded.

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 all items.

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Ethical Procurement Certification

The ethical considerations for procurement of apparel certification document attached to this RFSO at Annex "E" is incorporated by reference into, and forms a binding part of the RFSO. The Offeror must comply with the certification.

By submitting an offer in response to this RFSO, the Offeror certifies that:

- a. it has read and understands the certification attached to this RFSO;*
- b. it understands that the eight fundamental human and labour rights laid out in the certification document must be complied with or the offer may be declared non-responsive, or Canada may terminate any resulting standing offer for default.*

5.1.3 Additional Certifications Required with the Offer

5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause A3050T (2014/11/27) Canadian Content Definition

Rules of Origin – Apparel

With reference to the Canadian Content Certification clause, apparel goods are considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows: Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

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

Plant Location

Items will be manufactured at: _____

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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<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.

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) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Samples and Production Certification

The Offeror certifies that:

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

PART 6 - FINANCIAL 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 Statement of Work 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 (2016/04/04) 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 "D". 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 and providing services against the Standing Offer is for 12 months from date of issuance of the Standing Offer.

7.4.2 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 (3) additional one (1) year period, under the same conditions and at the 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Manon Swanson
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
L'Esplanade Laurier, 7th floor
140 O'Connor Street
Ottawa, Ontario K1A 0R5

Telephone : 343-550-1659

E-mail address: Manon.swanson@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

Department of National Defence

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Attention: DSSPM _____ (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 Procurement Authority

The Procurement Authority for the Standing Offer is:

_____ (Name of Procurement Authority)

_____ (Title)

_____ (Organization)

_____ (Address)

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____ (to be advised at contract)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.4 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 DLP 3.

7.7 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements..

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;

- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included). Any call-ups with a value greater than this amount must be issued directly by the Standing Offer Authority.

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 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 wordings 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 2030 (2018/06/21), General Conditions – Higher Complexity - Goods
- e) Annex "A" - Statement of Work ;
- f) Annex B - Basis of Payment;
- f) 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.

7.11.2 SACC Manual Clauses

M3060C 2008-05-12 Canadian Content Certification

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 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7.14 Plant Closing

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

2019-2020 Y1

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

2020-2021 Extension Y2 (if extended)

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

2021-2022 Extension Y3 (if extended)

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

2022-2023 Extension Y4 (if extended)

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

7.15 Plant Location

Items will be manufactured at: _____

7.16 Ethical Apparel

The ethical procurement certification incorporated into the RFSO on its closing date is incorporated into, and forms a binding part of any Standing Offer. The Offeror must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the offer process throughout the duration of the Standing Offer.

The origin of work clause incorporated into the RFSO on its closing date is incorporated into, and forms a binding part of the Standing Offer. It is the Offeror's responsibility to ensure continuous accuracy with the origin of work information provided with their offer and must immediately inform Canada in writing of any and all changes affecting the information provided under the origin of work clause during the entire Standing Offer period. The certification is subject to verification by Canada at any given time during the period of the Standing Offer. If the certification is found to be untrue Canada may declare an offer non-responsive or may declare an Offeror in default, whether made knowingly or unknowingly during the offer evaluation period or during the Standing Offer period. The continuing obligation to maintaining this certification is a material obligation of the Standing Offer.

7.17 Specifications and Standards

7.17.1 Canadian General Standards Board (CGSB) - Standards

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

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

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 (2018/06/21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed 60 calendar days after the date of the written notice of approval of the pre-production sample.

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 a firm unit price, as specified in Annex B for a cost of \$ (*amount to be inserted at contract award*). Customs duties 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.

7.4.2 SACC Manual Clauses

H1001C 2008-05-12 Multiple Payments

7.4.3 Electronic Payment Instruments

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

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 consignee for certification and Payment.
 - (b) One copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Standing Offer agreement
 - (c) One copy must be forwarded by email to the Standing Offer Authority at manon.swanson@tpsgc-pwgsc.gc.ca

7.6 SACC Manual clause

G10005C (2016/01/28) Insurance

7.7 SACC Manual Clauses

A9006C	2012-07-16	Defence Contract
B4061C	2008-05-12	North Atlantic Treaty Organization Codification – Data requirements
C2801C	2017-08-17	Priority Rating - Canadian-based Contractors
D5510C	2012-07-16	Quality Assurance Authority (DND) - Canadian-based Contractor
D5540C	2010-08-16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)
D5606C	2012-07-16	Release Documents (DND) - Canadian-based Contractor
D6010C	2007-11-30	Palletization
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C2608C	2015-02-25	Canadian Customs Documentation
C2610C	2007-11-30	Customs Duties - Department of National Defence - Importer
D2000C	2007-11-30	Marking
D2001C	2007-11-30	Labelling

7.8 Procedures for Design change/Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete **Part 1 to 12B the Design Change/Deviation form DND 675** and forward one (1) copy to the Technical Authority and one (1) copy to the Standing Offer Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Standing Offer Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

7.9 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Standing Offer Authority;
- (d) One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: 3-2-3

- (e) One (1) copy to the Quality Assurance Representative;
To be confirmed at contract stage
- (f) One (1) copy to the Contractor; and
- (g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

7.10 Subcontractor(s)

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

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

7.11 Overshipment

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

7.12 Materials: Contractor Total Supply

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

7.13 Delivery

7.13.1 Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000. DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the items in quantities of up to maximum of 100 by package.

7.13.2 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at Contractor's facility Incoterms 2000._____ The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

-
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

.7.13.3 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Insert the following when the Contractor is located in the United States (U.S.):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
OR
 - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:
Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613046
E-mail: CFSUEDetUKMovements@forces.gc.ca
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.
Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).
OR
 - c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:
Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304
Facsimile: +49-(0)-2203-908-2746
Email: ILEA@forces.gc.ca
Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).
OR

-
- d. Insert the following for U.S. Foreign Military Sales (FMS):
Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca
Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- the Contract number;
 - consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - description of each item;
 - the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - actual weight and dimensions of each piece type, including gross weight;
 - copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form C11 Canada Customs Invoice (PDF 429KB) - ([Help on File Formats](#));
 - Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

7.14 INSPECTIONS/TESTS

The Contractor is responsible for performing or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the contract requirements.

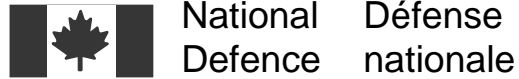
The Contractor must provide, at no additional cost to the price of the contract, all applicable test data, all contractor technical data, test pieces and samples as may reasonably be required by the Technical Authority and QAR to verify conformance to contract requirements. The Contractor must forward at his expense such technical data, test data, tests pieces and samples to the Technical Authority.

Quality Control, inspection and tests records that substantiate conformance to the specified requirements, including records of corrective actions, must be made available to the QAR and TA upon request.

7.15 PRE-PRODUCTION SAMPLE

1. The Contractor must provide a pre-production sample of male size medium, to the Technical Authority for acceptance within 30 calendar days from date of contract award.
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production sample within 15 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample(s) submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production samples, the Contractor must provide a copy of the Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production samples submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.

10. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production sample(s) must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

STATEMENT OF WORK Annex A



CONCEALABLE BODY ARMOUR

OPI :
BPR: DAPES

DSSPM

Canada

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© Sa Majesté la Reine du chef du Canada représentée par le ministre de la Défense nationale

STATEMENT OF WORK

1.0 SCOPE

1.1 Introduction. This Statement of Work (SOW) defines the procurement of Concealable Body Armour to be used by the Department of National Defence (DND).

1.2 Background. Multiple user groups within the Canadian Armed Forces operate in functions or operational settings where the wearing of civilian clothing is proscribed. Members therefore require bullet resistant protection that is worn in a covert manner.

1.3 Objective. To procure Concealable Body Armour (CBA).

2.0 ACRONYMS

Acronym	Definition
CBA	Concealable Body Armour
DND	Department of National Defence
NIJ	National Institute of Justice
NSN	NATO Stock Number

3.0 DOCUMENTS

The following documentation is relevant to the performance of the work called up in this SOW:

CAN/CGSB-86.1-M91 Care Labelling of Textiles
NIJ Standard 0101.06 Ballistic Resistance of Body Armor

4.0 REQUIREMENTS

4.1 SCOPE OF WORK. The Contractor must provide CBA vests that meet the requirements defined in section 4.2 to 4.11 and in the quantities defined in section 5.0.

4.2 CONTRACTOR REQUIREMENTS.

- a. The Contractor must provide concealable body armour vests that are of commercial off the shelf design.
- b. The Contractor must provide vests in standard sizes in accordance with Contractor's sizing methodology with a minimum of five (5) standard sizes.
- c. The Contractor must provide a size chart showing corresponding chest breadth range and torso lengths to each size designation.
- d. The Contractor must provide male custom sizes as requested, using a contractor supplied size sheet to capture measurements, within 30 working days of receipt.
- e. The Contractor must provide female custom sizes as requested, using a contractor supplied size sheet to capture measurements, within 30 working days of receipt.
- f. The Contractor must provide a complete vest with ballistic panels inserted in the carriers.

4.3 CARRIER REQUIREMENTS

- a. The carrier must be light tan or beige in colour.
- b. The carrier must be a concealable style with low profile straps and fasteners.
- c. The carrier must have tails on front and rear carrier with cut-out on front carrier tail.
- d. The carrier straps must not be detachable from rear carrier.
- e. The carrier must be constructed of poly-cotton material.
- f. The front carrier must have a minimum 5"x7", maximum 5" x 8" plate pocket located on the inner surface of the carrier.
- g. The carrier must not have any company markings or logos on the outside.

4.4 BALLISTIC PANEL REQUIREMENTS

- a. The ballistic panels must be a National Institute of Justice certified model to NIJ 0101.06 Level IIIA.
- b. The front and rear ballistic panels must each have an aerial density of 1.0 lb per square foot or less.
- c. The front and rear ballistic panels must each be a maximum of 0.28 inches thick.
- d. The ballistic panels must be comprised of woven Aramid, high performance polyethylene fibre or a combination of either.
- e. The ballistic panels must have no "quilting" of the panels although "tacking" may be required to hold the woven panels together and prevent material shifting.
- f. The ballistic panels must be of uniform size, consistency and construction and layer count throughout.

4.5 INTERGRATED LOGISTICS SUPPORT.

4.5.1 Codification - The Contractor must provide within 10 days of contract award, a list on company letterhead of all Contractor part numbers for each size including a part number for custom size male and custom size female, to aid in the cataloguing process.

DND will provide the NATO Stock Numbers (NSNs), prior to the first delivery, which must appear on the carrier label and all packaging of vests.

4.5.2 User Manual – The Contractor must provide a hard copy User Manual with each vest in English and French, which identifies at a minimum:

- a. Donning and doffing instruction;
- b. Removal and insertion of ballistic panel instructions;
- c. Washing instructions;
- d. Size chart and information on fit and adjustability of sizing.

4.6 LABELING

4.6.1 Carrier

- a. The front and rear carriers must have a white label with black font indicating the following information, in English and French:
 - i. Contract number;
 - ii. Concealable Body Armour;
 - iii. NATO Stock Number of the complete vest assembly by size;
 - iv. Vest size;
 - v. Washing symbols (per 4.6.2).
- b. Labels must be printed in indelible (permanent) black ink using a font size of a minimum of 3 mm and a maximum of 6 mm.

4.6.2 Washing symbols

The following care symbols, in accordance with CAN/CGSB-86.1-M91 must be included on the label:

- a. Paragraph 4.5.1 Washing Symbols – Symbol 2;
- b. Paragraph 4.5.2 Bleaching Symbols – Symbol 2;
- c. Paragraph 4.5.3 Drying Symbols – Symbol 1;
- d. Paragraph 4.5.4 Ironing/Pressing Symbols – Symbol 2; and
- e. Paragraph 4.5.5 Dry Cleaning Symbols – Symbol 2.

4.6.3 Ballistic Panels

- a. The ballistic panels must be labeled per the requirements of NIJ 0101.06;
- b. The panels must be labeled with the side facing the threat with the words "STRIKE FACE".

4.7 WARRANTY

The Contractor must provide a one year warranty on workmanship and five year warranty on ballistic fibre performance. Warranty period to begin at point of delivery.

4.8 LOT TRACEABILITY

The Contractor must maintain a vest serial number log in Contractor format recording the following information:

- a. Contractor assigned model number;
- b. Contractor assigned lot number;
- c. Contractor assigned serial number for each panel;
- d. Ballistic material supplier lot number(s) for each material used.

4.9 TEST REPORT

The Contractor must provide ballistic material test reports for each lot of ballistic material used to DND upon request.

4.10 DESIGN CHANGE NOTICE.

The Contractor must provide advance notice to DND of at least 6 months if a design change or obsolescence of a DND procured item is to occur.

4.11 CONSTRAINTS. None

5.0 **DELIVERABLES**

Contract End Item List	Quantity	SOW Reference
a. Concealable Body Armour	Per call-up	4.0
b. List on company letterhead of all Contractor part numbers for each size including custom size male and custom size female	1	4.5.1
c. Hard copy User Manual in English and French	1 per vest	4.5.2

ANNEX B

Basis of payment

Price Y 1 (12 months from issuance of Standing Offer)

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA, Transportation costs excluded Applicable Taxes extra
1	MP Concealable Body Armor (CBA with tan or beige carriers)	225	Each	\$ _____

First call-up Small – 29, Medium – 90, Large -68, XL – 25, XXL - 13

EXTENSION Y2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA, Transportation costs excluded Applicable Taxes extra
2	MP Concealable Body Armor (CBA with tan or beige carriers)	<u>125</u>	Each	\$ _____

EXTENSION Y3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA, Transportation costs excluded Applicable Taxes extra
3	MP Concealable Body Armor (CBA with tan or beige carriers)	<u>125</u>	Each	\$ _____

Prices year Y1 – 12 months from Issuance of Standing Offer
Price Extension Y2 – 13-24 months from Issuance of Standing Offer
Price Extension Y3 – 25-36 months from Issuance of Standing Offer
Price Extension Y4 – 37-48 months from Issuance of Standing Offer

For Extension Y4 , the Contractor agrees that he firm unit prices (increase/decrease) will be adjusted in accordance with Statistics Canada's average Consumer Price index (CPI) (all items) for municipalities in Canada for the municipality closest to the Contractor's facility. The adjustment will be made annually, based on the average of the CPI of the most recently reported twelve-month period using the firm unit prices of the previous year.



NOTICE

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ANNEX C TECHNICAL EVALUATION REQUIREMENTS GUIDANCE TO BIDDERS



CONCEALABLE BODY ARMOUR

OPI :
BPR: DAPES

DSSPM

Canada

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© Sa Majesté la Reine du chef du Canada représentée par le ministre de la Défense nationale

GUIDANCE TO BIDDERS
TECHNICAL REQUIREMENTS

1. General. Technical proposals must include any samples and documentation as requested in this Annex.

1.1 **Pre-Award Samples and Test Data.** The Bidder must provide the following samples and data with the bid submission as outlined below.

1.1.1 **Vest.** One (1) complete vest Male size Medium must be provided with the bid submission.

1.1.2. **User Manual.** The proposal must contain a draft User Manual per Annex A section 4.5.2

2. Definition.

2.1 **Deviation.** A deviation is defined a failure to meet an essential performance or design requirement outlined in Annex A.

2.2 **Infraction.** An infraction is defined as a workmanship or construction issue evaluated to directly affect the serviceability of the item.

2.3 **Observation.** An observation is defined as a workmanship or construction issue that does not necessarily affect serviceability of the item but affects overall quality assurance.

3. Non-Compliance criteria.

3.1 **Deviations.** Samples and documentation must have no deviations. Samples and documentation evaluated that contain a single deviation will be deemed non-compliant.

3.2 **Infraction.** A maximum of three (3) infraction will be accepted. Samples and documents evaluated to contain more than three (3) infractions will be deemed non-compliant. Infractions noted and referenced in the TECHNICAL EVALUATION REQUIREMENTS must be corrected at pre-production.

3.3 **Observation.** Observations will not impact compliance. However, observations noted and referenced must be corrected at pre-production. Workmanship or construction issues found with the submission not listed at Technical Evaluation will be deemed as an observation.

4. Evaluation methodology.

4.1 Bid submission will be evaluated against the criteria in this table. Bid responsiveness will be evaluated based on the classification of the infraction as per the non-compliance criteria. When documentation is requested to verify compliance, documents must be provided with bid submission.

SOW Section Reference	Mandatory Requirements	Compliance Evidence Required from Bidder	DND Evaluation Method	Classification of Infraction			Bidder's Compliance		DND remarks
				Deviation	Infraction	Observation	Met	Not Met	
4.2a	M1. The Contractor must provide concealable body armour vests that are of commercial off the shelf design.	TD	Product brochure/ specification sheet	X					
4.2c	M2. The Contractor must provide a size chart showing corresponding chest breadth range and torso lengths to each size designation.	TD	Size chart		X				
4.2d	M3. The Contractor must provide male custom sizes as requested, using a contractor supplied size sheet to capture measurements.	TD	Male sizing sheet		X				
4.2e	M4. The Contractor must provide female custom sizes as requested, using a contractor supplied size sheet to capture measurements.	TD	Female sizing sheet		X				
4.2f	M5. The Contractor must provide a complete vest with ballistic panels inserted in the carriers.	Sample	Visual Inspection	X					
4.3a	M6. The carrier must be light tan or beige in colour.	Sample	Visual Inspection	X					
4.3b	M7. The carrier must be a concealable style with low profile straps and fasteners.	Sample	Visual Inspection	X					

4.3c	M8. The carrier must have tails on front and rear carrier with cut-out on front carrier tail.	Sample	Visual Inspection	X					
4.3d	M9. The carrier straps must not be detachable from rear carrier.	Sample	Visual Inspection	X					
4.3e	M10. The carrier must be constructed of poly-cotton material.	TD	Material specification	X					
4.3f	M11. The front carrier must have a minimum 5"x7", maximum 5" x 8" plate pocket located on the inner surface of the carrier.	Sample	Measurement	X					
4.3g	M12. The carrier must not have any company markings or logos on the outside.	Sample	Visual Inspection		X				
4.4a	M13. The ballistic panels must be a National Institute of Justice certified model to 0101.06 Level IIIA.	TD	Certificate of compliance from NIJ for model submitted in bid	X					
4.4b	M14. The front and rear ballistic panels must have an aerial density of 1.0 lb per square foot or less.	TR	Test report from third party laboratory	X					
4.4c	M15. The front and rear ballistic panels must be a maximum of 0.28 inches thick.	TR	Test report from third party laboratory	X					
4.4d	M16. The ballistic panels must be comprised of woven Aramid, high performance polyethylene fibre or a combination of either.	TD	Material specifications for each material	X					
4.4e	M17. The ballistic panels must have no "quilting" of the panels although "tacking" may be required to hold the woven panels together and prevent material shifting.	Sample	Visual Inspection	X					

4.4f	M18. The ballistic panels must be of uniform size, consistency and construction and layer count throughout.	Sample	Visual Inspection		X				
4.6.1a	M19. The front and rear carriers must have a white label with black font indicating the following information, in English and French: i. Contract number; ii. Concealable Body Armour; iii. NATO Stock Number of the complete vest assembly by size; iv. Vest size; v. Washing symbols (per 4.6.2).	Sample	Visual Inspection		X				
4.6.1b	M20. Labels must be printed in indelible (permanent) black ink using a font size of a minimum of 3mm and a maximum of 6mm.	Sample	Visual Inspection			X			

4.6.2	M21. The following care symbols, in accordance with CAN/CGSB-86.1-M91 must be included on the label: f. Paragraph 4.5.1 Washing Symbols – Symbol 2; g. Paragraph 4.5.2 Bleaching Symbols – Symbol 2; h. Paragraph 4.5.3 Drying Symbols – Symbol 1; i. Paragraph 4.5.4 Ironing/Pressing Symbols – Symbol 2; and j. Paragraph 4.5.5 Dry Cleaning Symbols – Symbol 2.	Sample	Visual Inspection		X			
4.6.3a	M22. The ballistic panels must be labeled per the requirements of NIJ 0101.06.	Sample	Visual inspection	X				
4.6.3b	M23. The panels must be labeled with the side facing the threat with the words "STRIKE FACE".	Sample	Visual inspection		X			

NOTE:

- For each requirement where "Sample" is identified in the "Compliance Required" column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.
- For each requirement where "TR" (Test Report) is identified in the "Compliance Required" column, Bidders must provide detailed test reports as defined in Annex A Section 4.4 to confirm that the equipment offered fully complies with the mandatory requirement.
- For each requirement where "TD" (Technical Document) is identified in the "Compliance Required" column, Bidders must provide hard copy documentation to confirm compliance with the mandatory requirement. Technical documents can include marketing documents or a signed certificate of compliance
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Evaluation structure

M13 and M14 – Compliance will be evaluated by review of test report provided with bid submission.

M5 to M9, M11 to 12 and M17 to 23 – Compliance will be evaluated by visual inspection of bid samples.

M1 to M4, M10, M13 and M16 – Compliance will be evaluated by reviewing submitted document against stated criteria.

ANNEX “E” to PART 5 OF THE REQUEST FOR STANDING OFFERS
ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION

The Offeror certifies the following:

1. Child labour

The Offeror and its first-tier subcontractors do not employ child labour, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.

2. Forced labour

The Offeror and its first-tier subcontractors do not use forced labour or compulsory labour in all its forms, including trafficking in persons for the purpose of forced or compulsory labour, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.

3. Abuse and harassment

The Offeror and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.

4. Discrimination

The Offeror and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

5. Freedom of association and collective bargaining

Where provided for by law, the Offeror and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer.

No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Offeror and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.

6. Occupational safety and health

The Offeror and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.

7. Fair wages

The Offeror and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Offeror and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.

8. Hours of work

Except in extraordinary circumstances, the Offeror's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.