



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Bid Receiving – PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

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

<b>Title/Titre</b> Naval Boarding Party Soft Body Armour	<b>Solicitation No – N° de l'invitation</b> W8486-195648/A
<b>Date of Solicitation – Date de l'invitation</b> August 1 2019	
<b>Address Enquiries to – Adresser toutes questions à</b>  Gerard Brulé Gerard.Brule@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> 819 939 6374	<b>FAX No – N° de fax</b>
<b>Destination</b>  See herein	

#### Instructions:

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

<b>Solicitation Closes – L'invitation prend fin</b>
At – à : 14h00 EDT
On - le : September 5 2019

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Technical Evaluation Requirements, the Electronic Payment Instruments, the Non-Disclosure Agreement and any other annexes.

### 1.2 Summary

- 1.2.1 The Department of National Defence has a requirement to establish a National Individual Standing Offer to purchase Naval Boarding Party (NBP) Soft Body Armour (SBA). The Standing Offer will be for a three (3) year period for across Canada, with an initial Call-up for CFB Halifax and CFB Esquimalt.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is limited to Canadian goods and/or services.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2019/03/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

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

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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 Availability of Drawings**

Drawings are available upon request.

Offerors are to email their request for drawings to:

Contracting Authority, Email: [Kevin.Corcoran@forces.gc.ca](mailto:Kevin.Corcoran@forces.gc.ca) specifying the Solicitation File No.

Offerors are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before offer closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested Offerors as a Technical Data Package (TDP) under a separate cover.

**It should be noted that drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from the Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.**

In order to receive a TDP, the proposed Offeror must return a signed copy of Annex E to the Contracting Authority named in this Request for Standing Offer. It is to be duly signed by a Senior Representative of the company. The TDP will not be released to any Offeror without receipt of the Non-Disclosure Agreement. Offerors are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

## **2.6 Pre-Production Samples**

1. Pre-production Samples: After contract award, the successful Bidder will be required to provide 1 pre-production samples to the Technical Authority for acceptance within 30 calendar days from date of contract award.
2. If the first sample(s) are rejected, the successful Bidder will be required to submit the second sample(s) within 30 calendar days of notification of rejection from the Technical Authority.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Bidders may use Annex B - Basis of Payment to indicate their prices. If Bidders choose to use Annex B - Basis of Payment to indicate their prices, Bidders must include Annex B - Basis of Payment in their financial bid.

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

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

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

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial bid as follows:

Offerors must submit firm prices, Free Carrier at Contractor's shipping point Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Offerors must provide the address of the Contractor's shipping point at which the Requirement as noted in Annex A will be made available.

Bids must be submitted in Canadian dollars.

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

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D - Electronic Payment Instruments, to identify which ones are accepted.

If Annex D - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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.**

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) complete vest size Medium, 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 nonresponsive. 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



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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**

The price of the offer will be evaluated in Canadian dollars, Free Carrier (FCA) at Contractor's shipping point Incoterms 2010, Canadian customs duties and Applicable Taxes excluded, excise taxes included.

#### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

### **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. Unless specified otherwise, 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 Canadian Content Certification**

This procurement is limited to Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6(9), Example 2, of the Supply Manual.

**5.1.1.1** SACC Manual clause A3050T (2014/11/27), Canadian Content Definition

**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 - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer 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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

**PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

**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.

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### 7.3.1 General Conditions

2005 (2016/04/04), General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that Minister.

### 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 36 months from date of issuance of the Standing Offer.

#### 7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### 7.4.3 Shipping Instructions

1. Delivery will be FCA Free Carrier at Contractor's shipping \_\_\_\_\_ point Incoterms 2010. 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](mailto: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

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*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.

**OR (outside Canada)**

1. Delivery will be FCA Free Carrier at Contractor's shipping point Incoterms 2010. 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](mailto: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](mailto: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](mailto: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](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).  
OR

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- 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](mailto: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](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).
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 CI1 [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.

## 7.5. Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Gerard Brulé  
Title: Material Acquisition and Support Officer  
Department of National Defence  
DGLPEM

---

Director Land Procurement  
Address: 101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Telephone: 819-939-6374  
E-mail address: gerard.brule@forces.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.

### 7.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of National Defence  
DGLPEM  
Director Soldier Systems Program Management  
Address: 101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all 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 contract amendment issued by the Contracting Authority.

### 7.5.3 Offeror's Representative

The person responsible for:

#### General enquiries

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

#### Delivery follow-up

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

### 7.6 Identified Users

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The Identified User authorized to make call-ups against the Standing Offer is DND personnel within the Director of Land Procurement (DLP) 3.

### **7.7 Call-up Instrument**

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

### **7.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$ 300,000 (Applicable Taxes included).

### **7.9 Financial Limitation**

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### **7.10 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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;
- g) Technical Data Package;
- h) the Offeror's offer dated \_\_\_\_\_.

### **7.11 Certifications and Additional Information**

#### **7.11.1 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.

#### **7.11.2 SACC Manual Clauses**

M3060C (2008/05/12), Canadian Content Certification

### **7.12 Applicable Laws**

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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 \_\_\_\_\_.

### **7.13 Pre-Production Samples**

1. Pre-production Samples: The Contractor must provide 1 pre-production samples, accompanied by the sealed sample(s) if applicable, to the Technical Authority for acceptance within 30 calendar days from date of contract award.
2. If the first sample(s) are rejected, the Contractor must submit the second sample(s) within 30 calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the sample(s), and a copy of the inspection and test report(s), to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the sample(s) are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The sample(s) may not be required if the Contractor is currently in production. The request for waiver of sample(s) must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority. If the Technical Authority agrees to the Contractor's request, the Contracting Authority will issue an amendment to incorporate the waiving of this requirement in the Contract.



## **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, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **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(s), as specified in Annex B of the Standing Offer for a total cost of \$ \_\_\_\_\_ (amount determined in each Call-up). Customs duties are **included** and Applicable Taxes are extra.

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

#### **7.4.2 Multiple Payment**

*SACC Manual* Clause H1001C (2008/05/12), Multiple Payment

#### **7.4.3 Electronic Payment of Invoices – Call-up**

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

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## 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 Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer agreement for certification and Payment.
  - (b) One copy must be forwarded to the consignee.

## 7.6 Insurance

SACC Manual clause G1005C (2016/01/28), Insurance

## 7.7 SACC Manual Clauses

B7500C (2006/06/16), Excess Goods

## 7.8 Defence Contract

SACC Manual clause A9006C (2012/07/16), Defence Contract

## 7.9 Packaging Requirement

The Contractor must prepare item number(s) 1 to 6 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 item number(s) 1 to 6 in quantities of up to a maximum of 50 by package.

SACC Manual clause D2000C (2007/11/30), Markings

SACC Manual clause D2001C (2007/11/30), Labelling

SACC Manual clause D2025C (2017/08/17), Wood Packing Materials

## 7.10 Quality Assurance

SACC Manual clause D5540C (2019/05/30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

SACC Manual clause D5510C (2017/08/17), Quality Assurance Authority (Department of National Defence) **Canadian Based Contractor**

**OR**

SACC Manual clause D5515C (2010/01/11), Quality Assurance Authority (Department of National Defence) **Foreign Based Contractor**

SACC Manual clause D5606C (2017/11/28), Release Documents (Department of National Defence) **Canadian Based Contractor**

**OR**

SACC Manual clause D5605C (2010/01/11), Release Documents (Department of National Defence) **United States Based Contractor**

**OR**

**SACC Manual clause D5604C (2008/12/12), Release Documents (Department of National Defence)  
Foreign Based Contractor**

**7.11 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 Contracting Authority;
- d. One (1) copy to:

*National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: \_\_\_\_\_*

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor.



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**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 must continue to apply.

**ANNEX A STATEMENT OF WORK**



**NAVAL BOARDING PARTY  
SOFT BODY ARMOUR**

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OPI : DSSPM  
BPR: DAPES

**Canada** 

© Her majesty the Queen in Right of Canada as represented by the Minister of National Defence  
© Sa Majesté la Reine du chef du Canada représentée par le ministre de la Défense nationale

## STATEMENT OF WORK

### 1.0 SCOPE

#### 1.1 Purpose

1.1.1 The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by the Department of National Defence (DND) for the supply of items to meet the requirements for the acquisition and support of the Naval Boarding Party (NBP) Soft Body Armour Vest (SBA).

#### 1.2 Background

1.2.1 Naval Boarding Parties within the Canadian Armed Forces operate in functions for which there is a threat of hand gun fire. Currently there is insufficient stock of soft body armour to maintain fleet readiness and in-service vests do not have the pocket for hard armour plates.

#### 1.3 List of Acronyms and Abbreviations

Abbreviation	Description
DND	Department of National Defence
GFE	Government Furnished Equipment
NBP	Naval Boarding Party
NIJ	National Institute of Justice
SBA	Soft Body Armour – consists of front and rear outer carrier and front and rear soft ballistic inserts inserted into carriers
SOW	Statement of Work

---

## 2.0 APPLICABLE DOCUMENTS

### 2.1 References

2.1.1 The following references are provided with the Request for Proposal. Where mentioned, the following Standards must be used for the preparation of deliverables to the extent specified in this SOW:

#### 2.1.1.1 DND Patterns:

REFERENCE	PROMULGATION	REFERENCE TITLE
BVNBPM 15	March 2018	Ballistic Vest Naval Boarding Party, Male

#### 2.1.1.2 Other Standards and Publications

REFERENCE	PROMULGATION	REFERENCE TITLE
A-A-55126	21 December 2016	Commercial Item Description Fastener Tapes, Hook and Loop, Synthetic
A-A-59826	5 May 2016	Commercial Item Description Thread, Nylon
CAN/CGSB-54.1-2010	September 2010	Stiches and Seams Part 1: Textiles – Stitch Types – Classification and Terminology
CAN/CGSB-86.1	1 Dec 2003	Care Labelling of Textiles
DSSPM 2-2-80-223	15 Dec 2014	SPECIFICATION FOR CLOTH, NYLON, WATER RESISTANT, 92 g/m <sup>2</sup>
MIL-DTL-32439	19 Feb 2013	Detail Specification Cloth, Duck, Textured Nylon
NIJ Standard 0101.06	July 2008	Ballistic Resistance of Body Armor

### 2.2 Order of Precedence

2.2.1 In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW takes precedence.

## 3.0 GENERAL REQUIREMENTS

### 3.1 Scope of Work

3.1.1 The Contractor must supply the Naval Boarding Party Soft Body Armour Vest that meet all the requirements identified within this SOW.

## 3.2 Tasks

3.2.1 The Contractor must provide complete Soft Body Armour Vests consisting of front and rear carriers with soft ballistic panels manufactured in accordance with requirements stated below.

### 3.2.2 SBA Size Requirements

- a. The Contractor must provide complete SBA vests in five (5) sizes in accordance with DND pattern BVNBPM 15 and Appendix 1;
- b. The Contractor must provide male custom sizes as requested, using a contractor supplied size sheet to capture measurements;
- c. The Contractor must provide female custom sizes as requested, using a contractor supplied size sheet to capture measurements.

3.2.3 Carrier Requirements - The Contractor must manufacture front and rear carriers in accordance with the requirements below.

#### 3.2.3.1 Carrier Materials

- a. The carriers must be made of 500 denier coated nylon made to MIL-DTL-32439, Type III, Class 4, black in colour;
- b. The carrier hook and loop fasteners must be in accordance with A-A-55126 Type II, Class 1, black in colour;
- c. The carrier thread must be bonded nylon in accordance with A-A-59826, Type II, Class A, Tex 70, black in colour.

#### 3.2.3.2 Carrier Construction

- a. The Contractor must cut the carrier per the DND pattern BVNBPM 15. Patterns include seam allowance but do not include make-up allowance;
- b. The Contractor must be responsible for any changes which may be required for make-up allowance to suit the production methods, but the design, grade or requirements specified herein must not be changed;
- c. The carriers must have a 10"x 12" plate pocket on the front and rear of carrier per pattern;
- d. The carrier plate pockets must be 100% verified for fit. At contract award the DND Technical Authority will provide GFE to perform this inspection (NSN 8470-21-921-3264);
- e. The carrier pieces must be cut in the direction of the warp as shown on the pattern drawings;
- f. The carrier pieces for each vest must be cut from the same piece of shell material;
- g. The carrier seams must be a minimum of 3/8-inch to a maximum of 3/4-inch wide;
- h. The carrier stitches must be lockstitch type 301 in accordance with CAN/CGSB-54.1-2010;
- i. The carrier must have 8 to 10 stitches per inch in all seams;
- j. The carrier bartacks must be 3/8-inch long with not less than 15 cover stitches;
- k. The carrier exposed raw edges must be serged with not less than 10 stitches per inch;

- 
- I. The carriers must not have any company markings or logos on the outside of carrier.

### 3.2.4 Ballistic Panel Requirements - The Contractor must manufacture front and rear ballistic panels in accordance with the requirements below.

- a. The ballistic panels must be a National Institute of Justice 0101.06 certified Level IIIA model;
- b. The ballistic panels must be comprised of woven aramid, high performance polyethylene fibre or a combination of either;
- c. The front and rear ballistic panels must each have a maximum aerial density of 1.0 lb per square inch or less;
- d. The front and rear ballistic panels must each have a maximum thickness of 0.28 inches;
- 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;
- g. The ballistic panels must be enclosed in a sonic or heat sealed rip-stop 70 denier nylon pouch per DSSPM 2-2-80-223 Type 1;
- h. The insert pouch must have a means to secure it to the inside of the outer shell. A system such as hook and loop fasteners is considered acceptable.

### 3.2.5 Labelling

#### 3.2.5.1 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. Nomenclature;
  - iii. NATO Stock Number of the complete assembly by size (per appendix 1);
  - iv. Vest size;
  - v. Care symbols (per 3.2.5.2).
- b. Labels must be printed in indelible (permanent) black ink using a font size of a minimum of 3.2mm and a maximum of 6.4mm.

#### 3.2.5.2 Care symbols

The carrier labels must show the following care symbols, in accordance with CAN/CGSB-86.1:

- a. Washing Symbols – Symbol 10;
- b. Bleaching Symbols – Symbol 3;
- c. Drying Symbols – Symbol 3;
- d. Ironing/Pressing Symbols – Symbol 5;
- e. Dry Cleaning Symbols – Symbol 3.

#### 3.2.5.3 Ballistic Panels

The front and rear ballistic panels must be labeled per the requirements of NIJ0101.06.



### 3.2.6 Pre-production Sample

3.2.6.1 The Contractor must provide at the pre-production meeting the following:

- a. SBA vest male size medium, manufactured in accordance with this SOW;
- b. Draft user manual in English.

### 3.2.7 Integrated Logistic Support

#### 3.2.7.1 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. Carrier washing instructions;
- d. Ballistic insert cleaning instructions;
- e. Size chart and information on fit and adjustability of sizing;
- f. List of NSNs by size.

#### 3.2.7.2 Warranty

The Contractor must provide a one year warranty on workmanship and five (5) year warranty on ballistic fabric performance. Warranty period to begin at point of delivery.

#### 3.2.7.3 Test Report

- a. The Contractor must provide a test report for each lot of ballistic material used showing lot compliance to NIJ 0101.06 Level IIIA test requirements in the NIJ 0101.06 test report format.
- b. The Contractor must provide a test report for each lot of carrier fabric showing lot compliance to MIL-DTL-32439 Type III, Class 4.

#### 3.2.7.4 Codification

- a. 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.
- b. Canada will provide the NATO/National Stock Numbers (NSNs), prior to the first delivery.

#### 3.2.7.5 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 using form DND 672.

### 3.2.8 Meetings

3.2.8.1 DND will hold a Contract Award meeting within 10 calendar days of contract award date.

3.2.8.2 The meeting will be held at a DND facility in the National Capital Region or by conference call.

3.2.8.3 The Contractor must pay their own travel expenses.

3.2.8.4 The Contractor must hold a pre-production readiness meeting at the Contractor's location.

3.2.8.5 The Contractor must capture minutes of all meetings in Contractor's format.

3.2.8.6 Minutes must be provided to TA for review and approval within 15 calendar days of the meeting.

### 3.3 Support provided by Canada

3.3.1 Canada will provide hard armour verification guides as GFM, for use in performing 100% inspection of plate pockets.

## 4.0 ACCEPTANCE PROCESS AND CRITERIA

### 4.1 General

4.1.1 Acceptance ensures that each NBP SBA Vest has been produced and verified in accordance with all the requirements of the Contract.

### 4.2 Acceptance Inspection

4.2.1 The Contractor must make available for inspection and acceptance by Canada at the Contractor's facility each NBP SBA Vest.

4.2.2 The Contractor must prepare the release document in accordance with the Contract for each delivery of NBP SBA Vest stating that the Work is in accordance with Annex A and all its appendices.

## 5.0 DELIVERABLES

Contract End Item List	Quantity	SOW Reference	Deliverable to
a. Pre-production sample vest size medium	1	3.2; 3.2.6.1a	TA
b. Draft user manual	1	3.2.6.1b	TA
c. Soft Body Armour Vest	Per contract	3.2	Depot per contract
d. Ballistic material test report	1 per lot	3.2.7.3a	TA
e. Carrier material test report	1 per lot	3.2.7.3b	TA
f. Hard copy User Manual in English and French	1 per vest	3.2.7.1	Delivered with item c.

## Appendix 1 NATO Stock Numbers

### NATO Stock Number

### Size

*Male Vest*

TBD	Small	32 ½ - 36
TBD	Medium	36 ½ - 40
TBD	Large	40 ½ - 44
TBD	X-Large	44 ½ - 48
TBD	XX-LARGE	48 ½ - 52

**ANNEX B - BASIS OF PAYMENT**

**ANNEXE B – Base de paiement**

**Price Year 1 / Prix 1<sup>er</sup> Année**

Item/Articles	Description/Déscription	Estimated Quantity/Quantité estimé	Unit of Issue / Unité de distribution	Firm Unit Price, Transportation costs excluded, Applicable Taxes extra / Prix unitaire ferme, transportation, taxes applicables en sus
1	Naval Boarding Party Soft Body Armour	300	Each	\$ _____
2	Naval Boarding Party Soft Body Armour - Custom Size	0	Each	\$ _____

**Price Year 2 / Prix 2<sup>ème</sup> Année**

Item/Articles	Description/Déscription	Estimated Quantity/Quantité estimé	Unit of Issue / Unité de distribution	Firm Unit Price, Transportation costs excluded, Applicable Taxes extra / Prix unitaire ferme, transportation, taxes applicables en sus
3	Naval Boarding Party Soft Body Armour	95	Each	\$ _____
4	Naval Boarding Party Soft Body Armour - Custom Size	5	Each	\$ _____

**Price Year 3 / Prix 3<sup>ème</sup> Année**

Item/Articles	Description/Déscription	Estimated Quantity/Quantité estimé	Unit of Issue / Unité de distribution	Firm Unit Price, Transportation costs excluded, Applicable Taxes extra / Prix unitaire ferme, transportation, taxes applicables en sus
5	Naval Boarding Party Soft Body Armour	95	Each	\$ _____
6	Naval Boarding Party Soft Body Armour - Custom Size	5	Each	\$ _____

Price Year 1 - 12 months from issuance of the Standing Offer

Price Year 2 - 13 - 24 months from issuance of the Standing Offer

Price Year 3 - 25 - 36 months from issuance of the Standing Offer

Prix 1<sup>er</sup> Année – dans un délai de 12 mois de la date d'attribution de demande d'offres a commandes

Prix 2<sup>ème</sup> Année – dans un délai de 13-24 mois de la date d'attribution de demande d'offres a commandes

Prix 3<sup>ème</sup> Année – dans un délai de 25-36 mois de la date d'attribution de demande d'offres a commandes



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**ANNEX C  
TECHNICAL EVALUATION REQUIREMENTS  
GUIDANCE TO BIDDERS**



**NAVAL BOARDING PARTY SOFT BODY ARMOUR**

OPI : DSSPM  
BPR: DAPES

**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 3.2.7.1.

### **2. Evaluation methodology.**

2.1 Bid submission will be evaluated against the criteria in this table. Failure to meet any mandatories will result in the bid being non-responsive.

SOW Section Reference	Mandatory Requirements	Compliance Evidence Required from Bidder	DND Evaluation Method	Bidder's Compliance		DND remarks
				Met	Not Met	
3.2.3.1a	M1. The carriers must be made of 500 denier coated nylon made to MIL-DTL-32439, Type III, Class 4, black in colour.	TR	Review of test report to standard			
3.2.3.1b	M2. The carrier hook and loop fasteners must be in accordance with A-A-55126 Type II, Class 1, black in colour.	TD	Certificate of Conformance review			
3.2.3.1c	M3. The carrier thread must be bonded nylon in accordance with A-A-59826, Type II, Class A, Tex 70, black in colour.	TD	Certificate of Conformance review			
3.2.3.2a	M4. The Contractor must cut the carrier per the DND pattern BVNBPM 15.	Sample	Visual inspection			
3.2.3.2c	M5. The carriers must have a 10"x 12" plate pocket on the front and rear of carrier per pattern.	Sample	Visual inspection			
3.2.3.2d	M6. The carrier plate	Sample	Physical test			

	pockets must be 100% verified for fit.		with training plate 21-9213264			
3.2.3.2e	M7. The carrier pieces must be cut in the direction of the warp as shown on the pattern drawings.	Sample	Visual inspection			
3.2.3.2f	M8. The carrier pieces for each vest must be cut from the same piece of shell material.	Sample	Visual inspection			
3.2.3.2g	M9. The carrier seams must be a minimum of 3/8-inch to a maximum of 3/4-inch wide.	Sample	Visual inspection			
3.2.3.2h	M10. The carrier stitches must be lockstitch type 301 in accordance with CAN/CGSB-54.1-2010.	Sample	Visual inspection			
3.2.3.2i	M11. The carrier must have 8 to 10 stitches per inch in all seams.	Sample	Visual inspection			
3.2.3.2j	M12. The carrier bartacks must be 3/8-inch long with not less than 15 cover stitches.	Sample	Visual inspection			
3.2.3.k	M13. The carrier exposed raw edges must be serged with not less than 10 stitches per inch.	Sample	Visual inspection			
3.2.3.2l	M14. The carriers must not have any company markings or logos on the outside of carrier.	Sample	Visual inspection			
3.2.4a	M15. The ballistic panels must be a National Institute of Justice 0101.06 certified Level IIIA model.	TR	Review of test report to NIJ 0101.06 requirements			
3.2.4b	M16. The ballistic panels must be comprised of woven aramid, high performance polyethylene fibre or a combination of either.	TD	Material specification review			
3.2.4c	M17. The front and rear ballistic panels must each have a maximum aerial density of 1.0 lb per square inch or less.	TR	Test report review			
3.2.4d	M18. The front and rear ballistic panels must each	TR	Test report review			



	have a maximum thickness of 0.28 inches.					
3.2.4e	M19. 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			
3.2.4f	M20. The ballistic panels must be of uniform size, consistency and construction and layer count throughout.	Sample	Visual inspection			
3.2.4g	M21. The ballistic panels must be enclosed in a sonic or heat sealed rip-stop 70 denier nylon pouch per DSSPM 2-2-80-223 Type 1.	Sample/TD	Visual inspection/ Material specification review			
3.2.4h	M22. The insert pouch must have a means to secure it to the inside of the outer shell.	Sample	Visual inspection			
3.2.5.1a	M23. 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. Nomenclature; iii. NATO Stock Number of the complete assembly by size (per appendix 1); iv. Vest size; v. Washing symbols (per 3.2.5.2)	Sample	Visual inspection			
3.2.5.1b	M24. Labels must be printed in indelible (permanent) black ink using a font size of a minimum of 3.2mm and a maximum of 6.4mm.	Sample	Visual inspection			
3.2.5.2	M25. The carrier labels must show the following care symbols, in accordance with CAN/CGSB-86.1: a. Washing Symbols – Symbol 10; b. Bleaching Symbols –	Sample	Visual inspection			

	c. Symbol 3; Drying Symbols – Symbol 3; d. Ironing/Pressing Symbols – Symbol 5; Dry Cleaning Symbols – Symbol 3.					
3.2.5.3	M26. The front and rear ballistic panels must be labeled per the requirements of NIJ0101.06.	Sample	Visual inspection			

**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 from an accredited third party test laboratory 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 material specifications or a signed certificate of compliance.

**Evaluation structure**

M1, M15, M17, M18 Compliance will be evaluated by review of test report provided with bid submission.

M2, M3, M16, M21 Compliance will be evaluated by reviewing submitted document against stated criteria.

M4- M14, M19- M25 Compliance will be evaluated by visual inspection of bid samples.

**ANNEX D to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).

## ANNEX E

### NON-DISCLOSURE AGREEMENT

The Offeror hereby acknowledges that this technical data package contains Commercially Confidential information. Interested Offerors are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed Offeror hereby agrees:

- a. To maintain the confidentiality of this Technical Data Package (TDP);
- b. That that information contained within the TDP will not be copied, disclosed or provided to another party without the consent of Canada;
- c. To not use the Technical data except as may be necessary to carry out the work for Canada;
- d. To ensure that any prospective subcontractor is subject to the same Conditions;
- e. Return the TDP to the Contracting Authority prior to Offer closure for this solicitation if no Offer is made; and
- f. Return the TDP to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

#### Certification of a senior official:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Date: \_\_\_\_\_