

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

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

**11 Laurier St./ 11, rue Laurier**

### Place du Portage, Phase III

## Core 0B2 / Noyau 0B2

**Gatineau, Québec K1A 0S5**

**Bid Fax: (819) 997-9776**

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

## National Master Standing Offer (NMSO)

## Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles

L'Esplanade Laurier,

East Tower 7th Floor

Tour est 7e étage

140 O'Connor, rue O'Connor,

Ottawa

Ontario

K1 A 0R5

<b>Title - Sujet</b> Scenario Based Training(SBT)Helmets	
<b>Solicitation No. - N° de l'invitation</b> E60PR-19SBTH/A	<b>Date</b> 2019-10-01
<b>Client Reference No. - N° de référence du client</b> E60PR-19SBTH	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PR-760-77815
<b>File No. - N° de dossier</b> pr760.E60PR-19SBTH	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-11-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Richard, Josette	<b>Buyer Id - Id de l'acheteur</b> pr760
<b>Telephone No. - N° de téléphone</b> (613)462-4128 ( )	<b>FAX No. - N° de FAX</b> (613)943-7970
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## DEFINITIONS

In this Request for Standing Offer, unless the context otherwise requires.

### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

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## Part 1 – General Information

### Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

#### 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Purchase Description, the Evaluation Grids, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other appendices.

## 1.2 Summary

Canada has a requirement to put in place a National Master Standing Offer (NMSO) for the supply of Scenario Based Training (SBT) Helmets.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Province of Manitoba
- Province of Ontario

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided in Part 7, Section 7.6 – Authorized Users.

The Royal Canadian Mounted Police (RCMP) has a requirement for a Scenario Based Training Helmet (SBT), and its associated components. The SBT Helmet is a piece of personal protective equipment used to protect RCMP Members from projectiles that may inadvertently impact the head and neck during law enforcement scenario based training.

The helmet and its components may be purchased as a kit, or individual. Refer to Annex "A" – Statement of Requirement and Basis of Payment.

This procurement is subject to the Canadian Free Trade Agreement (CFTA).

The Standing Offer will be valid for a period of three (3) years from the date of issuance with the option to extend for two (2) additional one (1) year periods.

This requirement is subject to a preference for Canadian goods.

The Request for Standing Offer (RFSO) is to establish a NMSO for the requirement detailed in the RFSO, for the Identified Users from the RCMP across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

This procurement may be subject to the Nunavut Land Claims Agreement, Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kluane First Nation, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement, Nisga'a Final Agreement, Tsawwassen First Nation Final Agreement, James Bay and Northern Quebec Agreement, Northeastern Quebec Agreement, Nunavik Inuit Land Claims Agreement, Eeyou Marine Region Land Claims Agreement, Labrador Inuit Land Claims Agreement.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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.

### 1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

### 1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”)

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

Delete: 60 days

Insert: 180 days

The 2006 standard instructions is amended as follows:

A) section 05, entitled Submission of offers, is amended as follows:

- Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17."
- Paragraph 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFSO or, to the specified address in the RFSO, as applicable."
- paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"

B) section 06, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07. For late offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers received electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect."

C) section 07, entitled Delayed offers, is amended as follows:

- subsection 1 is deleted and replaced as follows:

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- i. a CPC cancellation date stamp;
- ii. a CPC Priority Courier bill of lading;
- iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent before the RFSO closing date.

- b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.

D) section 08, Transmission by facsimile, is deleted entirely and replaced with the following:

Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
  - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
  - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;

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- iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of an offer; or
    - vii. security of offer data.
  - c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.
2. epost Connect
- a. Unless specified otherwise in the RFSO, offers may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):
    - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca), or if applicable, the email address identified in the RFSO.
    - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to the RFSOs issued by PWGSC regional offices is identified in the RFSO.
  - b. To submit an offer using epost Connect service, the Offeror must either:
    - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the epost Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.

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- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
  - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

## 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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

## **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](mailto: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**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submit its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.
- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
  - Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

**Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.2.1 Mandatory Technical Criteria)

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex "A", Section A.3 Basis of Payment.

### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix "1" Electronic Payment Instruments, to identify which ones are accepted.

If Appendix "1" 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 and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- a. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.
- c. The evaluation team will determine if there are two or more offers with a valid Canadian content certification with the offers coming from two or more offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by offerors, that there are no longer two or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer.
- d. Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-

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RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (b) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (c) PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

**4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose

Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in

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circumstances and on terms expressly provided for in the CAR.

- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance.
- (e) Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (f) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (g) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (h) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### 4.1.2 Mandatory Technical Evaluation

The evaluation of the mandatory technical criteria will be conducted in (2) stages:

- (i) Stage 1: Mandatory Technical Evaluation of the Pre-Award Samples and Supporting Documentation (Refer to Annex C and all those mandatory criteria that are not being evaluated by the User Trial)
- (ii) Stage 2: Mandatory Performance Evaluation of the End User Trial Samples (Refer to Annex C and all those mandatory criteria that are being evaluated by the User Trial)

Offerors who submit pre-award sample(s) and supporting documentation for Stage 1 – Mandatory Technical Evaluation, and are found to have met all those mandatory criteria that are not being evaluated by the User Trial, will advance to Stage 2 – Mandatory Performance Evaluation of the End User Trial Samples.

Any offeror whose pre-award samples and supporting documentation are rejected at Stage 1 – Mandatory Technical Evaluation will have their Stage 2 – End User Trial Sample(s) returned to them.

##### 4.1.2.1 Mandatory Technical Criteria

The Phased Bid Compliance Process (PBCP) will apply only to:

- 1) The submission of the Pre-Award Samples (PAS);
- 2) The submission of the End User Trial Samples;
- 3) The submission of the test reports;
- 4) The submission of the general information (provision of a list of available parts and accessories);
- 5) The submission and evaluation of the Instructions provided with the Pre-Award Samples;
- 6) The submission and evaluation of the Certificates of Compliance and;
- 7) The submission and evaluation of all required Letters of Attestation and Material Data Sheets.

The evaluation of the Pre-Award Samples, test reports and End User Trial Samples will not be subject to the Phased Bid Compliance Process. Therefore, rejection of one or more Pre-Award Samples, test reports, or End User Trial Samples will automatically result in the offer being declared non-responsive.

##### 4.1.2.1.1 General Information

Offerors must provide a complete list of parts and accessories that are available for the Scenario Based Training (SBT) Helmet.

#### 4.1.2.1.2 PRE-AWARD SAMPLES AND SUPPORTING DOCUMENTATION

##### A) PRE-AWARD SAMPLES

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample of each of the following item(s) along with Certificates of Compliance, Test Reports, Letters of Attestation and Material Data Sheets must be included with the offer.

ITEM	QUANTITY
1. Scenario Based Training (SBT) Helmet  Note: Instructions must be provided with the Pre-Award Sample as per para 6.1.5 and 6.1.5.1 of the Purchase Description	If the Offeror is submitting a one-size-fits-all helmet with adjustability:  (1) Scenario Based Training (SBT) Helmet is required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.
	If the Offeror is submitting a size range of helmets:  (1) Scenario Based Training (SBT) Helmet in each size, up to a maximum of (3) sizes, is required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.

*Reference: RCMP Purchase Description PD-PE-115 dated 2019- 01-07.*

- i) The samples must be properly identified with the size (if multiple sizes are submitted).
- ii) The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the offer submitted.
- iii) The pre-award samples will be evaluated for quality of workmanship and conformance to specific materials and measurements. Minor observations will not be a reason to reject the sample unless, in the opinion of the technical evaluator, they are considered to render the item unserviceable. However, only one deviation will result in the offer being declared non-responsive.

##### B) CERTIFICATES OF COMPLIANCE

The Certificates of Compliance (as defined hereunder) are required with the pre-award samples. They must be dated within 18 months of the solicitation posting date. The following certificates are required:

1. Foam, Paragraph 5.4.6 of the Purchase Description;
2. Anti-fungal and Anti-microbial (if applicable), Paragraph 6.4.4 b) of the Purchase Description;
3. Field of view, Table II, requirement 1 of the Purchase Description; and
4. Optical Requirements, Table II, requirement 2 of the Purchase Description.

*Reference RCMP Purchase Description PD-PE-115 dated 2019-01-07.*

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## **CERTIFICATE OF COMPLIANCE – DEFINITION**

- i. A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. In-house testing is acceptable to show compliance. Copying the specification word for word is not acceptable.
- ii. A separate certificate of compliance is required for each individual component or requirement. Multiple components supplied by the same component manufacturer may be submitted on one certificate of compliance as long as the paragraph numbers and components are clearly identified. With this document, the Bidder certifies that the product for which the certificate of compliance is issued is the same product used in the bid submission, or in the pre-award samples or in the pre-production samples, or in the production units as applicable.
- iii. The Bidder is to note that copies of invoices, purchase orders, packing slips and certificates of compliance for products or components that are not manufactured by the certifier are not suitable for use as a certificate of compliance.
- iv. Original Version: The RCMP reserves the right to request the original version of any Certificate of Compliance provided by the Bidder. The Bidder will have three (3) calendar days upon written notice from the Contracting Authority to provide the original Certificate(s) of Compliance. Failure to provide the original Certificate(s) of Compliance within that timeframe may result in the bid being declared non-responsive.

## **C) TEST REPORTS**

The Test Reports (as defined hereunder) are required with the pre-award samples and must be dated within 12 months of the solicitation posting date. All tests must be performed on the same material within a two (2) week period. The following test reports are required:

1. Protection Against High-Speed Particles, Table I #1 of the Purchase Description;
2. Lens Retention Test, Table 1 #2 of the Purchase Description;
3. Protective (Hard) Surfaces Impact Test, Table 1 #2 of the Purchase Description; and
4. Lens Abrasion, Table II #3 of the Purchase Description.

*Reference RCMP Purchase Description PD-PE-115 dated 2019-01-07.*

## **TEST REPORTS – DEFINITION**

Test report documents signed and dated by an independent, third-party accredited laboratory acceptable to the RCMP shall include the test method, test conditions and test results performed to verify requirements as specified in this specification. Testing for each table shall be performed in its entirety on the same garment and/or piece of material to adhere to all specified test methods and conditions.

## **Test Reports – Waivers and Substitutions**

Waivers and substitutions to RCMP Purchase Description PD-PE-115 dated 2019-01-07.

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Laboratory Test Waiver(s):

If the item submitted has previously been certified EN166:2001 with testing for Protection Against High-Speed Particles to Medium Energy Impact (B), the Test Report for Table I #1 is waived. Offerors must submit the EN166:2001 certification with test reports for Protection against High-Speed Particles to Medium Energy Impact (B).

**D) LETTERS OF ATTESTATION**

Letters of attestation for the following items are also required with the pre-award samples:

1. Field of View, Table II #1 of the Purchase Description;
2. Coverage, Table II #2 of the Purchase Description;
3. Metal Corrosion, Paragraph 6.4.1 of the Purchase Description;
4. Statement of Warranty, Paragraph 6.1.3 of the Purchase Description;
5. Replacement with Approved Parts, Paragraph 6.1.4 of the Purchase Description;
6. Ozone Cleaning and No Specialized Facilities, Paragraph 6.2.3.4 of the Purchase Description;
7. Storage Bag, Paragraph 6.3.7 of the Purchase Description;
8. Colorfastness, Paragraph 6.4.2 of the Purchase Description; and
9. Anti-fungal and Anti-microbial, Paragraph 6.4.4 a) of the Purchase Description.

*Reference: RCMP Purchase Description PD-PE-115 dated 2019- 01-07.*

**LETTERS OF ATTESTATION – DEFINITION**

A letter of attestation is a letter by the manufacturer certifying that a production method or component meets the requirements of the specification. The letter of attestation must contain information relevant to the characteristics of the material and or construction including: warranty and performance.

**E) MATERIAL DATA SHEETS**

Material data sheets for the following item(s) are also required with the pre-award samples:

1. Foam (if applicable), para. 5.4.6

*Reference: RCMP Purchase Description PD-PE-115 dated 2019- 01-07.*

**MATERIAL DATA SHEETS – DEFINITION**

A material data sheet is a document that describes the composition and properties of the specified component. The material data sheet must contain information relevant to the characteristics of the material including: construction, fibre content, thickness, and model number.

**F) SUBMISSION OF PRE-AWARD SAMPLES AND SUPPORTING DOCUMENTATION**

- i. The Offeror must submit the pre-award samples, certificates of compliance, test reports letters of attestation and material data sheet(s) with their offer, at no charge to Canada.
- ii. Failure to submit the required pre-award samples, certificates of compliance, test reports, letters of attestation and material data sheets with the offer will result in the offer being declared non-responsive. The samples, certificates of compliance, test reports, letters of attestation and material data sheet(s) submitted by the Offeror will remain the property of Canada.

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- iii. Rejection of the pre-award samples, certificates of compliance, test reports, letters of attestation and material data sheet(s) will result in the offer being declared non-responsive.
  - iv. The requirement for pre-award samples, certificates of compliance, test reports, letters of attestation and material data sheet(s) will not relieve the successful Offeror from submitting samples, certificates test reports, letters of attestation and data sheets as required by the contract terms or from strictly adhering to the technical requirements of this Request for Standing Offer and any resultant contract.

#### 4.1.2.1.3 END USER TRIAL EVALUATION SAMPLES

As a part of the technical evaluation, Offeror's must provide the following End User Trial Samples to Canada. The End User Trial Samples must be submitted with the offer.

ITEM	QUANTITY
1. Scenario Based Training (SBT) Helmet	<p>If the Offeror is submitting a one-size-fits-all helmet with adjustability:</p> <p>(2) Scenario Based Training (SBT) Helmets are required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.</p> <p>If the Offeror is submitting a size range of helmets:</p> <p>(2) Scenario Based Training (SBT) Helmets in each size, up to a maximum of (3) sizes, is required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.</p>
1. Lens Cleaning Disinfectant Wipes	30 single use wipes. (Sufficient quantity for a minimum 30 applications.)
2. Anti-Fog Treatment (Note to Offerors: Anti-Fog Treatment <u>is not</u> required if submitting a Scenario Based Training (SBT) Helmet that has a lens with built-in anti-fogging properties.	Sufficient quantity for 10 individuals to use based on manufacturer user instructions, over a (3) day period.

*Reference: RCMP Purchase Description PD-PE-115 dated 2019- 01-07.*

#### A) SUBMISSION OF END USER TRIAL EVALUATION SAMPLES

Offerors must ensure that the End User Trial Samples are manufactured in accordance with the technical requirements and are fully representative of the offer submitted. Rejection of the End User Trial Samples will result in the offer being declared non-responsive.

The Offeror must submit the required End User Trial Samples at no charge to Canada and must ensure that they are received with the offer at time and place of the Request for Standing Offer closing. Failure to submit the required End User Trial Samples within the specified time frame will result in the offer being declared non-responsive. The End User Trial Samples submitted by the Offeror will remain the property of Canada.

The End User Trial Samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

#### 4.1.3 Financial Evaluation

- a. The Offeror must submit firm unit price(s) in Canadian dollars, applicable taxes excluded, DDP (various locations across Canada) Incoterms 2000, transportation costs excluded, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit price(s) for items 1 through 4, items 6 through 9, items 11 through 14, items 16 through 19 and items 21 through 24, inclusively.
- c. Offerors must submit firm unit pricing for items 5, 10, 15, 20 and 25 only if the Scenario Based Training (SBT) Helmet being proposed does not have a lens with built in anti-fogging properties and requires a separate anti-fogging treatment.
- d. Offerors who are proposing a Scenario Based Training (SBT) Helmet Kit that includes a Helmet with a lens that has built-in anti-fogging properties, must submit pricing for Items 1(a), 6(a), 11(a), 16(a) and 21(a) only.
- e. Offerors who are proposing a Scenario Based Training (SBT) Helmet Kit that includes a Helmet with a lens that requires a separate anti-fogging treatment, must submit pricing for Items 1(b), 6(b), 11(b), 16(b) and 21(b) only.
- f. Offerors who are proposing a Scenario Based Training (SBT) Helmet with a lens that includes built-in anti-fogging properties are not required to submit pricing for Items 5, 10, 15, 20 and 25.
- g. Offerors must provide their proposed number of years of warranty for each applicable item found at Paragraph 7.19 of the Request for Standing Offer (RFSO). The number of years of warranty is required for the financial evaluation to determine a price per year of warranty for each of these items.

#### 4.2 Basis of Selection

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical criteria specified in Annex C of the bid solicitation; and
  - c. obtain the required minimum score as detailed in Appendix 1 of Annex C for the User Trial.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained (User Trial Score + Point-Rated Grid Score) / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%. The evaluated price will be the Price per Year of Warranty.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined

rating of technical merit and price will be recommended for award of a contract (1 contract only).

#### 4.2.1 Product Warranty - Basis of Selection:

- i. A Price per Year of Warranty will be calculated for each applicable item (Reference Article 7.19 of this Request for Standing Offer), with the understanding that there might be different warranty periods proposed for different items. For those items that do not require a warranty period, the proposed Firm Unit Price, multiplied by the estimated quantity, will be used for evaluation.
- ii. The Price per Year of Warranty for each applicable item and the Firm Unit Price(s) for any remaining items, will be added together to determine a total Price per Year of Warranty.
- iii. The total Price per Year of Warranty will be used at a 40% ratio for determining the price score.
- iv. The Warranty Period proposed for the Scenario Based Training (SBT) Helmet Kit, (Reference Article 7.19 of this Request for Standing Offer), must apply to the helmet and shroud only. Offerors must propose a Warranty Period separately for the Lens and for the Storage Bag.
- v. The Warranty Period, for each applicable item, must be a minimum of 1 year from the date of receipt by the RCMP to a maximum of 5 years. The Price per Year of Warranty for each applicable item will be calculated by taking the Offeror's Firm Unit Price and dividing it by the Offeror's proposed Warranty Period, for that item. The Offeror's Price per Year of Warranty will be rounded to 2 decimal places.

Example:

	Deliverables and Offeror's Proposed Pricing	Proposed Warranty Period	Calculation	Total Price per Year of Warranty
Offeror A	Item 1: 600 units at \$250/unit	5	$(\$250 / 5 \text{ year warranty}) = \$50.00$	\$145.00
	Item 2: 200 units at \$60/unit	3	$(\$60 / 3 \text{ year warranty}) = \$20.00$	
	Item 3: 50 units at \$75/unit	1	$(\$75 / 1 \text{ year warranty}) = \$75.00$	
Offeror B	Item 1: 600 units at \$230/unit	3	$(\$230 / 3 \text{ year warranty}) = \$76.67$	\$127.17
	Item 2: 200 units at \$75/unit	5	$(\$75 / 5 \text{ year warranty}) = \$15.00$	
	Item 3: 50 units at \$71/unit	2	$(\$71 / 2 \text{ year warranty}) = \$35.50$	
Offeror C	Item 1: 600 units at \$245/unit	4	$(\$245 / 4 \text{ year warranty}) = \$61.25$	\$110.65
	Item 2: 200 units at \$68/unit	2	$(\$68 / 2 \text{ year warranty}) = \$34.00$	
	Item 3: 50 units at \$77/unit	5	$(\$77 / 5 \text{ year warranty}) = \$15.40$	

In this example, Offeror C has the lowest total Price per Year of Warranty.

## 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 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

*SACC Manual* clause [A3050T](#) (2014/11/27) Canadian Content Definition

##### Canadian Content Certification

This procurement is subject to a preference for Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

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

The Bidder certifies that:

( ) the good(s) 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 Sample(s) and Production Certification**

The Offeror certifies that:

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

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Financial Capability

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

### 6.2 Insurance Requirements

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

- a) **Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions [2009 Standing Offers – Goods or Services – Authorized Users](#), section 01, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.
- b) **Other Interpretative Provisions,** unless otherwise indicated:
1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
  2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
  3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
  4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
  5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
  6. where a word is defined other forms of the word will have the corresponding meaning;
  7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
  8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and

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9. all dollar amounts refer to Canadian dollars.

## **Key Terms**

### **Definitions**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

#### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

#### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

#### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

#### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

## 7.1 Offer

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

## 7.2 Security Requirement

There is no security requirement applicable to the 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 full text in the document or in Annex "F".

### 7.3.1 General Conditions

[2009](#) (2018/07/16) General Conditions – Standing Offers – Goods or Services – Authorized Users apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:** Section 11 – Integrity Provisions

### 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 "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is up to 36 months after 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 by up to two (2) additional 12 month periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.4.3 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, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **7.5 Authorities**

#### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Josette Richard**

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

Telephone: 613-462-4128      Facsimile: 613-943-7970  
E-mail address: josette.richard@pwgsc-tpsgc.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 Contracting Authorities**

If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### 7.5.3 Technical Authority

The Technical Authority for the Standing Offer is:

#### Technical Authority Mailing/Shipping Address (RCMP)

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the 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.

### 7.5.4 Project Authority for the RCMP

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. *(to be advised at standing offer issuance):*

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.5 Requisition Authority for the RCMP

The Requisition Authority for the Standing Offer is *(to be advised at standing offer issuance):*

The Requisition Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Requisition Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Offeror may discuss administrative matters identified in the Standing Offer with the Requisition Authority however the Requisition 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.

### 7.5.6 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 Authorized Users

### **Federal Identified Users**

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

### **Federal Identified User – RCMP**

The Identified User(s) from the RCMP authorized to make call-ups against the Standing Offer are Divisional Law Enforcement Training/Block Training Units and RCMP Regional and Headquarters Procurement. Identified user(s) may be in a location(s) within Canada that are subject to Comprehensive Land Claims Agreements (CLCAs).

### **Provincial/Territorial Identified Users**

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer:

*(to be inserted at issuance of the Standing Offer)*

### **Disclosure of information – Optional Users**

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 7.7 Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## 7.8 Call-up Instrument

### 7.8.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter in to a Contract; and
  - acceptance of the terms and conditions of the Standing Offer.
  - confirmation that funds are available under section 32 of the Financial Administration Act
  - allows for collection of the data identified at Annex "E" – Standing Offer Reporting, Article B1, Collection of Data

### 7.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

### 7.9 Limitation of Call-ups

#### **Federal Identified User - RCMP**

Individual call-ups placed against the Standing Offer by Divisional Law Enforcement/Black Training Units must not exceed \$10,000.00 (Applicable Taxes included). Individual call-ups placed against the Standing Offer by RCMP Regional and Headquarters Procurement must not exceed \$400,000.00 (Applicable Taxes included). Identified user(s) may be in a location(s) within Canada that are subject to Comprehensive Land Claims Agreements (CLCAs).

#### **Other Federal Identified User**

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

#### **Provincial/Territorial Identified User**

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

### 7.10 Financial Limitation

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

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

## 7.11 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 [2009](#) (2018/07/16) - Standing Offers - Goods or Services – Authorized Users;
- d) the general conditions [2015A](#) (2018/07/16) - Authorized Users (Medium Complexity);
- e) Annex "A" – Statement of Requirement and Basis of Payment;
- f) Annex "B" – Purchase Description;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

[M3060C](#) 2008/05/12 Canadian Content Certification

## 7.13 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.

## 7.14 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.

## 7.15 Plant Closing

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

### Fiscal Year 2019-2020 (Year 1)

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

### Fiscal Year 2020-2021 (Year 2)

Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
Client Ref. No. - N° de réf. du client  
E60PR-19SBTH

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

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**Fiscal Year 2021-2022 (Year 3)**

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

**Fiscal Year 2022-2023 (Year 4)(extension)**

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

**Fiscal Year 2023-2024 (Year 5)(extension)**

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

**7.16 Plant Location**

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

**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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

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

## 7.18 Pre-Production Requirements

Unless a waiver is granted by the RCMP Technical Authority, the following pre-production requirements are required before the Offeror is permitted to fulfill any call-ups resulting from the Standing Offer. Requests for a waiver by the Offeror must be submitted in writing to the Standing Offer Authority. The waiving of the pre-production requirements will be at the sole discretion of the Technical Authority. The Technical Authority will provide notification of the waiver in writing to the Offeror and Standing Offer Authority.

### A) Pre-Production Samples

ITEM	QUANTITY
1. Scenario Based Training (SBT) Helmet	If the successful Offeror has proposed a one-size-fits-all helmet with adjustability:  (1) Scenario Based Training (SBT) Helmet is required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.
	If the successful Offeror has proposed a size range of helmets:  (1) Scenario Based Training (SBT) Helmet in each size, up to a maximum of (3) sizes, is required to meet the sizing requirements in para. 6.3.4 of the Purchase Description.

*Reference: RCMP Purchase Description PD-PE-115 dated 2019- 01-07.*

### B) Submission of Pre-Production Samples

1. The pre-production sample is due within 21 calendar days from date of Standing Offer issuance and must be submitted at no charge to Canada.
2. If the pre-production sample is rejected, the Offeror must submit a second pre-production sample within 21 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 Offeror can fulfil call-ups resulting from the Standing Offer and must proceed with production as per the call-up requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Offeror for failing to meet the Standing Offer requirements will be grounds for setting aside the Standing Offer.
5. The Offeror must carry out all required inspection and tests to verify conformance to the technical requirements of the Standing Offer and resulting call-ups.
6. The pre-production sample submitted by the Offeror will remain the property of Canada.

7. The Technical Authority will notify the Offeror, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Standing Offer Authority. The notice of the full acceptance or conditional acceptance does not relieve the Offeror from complying with all requirements and conditions of the Standing Offer and resulting call-ups.
8. The Offeror must not commence or continue with production of the items and must not make any deliveries against any resulting call-up until the Offeror 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 Offeror.

#### **7.19 Production Requirements**

1. If requested by the Technical Authority, the Offeror must submit one or more production samples at any time during the standing offer period and at no charge to Canada. This requirement will be done in writing by the RCMP Technical Authority.
2. Rejection by the Technical Authority of the production samples submitted by the Offeror for failing to meet the standing offer requirements will be grounds for setting aside the Standing Offer.
3. The samples submitted by the Offeror will remain the property of Canada

#### **7.20 Product Warranty**

##### **A) Scenario Based Training (SBT) Helmet Kit**

The Scenario Based Training (SBT) Helmet Kit (excluding the lens and the storage bag) must be warranted by the manufacturer as described in Paragraph 6.1.3 of Annex B – Purchase Description. It must be free from defects in materials and workmanship for a minimum one (1) year period from the date of receipt by the RCMP.

*The following clause is to be inserted at standing offer issuance, if applicable.*

In addition, the Scenario Based Training (SBT) Helmet Kit (excluding the lens and the storage bag) is warranted by the manufacturer and must be free from defects in materials and workmanship for a period of \_\_\_\_\_ (to be inserted at standing offer issuance) over and above the minimum one (1) year from the date of receipt by the RCMP.

The total warranty period is \_\_\_\_\_ (to be inserted at standing offer issuance) years.

##### **B) Replacement Lens**

Replacement Lenses must be warranted by the manufacturer to be free from defects in materials and workmanship for a minimum one (1) year period from receipt by the RCMP. If the lens has built-in anti-fogging properties, the lens must remain anti-fog for the length of the warranty.

The following clause is to be inserted at standing offer issuance, if applicable.  
In addition, replacement lenses are warranted by the manufacturer to be free from defects in materials and workmanship for a period of \_\_\_\_\_ (to be inserted at standing offer issuance) over and above the minimum one (1) year from the date of receipt by the RCMP. If the lens has built in anti-fogging properties, the lens must remain anti-fog for the length of the warranty.

The total warranty period is \_\_\_\_\_ (*to be inserted at standing offer issuance*) years.

### **C) Replacement Storage Bag**

Storage bags must be warranted by the manufacturer to be free from defects in materials and workmanship for a minimum one (1) year period from receipt by the RCMP.

*The following clause is to be inserted at standing offer issuance, if applicable.*

In addition, storage bags are warranted by the manufacturer to be free from defects in materials and workmanship for a period of \_\_\_\_\_ (*to be inserted at standing offer issuance*) over and above the minimum one (1) year from the date of receipt by the RCMP.

The total warranty period is \_\_\_\_\_ (*to be inserted at standing offer issuance*) years.

## **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.

#### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions [2015A](#) – Goods (Medium Complexity) – Authorized User as amended, section 01, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

## 7.2 Standard Clauses and Conditions

### 7.2.1 General Conditions

[2015A](#) (2018/07/16), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

**The following sections of 2015A apply to Federal Identified Users only:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

### 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 firm unit prices, as specified in Annex "A", Section A.3, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### 7.4.2 SACC Manual Clauses

<a href="#">C5201C</a>	2008/05/12	Prepaid Transportation Costs
<a href="#">H1001C</a>	2008/05/12	Multiple Payments

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

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

*(To be inserted at issuance of the Standing Offer).*

### 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.

### 7.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

### 7.7 SACC Manual Clauses

<a href="#">D2000C</a>	2007/11/30	Marking
<a href="#">D2025C</a>	2017/08/17	Wood Packaging Materials

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**7.8 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.

**7.9 Overshipment**

Overshipments will not be accepted unless prior approval is obtained from the Standing Offer Authority.

**7.10 Materials: Contractor Total Supply**

The Contractor will be responsible for obtaining all materials required in the manufacture of the item(s) specified.

**7.11 Delivery**

**7.11.1 Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the call-up document and delivered:

- (a) DDP Delivered Duty Paid (DDP) (various locations across Canada) Incoterms 2000 for shipments from a commercial contractor.

**7.11.2 Packaging**

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

**7.11.3 Rejected Goods**

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

**APPENDIX “1” to THE REQUEST FOR STANDING OFFERS (PART 3)  
ELECTRONIC PAYMENT INSTRUMENT(S)**

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)

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**APPENDIX "2" to THE REQUEST FOR STANDING OFFERS (PART 5)**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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

OR

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

## ANNEX "A" – STATEMENT OF REQUIREMENT AND BASIS OF PAYMENT

### A.1 TECHNICAL REQUIREMENT

The Contractor is required to provide Canada Scenario Based Training (SBT) Helmets and its associated components in accordance with the Purchase Description Doc. No. PD-PE-115 dated 2019-01-07, in Annex "B".

### A.2 DELIVERABLES

#### INITIAL STANDING OFFER PERIOD – YEAR 1 (within 12 months of standing offer issuance)

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
1(a).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes	738	KIT	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
1(b).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes 4) Anti-Fog Treatment  *Offerors must provide enough Anti-Fog treatment for daily use, (as per manufacturer instructions), to cover the warranty period of the lens.	738	KIT	\$ _____

Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
Client Ref. No. - N° de réf. du client  
E60PR-19SBTH

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
2.	<b>Replacement Lens</b>	200	EA	\$ _____
3.	<b>Helmet Storage Bag</b>	100	EA	\$ _____
4.	<b>Lens Cleaning Disinfectant Wipes</b>	9,760	EA	\$ _____
5.	<b>Anti-Fog Treatment</b>	32,600	EA	\$ _____

**INITIAL STANDING OFFER PERIOD – YEAR 2 (Within 13 to 24 months of standing offer issuance)**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
6(a).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes	738	KIT	\$ _____
6(b).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes 4) Anti-Fog Treatment  *Offerors must provide enough Anti-Fog treatment for daily use, (as per manufacturer instructions), to cover the warranty period of the lens.	738	KIT	\$ _____

Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
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pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
7.	<b>Replacement Lens</b>	200	EA	\$ _____
8.	<b>Helmet Storage Bag</b>	100	EA	\$ _____
9.	<b>Lens Cleaning Disinfectant Wipes</b>	9,760	EA	\$ _____
10.	<b>Anti-Fog Treatment</b>	32,600	EA	\$ _____

**INITIAL STANDING OFFER PERIOD – YEAR 3 (Within 25 to 36 months of standing offer issuance)**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
11(a).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes	738	KIT	\$ _____
11(b).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes 4) Anti-Fog Treatment  *Offerors must provide enough Anti-Fog treatment for daily use, (as per manufacturer instructions), to cover the warranty period of the lens.	738	KIT	\$ _____

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
12.	<b>Replacement Lens</b>	200	EA	\$ _____
13.	<b>Helmet Storage Bag</b>	100	EA	\$ _____
14.	<b>Lens Cleaning Disinfectant Wipes</b>	9,760	EA	\$ _____
15.	<b>Anti-Fog Treatment</b>	32,600	EA	\$ _____

**FIRST EXTENSION PERIOD – YEAR 4 (Within 37 to 48 months of standing offer issuance)**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
16(a).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens Cleaning Disinfectant Wipes	100	EA	\$ _____
16(b).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens cleaning Disinfectant Wipes 4) Anti-Fog Treatment  *Offerors must provide enough Anti-Fog treatment for daily use, (as per manufacturer instructions), to cover the warranty period of the lens.	100	EA	\$ _____

Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
Client Ref. No. - N° de réf. du client  
E60PR-19SBTH

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
17.	<b>Replacement Lens</b>	200	EA	\$ _____
18.	<b>Helmet Storage Bag</b>	100	EA	\$ _____
19.	<b>Lens cleaning Disinfectant Wipes</b>	9,760	EA	\$ _____
20.	<b>Anti-Fog Treatment</b>	32,600	EA	\$ _____

**SECOND EXTENSION PERIOD – YEAR 5 (Within 37 to 48 months of standing offer issuance)**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
21(a).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens cleaning Disinfectant Wipes	100	EA	\$ _____
21(b).	<b>Scenario Based Training Helmet Kit</b>  Includes: 1) Scenario Based Training (SBT) Helmet complete with lens and shroud 2) Helmet Storage Bag 3) Lens cleaning Disinfectant Wipes 4) Anti-Fog Treatment  *Offerors must provide enough Anti-Fog treatment for daily use, (as per manufacturer instructions), to cover the warranty period of the lens.	100	EA	\$ _____

Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
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pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price (CAD), DDP Destination Applicable Taxes extra
22.	Replacement Lens	200	EA	\$ _____
23.	Helmet Storage Bag	100	EA	\$ _____
24.	Lens cleaning Disinfectant Wipes	9,760	EA	\$ _____
25.	Anti-Fog Treatment	32,600	EA	\$ _____

Please note that the quantities listed in the table(s) above are estimates only and do not reflect a commitment on behalf of the Royal Canadian Mounted Police (RCMP) to purchase these quantities throughout the life of the Standing Offer.



Royal Canadian Mounted Police  
Gendarmerie royale du Canada

Doc. No: PD-PE-115  
Date: 2019/01/07

## Annex B

### Purchase Description

### SBT Helmet

This document has 11 pages  
including the drawings.

This document was created in  
English.

The document is available in  
English and French.

☒ English/Anglais

☐ Francais/French

Modifications		
Date	Para. No.	Description
2019-01-07		New Purchase Description

## 1 Document Scope

- 1.1 This purchase description governs the manufacture and inspection of the Scenario Based Training (SBT) Helmet. The specific items covered under this purchase description are as follows:
  - i. SBT Helmet
  - ii. SBT Helmet, Shroud
  - iii. SBT Helmet, Lens
  - iv. SBT Helmet, Storage Bag
  - v. SBT Helmet, Lens Cleaner
  - vi. SBT Helmet, Anti-fog treatment (if required)
- 1.2 This purchase description or other information issued in connection therewith may only be used for specific enquiries, solicitations, or orders placed on behalf of the Royal Canadian Mounted Police.
- 1.3 This purchase description supersedes all previous purchase descriptions for the RCMP SBT Helmet.
- 1.4 This purchase description has been translated into French from this original English language document.

## 2 Applicable Documents

- 2.1 The following publications are applicable to this purchase description.
- 2.2 **American National Standards Institute**  
ANSI/ISEA Z87.1-2015 American National Standard for Occupational and Educational Personal Eye and Face Protection Devices
- 2.3 **American Society for Testing and Materials**  
ASTM D1003-13 Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics  
ASTM D1044 Standard Test method for Resistance of Transparent Plastics to Surface Abrasion  
ASTM F1776-18 Standard Specification for Eye Protection Devices for Paintball Sports
- 2.4 **European Committee for Standardization**  
DS EN 166:2001 Personal eye protection – Specifications  
DS EN 168:201 Personal eye protection – Non-optical test methods

### 3 Definitions

- 3.1 In specifying the requirements, distinct terms are used. They are defined as follows:
- 3.1.1 **Mandatory Requirements** – A criterion that must be met to be in accordance with the technical requirement. The words “must” and “mandatory” indicate a mandatory requirement.
- 3.1.2 **Preferred Criterion** – A criterion with significant operational value. The words “should” or “preferred” indicate a preference. A preferred criterion is not mandatory.
- 3.1.3 **Optional Criterion** – A criterion that is permissive or discretionary. The word “may” indicates an option. An optional criterion is not mandatory.

### 4 Requirement

The SBT helmet must be provided as a package that includes the following items:

- a) Complete helmet with lens and shroud
- b) Helmet storage bag
- c) Lens cleaning agent
- d) Anti-fog treatment if required

Bidders must be able to provide each of the following items separately:

- a) Replacement lens
- b) Replacement storage bag
- c) Lens cleaning agent
- d) Anti-fog treatment if required

### 5 Intended Use

The Scenario Based Training (SBT) Helmet is a piece of personal protective equipment to protect Royal Canadian Mounted Police (RCMP) members from projectiles that may inadvertently impact the head and neck during law enforcement scenario based training. In this training, projectiles include marking cartridges and Conducted Energy Weapon (CEW) training cartridges. During training, participants undergo varying levels of physical exertion in both indoor and outdoor locations.

### 6 Technical Requirements

#### 6.1 General

- 6.1.1 **Workmanship** – The item covered by this purchase description must be free from material and manufacturing defects that may affect its safety, appearance, functionality, or serviceability. The SBT Helmet must not have sharp edges or projections that may cause discomfort or injury to the user.
- 6.1.2 **Durability** – The SBT Helmet must withstand the rigours of police scenario based training.

**6.1.3 Warranty** – The SBT Helmet must have a minimum 1 year (12 month) warranty against material defects and faulty workmanship under normal use. The warranty must cover the identified risks and projectile impacts. If the lens is inherently anti-fog with no additional treatment required prior to use, the lens must remain anti-fog for the length of the warranty. A 5 year (60 month) warranty is preferred. Normal use is defined as daily use 38 weeks per year. The warranty must allow use of all types of marking cartridges.

**6.1.4 Replaceability**

- a) The SBT Helmet must have a lens that can be easily replaced by RCMP personnel without return to the manufacturer. Replacement must be possible with commonly available tools that are not proprietary to the manufacturer. Other parts that may easily become detached or damaged, such as foam padding, must also be replaceable.
- b) Replacements done by RCMP personnel with manufacturer approved parts must not void the warranty. Any replacement parts must maintain the helmet's overall adherence to all technical requirements.

**6.1.5 Instruction and Marking**

Each SBT Helmet must come with instructions in both English and French. It is the responsibility of the manufacturer to verify the information outlined in the document and make changes if and when required.

**6.1.5.1 Instructions**

At a minimum, the manufacturer must provide a printed copy of the following information with each SBT Helmet, replacement lens, or other replacement part:

- a) Manufacturer information
- b) Model numbers of the SBT Helmet, replaceable lens, and other replaceable parts and accessories
- c) Instructions for storage, use, and maintenance
- d) Instructions for cleaning, disinfection, and ozone cleaning with a list of appropriate cleaning agents
- e) Description of recommended use, protection capabilities, and performance characteristics
- f) Instructions for fitting
- g) Description of when and under what conditions a helmet must be removed from use, including how many strikes or drops a helmet or lens can withstand before replacement
- h) The type of packaging suitable for transport
- i) A warning that materials in contact with the user's skin could cause allergic reactions in susceptible individuals
- j) A warning that damaged or scratched lenses must be replaced
- k) A warning that helmets worn over spectacles can transmit impacts

- l) Instructions for the removal and installation of replaceable parts and RCMP spectacles, if applicable

#### 6.1.5.2 **Marking**

At a minimum, the manufacturer must provide the following information on each SBT Helmet as a permanent label or marking:

- a) Size if multiple sizes are provided
- b) Manufacturer information
- c) Model number of the SBT Helmet
- d) Lot number and/or date of manufacture

### 6.2 **Operational Requirements**

#### 6.2.1 **Risks**

The SBT Helmet must protect against the following risks:

- 6.2.1.1 **Marking Cartridges** – Marking cartridges will be commercially available 9 mm marking cartridges with a maximum velocity of 150 m/s (492.13 fps) and weight of 0.5 g.

- 6.2.1.2 **Conducted Energy Weapon (CEW)** – Conducted Energy weapon training cartridges will be 6.35 mm (1/4 in.) long barbs and a maximum velocity of 48.8 m/s (160.1 fps) and weight of 3 g.

#### 6.2.2 **Protection**

- 6.2.2.1 **Impact** – The SBT Helmet must protect against the risks described in para. 6.2.1 and must meet the test requirements of Table I.

#### 6.2.3 **Performance**

##### 6.2.3.1 **Vision**

- a) When worn, the SBT Helmet must not interfere with the user's range of vision, including peripheral vision. The SBT Helmet should not impede the use and view of facial expressions.
- b) SBT Helmet lenses must not fog during continuous scenario based training. Typical scenario based training is less than 10 minutes in duration. Lenses must not fog for the duration of training whether anti-fogging properties are inherent or applied through a treatment. Lenses that require anti-fogging treatment before use will be treated according to manufacturer instructions prior to the start of the scenario based training. Anti-fog treatment must be compatible with lens coatings.
- c) Lenses must be plano, transparent, and without tints.
- d) The SBT Helmet lens must meet the requirements detailed in Table II.

6.2.3.2 **Speech and Hearing** – While wearing the SBT Helmet, users must be able to hear and be heard from a minimum distance of 9.14 m (30 ft) when loud conversational volume is used. There must be no significant difference in the user's hearing when the helmet is donned compared to when it is doffed. The SBT Helmet must not impede clear speech.

6.2.3.3 **Breathability** – Helmets must not hinder breathing. Moisture buildup and dampness caused by breath must be limited to prevent user discomfort.

6.2.3.4 **Cleaning**

- a) Cleaning of the helmets must require minimal disassembly. Cleaning must not require removal of the lens from the frame or disassembly of the helmet into more than 5 parts. Helmets which disassemble into 3 parts or less for cleaning are preferred.
- b) SBT Helmet parts must be easily cleaned with disinfectant wipes.
- c) Lens cleaner compatible with lens materials must be provided. The lens cleaner must be provided as pre-moistened wipes.
- d) Helmets must withstand commercially available ozone cleaning. Cleaning must be possible without specialized facilities such as laundering or dry cleaning.

6.2.3.5 **Equipment Integration**

- a) The helmet must accommodate the use of prescription spectacles up to the following dimensions:  
 Lens width 60 mm  
 Bridge size 24 mm  
 Temple length 150 mm  
 Lens (eye) height 52 mm

OR

The helmet must accommodate both RCMP respirator spectacles models MSA 454819 and Avon 70501-155.

- b) Spectacles must be accommodated without degrading helmet requirements including comfort and impact. The helmet must accommodate the spectacles so the angle of lenses do not cause significant distortion.
- c) The SBT Helmet material covering the cheeks must be sufficiently flexible for users to achieve a cheek weld on either side of the face for sighting with the service carbine.
- d) The SBT Helmet must minimally interfere with general duty clothing and equipment.

### 6.3 **Design**

6.3.1 **Parts** – A single-piece helmet is preferred. The helmet must not have more than two parts that are donned or doffed separately. Detachable parts that are removed only for maintenance will not be counted as separate parts.

6.3.2 **Colour** – The SBT Helmet must be black.

#### 6.3.3 **Coverage**

- a) The SBT Helmet must cover 360° of the user from the top of the head to the upper chest with no gaps. Upper chest coverage must extend down to the level of the neck bone at the back and to the top of the sternum at the front. There must be similar length coverage where shoulders and neck meet. While the helmet is donned, full visual of the wearer's eyes is required. Helmets which allow visual of the wearer's mouth are preferred.
- b) The SBT Helmet must provide solid coverage over the skull, eyes, ears, and face. Solid protection must be high-density, impact-resistant plastic. Other coverage must be solid or must be synthetic textile with appropriate performance characteristics to reduce penetration and impact from the risks of para. 6.2.1.
- c) The SBT Helmet must have a shroud of sufficient length to be tucked under shirt collars. Users must be able to tilt their heads backwards or forwards 45° and perform scenario based training without altering the level of coverage and without the helmet shroud becoming untucked.
- d) Ventilation must limit direct impact by marking cartridge fragments and must be no larger than 1.5 mm<sup>2</sup> unless covered by textile. Any single hard coverage gap covered by textile must not exceed 0.75 cm<sup>2</sup> in area.

#### 6.3.4 **Size and Adjustability**

- a) The SBT Helmet must come in a size range to comfortably fit heads with a circumference of 54–64 cm. A one-size-fits-all helmet with adjustability is preferred. SBT Helmets may be provided in a maximum of three separate sizes to meet the size range requirement. If more than one size is offered, a measurement chart and description must be provided.
- b) The SBT Helmet must be equipped with an adjustment system that allows the helmet to be fitted to the user. The adjustment system should include padding. The adjustment system must not unintentionally expand or contract when the helmet is worn. After adjustment, there must be no loose or hanging material.
- c) During movement, the helmet must not slide excessively, creating a loss of coverage or reduced vision for the user.

- d) The helmet must be easily donned or doffed with minimal readjustment. Adjustment by the user must be possible while the helmet is donned.

6.3.5 **Weight** – The SBT helmet, regardless of its size, must not exceed 1500 g in weight. The weight must include the shroud, lens, and adjustment system as worn.

6.3.6 **Overall Comfort** – The overall comfort will be determined by the combination of size, adjustability and weight.

6.3.7 **Storage Bag** – Each SBT Helmet must come with a drawstring bag to carry and store the helmet. The storage bag must cover the entirety of the SBT Helmet when closed. The bag must be made of a woven, lightweight (60 – 120 g/m<sup>2</sup>), breathable synthetic fabric. The bag must be machine washable and materials must not scratch, abrade or otherwise damage the SBT Helmet.

## 6.4 **Materials**

The SBT Helmet materials must meet the requirements of ASTM F2879-16 Sections 5.1.2., 5.1.3, 5.1.4.

6.4.1 **Corrosion** – If metal is used in the SBT Helmet, it must be corrosion resistant to the requirements of ANSI/ISEA Z87.1-2015 Section 5.2.3.

6.4.2 **Colorfastness** – Materials must be colourfast to moisture and perspiration and must leave no colour-residue after use.

6.4.3 **Foam** – If foam padding is used, it must be closed cell to prevent absorption. Foam must be free from substances that accelerate ageing or deterioration and must not contain natural rubber such as latex or styrene-butadiene rubber (SBR). Foam must not abrade or peel during use.

### 6.4.4 **Anti-microbial and Anti-fungal**

- a) SBT Helmet materials must be mildew-resistant for the warranted life of the helmet. Materials must be inherently mildew-resistant or must be treated with an anti-fungal that lasts the warranted life of the helmet.
- b) If textile or foam have anti-bacterial and anti-fungal protective properties, the anti-microbial product(s) must be acceptable for use on textile and foam substrates. The product(s) or active ingredient(s) used to impart the anti-microbial finish must have a Pest Control Product Registration Number that has been issued by the Pest Management Regulatory Agency of Health Canada or be an Environmental Protection Agency (EPA)-registered antimicrobial. If the active ingredients do not require a Pest Control Product Registration Number from the Pest Management Regulatory Agency of Health Canada or registration with EPA, they must be tested to show that they are safe for humans and pets (with no irritation to skin or eyes, no toxicity, and no skin sensitization) and the finished goods must not require special disposal instructions due to environmental issues.

**Table I**

## SBT Helmet Physical Protection Requirements

	Characteristic	Test Method	Requirement
1	Protection Against High-Speed Particles	EN 166:2001 Section 7.2.2 <b>only</b> . <u>Note</u> : Excludes referenced requirement for increased robustness (7.1.4.2) Excludes requirement for extreme temperature testing.	No defects reported when tested to Medium Energy Impact (B) (Table 7)
2	Lens Retention Test	ASTM F1776-18 Section 7.2.4  <u>Note</u> : Test 1 specimen at room temperature only	No evidence of failure
3	Protective (Hard) Surfaces Impact Test	ASTM F1776-18 Section 7.4  <u>Note</u> : Test 1 specimen at room temperature only  <u>Note</u> : Choose one location at the <u>back of the head coverage (helmet)</u> , mouth protection area, the ear location area, and, if applicable, directly on any exposed lens retention components.	No evidence of failure

**Table II**  
SBT Helmet Lens Requirements

	Characteristic	Test Method	Requirement	
1	Field of View	ASTM F1776-18 Section 4.1.1	Field of view equal to or exceeding:	
			Temporal Field	50°
			Nasal Field	30°
			Superior Field	30°
			Inferior Field	30°
2	Optical Requirements	ANSI/ISEA Z.87.1-2015 Sections 5.1.2-5.1.4	Luminous Transmittance	No less than 85%
			Haze	No more than 3%
			Refractive Power, Astigmatism, Resolving Power, Prism and Prism Imbalance	Meets requirements of ANSI/ISEA Z.87.1-2015 Tables I & II for spectacle reader
3	Abrasion	ASTM D1044-13 <b>AND</b> ASTM D1003-13	Haze after abrasion	No more than 10%

**Annex C**

**Evaluation Grid**

**SBT Helmet**

Bidder ID:
Company Name and Product:
Bid: <input type="checkbox"/> Responsive <input type="checkbox"/> Non-responsive
Comments:

### Stage 1: Technical Evaluation

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
4	<b>The SBT helmet must be provided as a package that includes the following items:</b> Complete helmet with lens and shroud	Visual	
	Helmet storage bag	Visual	
	Lens cleaning agent if required	Visual	
	Anti-fog treatment if required	Visual	
6.1.1	<b>Workmanship</b> The item covered by this purchase description must be free from material and manufacturing defects that may affect its safety, appearance, functionality, or serviceability. The SBT Helmet must not have defects such as sharp edges or projections that may cause discomfort or injury to the user.	Visual	
6.1.3	<b>Warranty</b> The SBT Helmet must have a minimum 1 year (12 month) warranty against material defects and faulty workmanship under normal use. The warranty must cover the identified risks and projectile impacts. If the lens is inherently anti-fog with no additional treatment required prior to use, the lens must remain anti-fog for the length of the warranty. A 5 year (60 month) warranty is preferred. Normal use is defined as daily use 38 weeks per year. The warranty must allow use of all types of marking cartridges.	Letter of Attestation with Statement of Warranty	
6.1.4	<b>Replaceability</b> The SBT Helmet must have a lens that can be easily replaced by RCMP personnel without return to the manufacturer. Replacement must be possible with commonly available tools that are not proprietary to the manufacturer.	Replacement performed by Technical Authority using manufacturer instructions per para. 5.1.6.1	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
	Other parts that may easily become detached or damaged, such as foam padding, must also be replaceable.	A parts list identifying all replaceable components must be provided.	
	Replacements done by RCMP personnel with manufacturer approved parts must not void the warranty. Any replacement parts must maintain the helmet's overall adherence to all technical requirements.	Letter of Attestation	
6.1.5	<b>Instruction and Marking</b> Each SBT Helmet must come with instructions in both English and French.	Visual	
6.1.5.1	<b>Instructions</b> At a minimum, the manufacturer must provide a printed copy of the following information with each SBT Helmet, replacement lens, or other replacement part: Manufacturer information	Visual	
	Model numbers of the SBT Helmet, replaceable lens, and other replaceable parts and accessories	Visual	
	Instructions for storage, use, and maintenance	Visual	
	Instructions for cleaning, disinfection, and ozone cleaning with a list of appropriate cleaning agents	Visual	
	Description of recommended use, protection capabilities, and performance characteristics	Visual	
	Instructions for fitting	Visual	
	Description of when and under what conditions a helmet must be removed from use, including how many strikes or drops a helmet or lens can withstand before replacement	Visual	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
	The type of packaging suitable for transport	Visual	
	A warning that materials in contact with the user's skin could cause allergic reactions in susceptible individuals	Visual	
	A warning that damaged or scratched lenses must be replaced	Visual	
	A warning that helmets worn over spectacles can transmit impacts	Visual	
	Instructions for the removal and installation of replaceable parts and RCMP spectacles, if applicable	Visual	
	<b>Marking</b> At a minimum, the manufacturer must provide the following information on each SBT Helmet as a permanent label or marking: Size if multiple sizes are provided Manufacturer information	Visual	
	Model number of the SBT Helmet	Visual	
	Lot number and/or date of manufacture	Visual	
	<b>Impact</b> The SBT Helmet must protect against the risks described in para. 6.2.1 and must meet the test requirements of Table I.	Test Report(s) – Table I	
6.2.3.1	<b>Lens</b> Lenses must be plano, transparent, and without tints.	Visual	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
	The SBT Helmet lens must meet the requirements detailed in Table II in Annex B	Test Report and C of C(s) Table II (Annex B)	
6.2.3.4	<b>Cleaning</b> Cleaning of the helmets must require minimal disassembly. Cleaning must not require removal of the lens from the frame or disassembly of the helmet into more than 5 parts. Helmets which disassemble into 3 parts or less for cleaning are preferred.	Cleaned by Technical Authority using manufacturer instructions per para. 5.1.6.1	
	If lenses cannot be cleaned with disinfectant wipes without damage to materials or coatings, lens cleaner compatible with lens materials must be provided. The lens cleaner must be provided as pre-moistened wipes.	Letter of Attestation – Compatibility with lens materials	
	Helmets must withstand commercially available ozone cleaning. Cleaning must be possible without specialized facilities such as laundering or dry cleaning.	Letter of Attestation	
6.2.3.5	<b>Equipment Integration</b> <ul style="list-style-type: none"> <li>The helmet must accommodate the use of prescription spectacles up to the following dimensions:  Lens width 60 mm  Bridge size 24 mm  Temple length 150 mm  Lens (eye) height 52 mm</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>The helmet must accommodate both RCMP respirator spectacles models MSA 454819 and Avon 70501-155.</li> </ul> Spectacles must be accommodated without degrading helmet requirements including comfort and impact.  The helmet must accommodate the spectacles so the angle of lenses do not cause significant distortion.	Physical Assessment by Technical Authority	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
6.3.1	<b>Parts</b> – A single-piece helmet is preferred. The helmet must not have more than two parts that are donned or doffed separately. Detachable parts that are removed only for maintenance will not be counted as separate parts.	Visual Point-Rated Grid Annex D	
6.3.2	<b>Colour</b> – The SBT Helmet must be black.	Visual	
6.3.3	<b>Coverage</b> The SBT Helmet must cover 360° of the user from the top of the head to the upper chest with no gaps. Upper chest coverage must extend down to the level of the neck bone at the back and to the top of the sternum at the front. There must be similar length coverage where shoulders and neck meet.	Visual	
	While the helmet is donned, full visual of the wearer's eyes is required. Helmets which allow visual of the wearer's mouth are preferred.	Visual Point-Rated Grid Annex D	
	The SBT Helmet must provide solid coverage over the skull, eyes, ears, and face.	Visual	
	Solid protection must be high-density, impact-resistant plastic.	Material Data Sheet for Plastic	
	Other coverage must be solid or must be synthetic textile with appropriate performance characteristics to reduce penetration and impact from the risks of para. 6.2.1.	Material Data Sheet for Textile if applicable	
6.3.4	Ventilation must limit direct impact by marking cartridge fragments and must be no larger than 1.5 mm <sup>2</sup> unless covered by textile. Any single hard coverage gap covered by textile must not exceed 0.75 cm <sup>2</sup> in area.	Physically measured with ruler by Technical Authority	
	The SBT Helmet must come in a size range to comfortably fit heads with a circumference of 54–64 cm.	Inner circumference of crown physically measured with tape by Technical Authority	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
	A one-size-fits-all helmet with adjustability is preferred. SBT Helmets may be provided in a maximum of three separate sizes to meet the size range requirement.	Visual Point-Rated Grid Annex D	
	If more than one size is offered, a measurement chart and description must be provided.	Visual	
	The SBT Helmet must be equipped with an adjustment system that allows the helmet to be fitted to the user.	Visual	
	After adjustment, there must be no loose or hanging material	Physical Assessment by Technical Authority	
6.3.5	<b>Weight</b> The SBT helmet, regardless of its size, must not exceed 1500 g in weight. The weight must include the shroud, lens, and adjustment system as worn.	Weighed by Technical Authority	
6.3.7	<b>Storage Bag</b> – Each SBT Helmet must come with a drawstring bag to carry and store the helmet. The storage bag must cover the entirety of the SBT Helmet when closed.	Visual	
	The bag must be made of lightweight (60 – 120 g/m <sup>2</sup> ), breathable synthetic fabric.	Material Data Sheet for Textile	
	The bag must be machine washable and materials must not scratch, abrade or otherwise damage the SBT Helmet.	Letter of Attestation Visual	
6.4	<b>Materials</b> The SBT Helmet materials must meet the requirements of ASTM F2879-16 Sections 5.1.2., 5.1.3, 5.1.4.	Letter of Attestation	
6.4.1	<b>Corrosion</b> If metal is used in the SBT Helmet, it must be corrosion resistant to the requirements of ANSI/ISEA Z87.1-2015 Section 5.2.3.	Certificate(s) of Compliance	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
6.4.2	<b>Colorfastness</b> Materials must be colourfast to moisture and perspiration and must leave no colour-residue after use.	Letter of Attestation	
6.4.3	<b>Foam</b> If foam padding is used, it must be closed cell to prevent absorption. Foam must be free from substances that accelerate ageing or deterioration and must not contain natural rubber such as latex or styrene-butadiene rubber (SBR).	Certificate of Compliance and Material Data Sheet if applicable	
6.4.4	SBT Helmet materials must be mildew-resistant for the warranted life of the helmet. Materials must be inherently mildew-resistant or have been treated with an anti-fungal that lasts the warranted life of the helmet.  If textile or foam have anti-bacterial and anti-fungal protective properties, the anti-microbial product(s) must be acceptable for use on textile and foam substrates. The product(s) or active ingredient(s) used to impart the anti-microbial finish must have a Pest Control Product Registration Number that has been issued by the Pest Management Regulatory Agency of Health Canada or be an Environmental Protection Agency (EPA)-registered antimicrobial. If the active ingredients do not require a Pest Control Product Registration Number from the Pest Management Regulatory Agency of Health Canada or registration with EPA, they must be tested to show that they are safe for humans and pets (with no irritation to skin or eyes, no toxicity, and no skin sensitization) and the finished goods must not require special disposal instructions due to environmental issues.	Letter of Attestation	
		Certificate of Compliance If applicable	

Table I				
SBT Helmet Physical Protection Properties				
	Characteristic	Test Method	Requirement	✓ Compliant ✗ Non-Compliant
1	Protection Against High-Speed Particles	EN 166:2001 Section 7.2.2 <b>only</b> . <u>Note:</u> Excludes referenced requirement for increased robustness (7.1.4.2) Excludes requirement for extreme temperature testing	No defects reported when tested to Medium Energy Impact (B) (Table 7)	<input type="checkbox"/> Test Report
2	Lens Retention Test	ASTM F1776-18 Section 7.2.4  <u>Note:</u> Test 1 specimen at room temperature only	No evidence of failure	<input type="checkbox"/> Test Report
3	Protective (Hard) Surfaces Impact Test	ASTM F1776-18 Section 7.4  <u>Note:</u> Test 1 specimen at room temperature only  <u>Note:</u> Choose one location at the <u>back of the head coverage (helmet)</u> , mouth protection area, the ear location area, and, if applicable, directly on any exposed lens retention components.	No evidence of failure	<input type="checkbox"/> Test Report

Table II						
SBT Helmet Lens Requirements						
	Characteristic	Test Method	Requirement		✓ Compliant ○ Compliant with Observation ✖ Non-Compliant	
1	Field of View	ASTM F1776-18 Section 4.1.1	Field of view equal to or exceeding:		<input type="checkbox"/> Certificate of Compliance	
			Temporal Field	50°		
			Nasal Field	30°		
			Superior Field	30°		
			Inferior Field	30°		
2	Optical Requirements	ANSI/ISEA Z.87.1-2015 Sections 5.1.2-5.1.4	Luminous Transmittance	No less than 85%	<input type="checkbox"/> Certificate of Compliance	
			Haze	No more than 3%		
			Refractive Power, Astigmatism, Resolving power, Prism and Prism Imbalance	Meets requirements of ANSI/ISEA Z.87.1-2015 Tables I & II for spectacle reader		
3	Abrasion	ASTM D1044-13 <b>AND</b> ASTM D1003-13	Haze after abrasion	No more than 10%	<input type="checkbox"/> Test Report	

## Stage 2: Performance Evaluation

Para. #	Requirement	Evaluation Method	✓ Compliant ✱ Non-Compliant
6.1.2	<b>Durability</b> The SBT Helmet must withstand the rigours of police scenario based training.	User Trial Appendix 1 and 2 to Annex C	
6.2.3.1	When worn, the SBT Helmet must not interfere with the user's range of vision, including peripheral vision. The SBT Helmet should not impede the use and view of facial expressions.  SBT Helmet lenses must not fog during continuous scenario based training. Typical scenario based training is less than 10 minutes in duration. Lenses must not fog for the duration of training whether anti-fogging properties are inherent or applied through a treatment.	User Trial Appendix 1 and 2 to Annex C	
6.2.3.2	<b>Speech and Hearing</b> While wearing the SBT Helmet, users must be able to hear and be heard from a minimum distance of 9.14 m (30 ft) when loud conversational volume is used. There must be no significant difference in the user's hearing when the helmet is donned compared to when it is doffed. The SBT Helmet must not impede clear speech.	User Trial Appendix 1 and 2 to Annex C	
6.2.3.3	<b>Breathability</b> Helmets must not hinder breathing. Moisture buildup and dampness caused by breath must be limited to prevent user discomfort.	User Trial Appendix 1 and 2 to Annex C	
6.2.3.4	<b>Cleaning</b> SBT Helmet parts must be easily cleaned with disinfectant wipes.	User Trial Appendix 1 and 2 to Annex C	
6.2.3.5	<b>Equipment Integration</b> The SBT Helmet material covering the cheeks must be sufficiently flexible for users to achieve cheek weld on either side of the face for sighting with the service carbine. The SBT Helmet must minimally interfere with general duty clothing and equipment.	User Trial Appendix 1 and 2 to Annex C	

Para. #	Requirement	Evaluation Method	✓ Compliant ✗ Non-Compliant
6.3.3	<b>Coverage</b> The SBT Helmet must have a shroud of sufficient length to be tucked under shirt collars. Users must be able to tilt their heads backwards or forwards 45° and perform scenario based training without altering the level of coverage and without the helmet shroud becoming untucked.	User Trial Appendix 1 and 2 to Annex C	
6.3.4	<b>Size and Adjustability</b> The SBT Helmet must come in a size range to comfortably fit heads with a circumference of 54–64 cm.	User Trial Appendix 1 and 2 to Annex C	
	The adjustment system must not unintentionally expand or contract when the helmet is worn.	User Trial Appendix 1 and 2 to Annex C	
	During movement, the helmet must not slide excessively, creating a loss of coverage or reduced vision for the user.	User Trial Appendix 1 and 2 to Annex C	
	The helmet must be easily donned or doffed with minimal readjustment. Adjustment by the user must be possible while the helmet is donned.	User Trial Appendix 1 and 2 to Annex C	
6.3.6	<b>Overall Comfort</b> The overall comfort will be determined by the combination of size, adjustability and weight.	User Trial Appendix 1 and 2 to Annex C	
6.4.3	Foam must not abrade or peel during use.	User Trial Appendix 1 and 2 to Annex C	

## **Appendix 1 to Annex C**

### **User Trial for SBT Helmet**

#### **1 Objective**

The User Trial will evaluate the performance of the proposed SBT Helmets.

#### **2 Trial Overview**

The User Trial will be conducted at an RCMP facility by RCMP members. All participants will have previous experience with Scenario Based Training and have experience using similar Personal Protective Equipment (PPE). Ten to 15 participants will trial the helmets, as determined by availability.

If more than one responsive bid provides the same branded SBT Helmet with the same accessories (e.g. anti-fog spray, shroud, cleaner), only one SBT Helmet will be selected to participate in the user trial, and the points awarded will be used for all bids.

For each responsive bid, one SBT Helmet submitted for each bid will be randomly issued to each participant by Bidder ID Number. Participants will be sized for helmets based on manufacturer's instructions. If the SBT Helmet cannot be safely worn due to fit or size within the parameters of the technical requirement, the bid will be declared non-responsive.

The total period of time for the User Trial is dependent on the number of responsive bids being evaluated.

Two phases of evaluation will occur: 1. Classroom Trial and 2. Scenario Based Training Trial. Refer to Appendices 1 and 2 to Annex C for further details on trial phases. Each participant will perform the Classroom Trial and Scenario Based Training Trial with each helmet. Each phase of the trial will have a standardized set of tasks or actions to perform.

##### **2.1 Scenario Based Training Trials**

If an anti-fog spray is provided by the manufacturer, it will be applied to the helmet lens according to manufacturer instructions before each Scenario Based Trial.

##### **2.1.1 Hazardous Non-compliance**

While intentional shots on the SBT helmet with Conducted Energy Weapons (CEWs) or marking cartridges will not be taken, there is a possibility that the SBT helmet may be struck by these projectiles during Scenario Based Training. Such strikes will be considered representative of typical use. If at any point under typical use a helmet breaks or is perceived as hazardous, it will be removed from the trial and deemed non-responsive. The following criteria will be cause for removal:

1. Contact by components of the projectile with area covered by solid coverage as defined in para. 6.3.3 of the Purchase Description.
2. Fracture of the lens, frame, or hard coverage.
3. Dislodging of the lens from the frame or dislodging of lens retention components.
4. Damage or dislodging of components that would allow passage of the projectiles or projectile components into areas covered by solid coverage as defined in para. 6.3.3 of the Purchase Description.
5. Contact by components of the SBT helmet with the orbital area.
6. Other damage or wear that may pose a threat to the user.

### **3 User Rating**

Each participant will be required to complete the User Trial Questionnaire (Appendix 2 to Annex C) immediately after finishing each trial phase.

Each question within the associated questionnaire relates to performance criteria specified in the Purchase Description (Annex B) and Evaluation Grid (Annex C). Participants will be asked to score the qualities of each tool using a Likert-type scale.

#### **3.1 Minimum User Trial Score**

The Bidder must obtain a minimum of 40 points out of 91 total points when the total scores for each bid are averaged across all participants.

### **4 Durability Rating**

After the User Trial has been completed, the Technical Authority will assess helmet durability according to the Post User Trial Durability Assessment (Appendix 2 to Annex C). Each helmet run through the trial will be assessed and scored according to the number of damages. The amount of damage will be summed for each bid and given a technical score that will be factored into the Point-Rated Grid (Annex D).

## **USER TRIAL EVALUATION GRIDS**

Appendix 2

To

Annex C

SBT Helmet

User Trial Questionnaire – Classroom Trials

Using the scale provided, please evaluate the item in each category using an X.		<div>☹️ ← ————— ☹️      ☺️ ————— → ☺️</div>						
Participant ID #:								
Item ID:								
Category	Explanatory Statement	Very Dissatisfied	Somewhat Dissatisfied	Dissatisfied	Unsure	Satisfied	Somewhat Satisfied	Very Satisfied
Size	Adjusts to fit head size	1	2	3	4	5	6	7
Fit and Adjustability	Includes ease of donning and doffing and adjustment while wearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall comfort	Assessment from size, weight and adjustability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coverage	Assessment of coverage from top of the head to upper chest.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication - Hearing	Ability to understand speech from 30 ft	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication - Speech	Ease of speaking and comfort of speech	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**User Trial Questionnaire** – Please feel free to add any notes throughout the course of the evaluation to help you complete the questions above.

Participant ID #:	Notes
	Notes
	Notes

Post User Trial Durability Assessment – Sample

Bidder ID: _____		
Item ID: _____		
Complete 1 per sample used in User Trial		
	Damage Description	Durability Rating 1 mark each separate instance found
1	Lens scratches greater than 0.5 cm in length	
2	Abraded areas greater than 2 cm in diameter	
3	Chips greater than 0.5 cm in diameter	
4	Abrasion or peeling of foam padding greater than 0.5 cm in diameter	
5	Fraying, tearing, or loosening of thread greater than 2 cm in length	
6	Textile holes greater than 0.5 cm in diameter	
7	Fraying textile, binding, or straps greater than 1 cm	
8	Broken parts (non-hazardous)	
Sample Total		

Post User Trial Durability Assessment – Bidder

Bidder ID: _____ Complete 1 per bidder		
Sample ID	Size	Durability Rating
Bidder Total Durability Rating		

**Annex D**

**Point-Rated Evaluation Grid**

**SBT Helmet**

Bidder ID:	
Company Name and Product:	
Comments:	

# Point-Rated Evaluation Grid

Only items compliant with the requirements of Annex C will be point rated in Annex D.

Section	Details	Evaluation Method and Rating			Multiplier	Points Achieved
Annex B 6.3.1	A single-piece helmet is preferred. Detachable parts that are removed only for maintenance will not be counted as separate parts.	Preferred Criterion	Points		1	
		Single-piece	2			
		Multi-piece	0			
Annex B 6.2.3.4 a)	Cleaning of the helmets must require minimal disassembly. Cleaning must not require removal of the lens from the frame or disassembly of the helmet into more than 5 parts. Helmets which disassemble into 3 parts or less for cleaning are preferred.	Preferred Criterion	Points		1	
		≤ 3 pieces	2			
		4 pieces	1			
		5 pieces	0			
Annex B 6.3.3 a)	While the helmet is donned, full visual of the wearer's eyes is required. Helmets which allow visual of the wearer's mouth are preferred.	Preferred Criterion	Points		1	
		Visual includes mouth	2			
		Visual of eyes only	0			
Annex B 6.3.4	A one-size-fits-all helmet with adjustability is preferred. Visual evaluation of sample	Preferred Criterion	Points		1	
		One-size-fits-all helmet	2			
		Helmet in multiple sizes	0			
Appendix 1 to Annex C	The damage scores for each bid will be summed and awarded points according the adjacent table.	Damage Score	Points		1	
		0-20	8			
		21-40	4			
		≥41	0			

	<div>Point-rated Technical Evaluation Score</div>	<div>/16</div>
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Solicitation No. - N° de l'invitation  
E60PR-19SBTH/A  
Client Ref. No. - N° de réf. du client  
E60PR-19SBTH

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr760. E60PR-19SBTH

Buyer ID - Id de l'acheteur  
pr760  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "E"

### QUARTERLY REPORT TEMPLATE

Standing Offer Number: \_\_\_\_\_

Reporting Period (start date to end date): \_\_\_\_\_

Date	Call-up #	Description of Item	Quantity	Total Call-Up Amount	
				w/o taxes	with taxes
TOTAL				\$	\$

**NIL REPORT:** We have not done any business with the federal government for this period \_\_\_\_.

**Prepared by:**

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

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

Telephone no.: \_\_\_\_\_

# ORDER FORM

SCENARIO BASED TRAINING HELMET	
ORDER NUMBER :	DATE :
1. CONDITIONS	
Standing Offer Number: <i>(to be inserted at issuance of Standing Offer)</i> The following is a call-up in accordance with the terms and conditions of the above-noted Standing Offer.	
Offeror Name and Address <i>(to be inserted at issuance of Standing Offer)</i>	Signed by the Offeror:  X _____  To be returned to the Identified User noted below upon receipt as a confirmation of receipt of the Call-up.

2. REQUIREMENT				
Item #	Item Description	Total Quantity	Firm Unit Price	Total
1	Scenario Based Training (SBT) Helmet Kit – Includes: * Helmet complete with Lens & Shroud * Helmet Storage Bag * Lens Cleaning Disinfectant Wipes * Anti-fog Treatment (if applicable)		\$	\$
2	Replacement Lens		\$	\$
3	Storage Bag		\$	\$
4	Lens Cleaning Disinfectant Wipes		\$	\$
5	Anti-fog Treatment (if applicable)		\$	\$
			\$	\$
			\$	\$
			\$	\$
Sub Total				\$
Applicable Taxes				\$
Total Cost including Shipping Charges and Applicable Taxes The Contractor shall not charge Canada for any costs exceeding this total price.				\$
DELIVERY ADDRESS:				
INVOICING ADDRESS:				

3. APPROVALS (IDENTIFIED USER)	
Name:	Date:
Signature:	Email:

4. PAYMENT	VISA <input type="checkbox"/>	Mastercard <input type="checkbox"/>	Invoice Net 30 <input type="checkbox"/>
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