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**Public Works and Government Services / Travaux
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Bid Receiving – PWGSC
Réception des soumissions TPSGC
10th Floor, 4900 Yonge Street
10e étage, 4900 rue Yonge
Toronto
Ontario
M2N 6A6
Bid Fax: (416) 952-1256**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Soft Body Armour Systems	
Solicitation No. - N° de l'invitation W3048-19KE74/A	Date 2020-03-19
Client Reference No. - N° de référence du client W3048-19-KE74	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-615-8065
File No. - N° de dossier KIN-9-52023 (615)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-04-09	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Denbeigh, Andrew	Buyer Id - Id de l'acheteur kin615
Telephone No. - N° de téléphone (613)484-1586 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE See Herein	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Standing Offer Reporting Requirements, the Technical Evaluation – Sample Evaluation Methodology, and the Electronic Payment Instruments.

1.2 Summary

The Department of National Defence (DND) has a requirement for the provision of concealable Base Soft Body Armour Systems in support of their operations. The goods are to be provided on an “as and when requested” basis during the period of the Standing Offer.

The intention of the Crown is to issue one Regional Individual Standing Offer (RISO) to meet this requirement.

The period for placing call-ups against the Standing Offer will be from issuance to 4 years later.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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1.3 Debriefings

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

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 7.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 150 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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.

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2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

Canada requests that the Offeror provides its offer in separately bound sections as follows:

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

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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) (<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.

Section I: Technical Offer

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

Section II: Financial Offer

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

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3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary material/documentation to support and demonstrate compliance with the mandatory technical criteria.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MTC #	Mandatory Technical Criteria	Instructions to Offerors
MTC1	<p>The Offeror must provide a pre-award sample Base Soft Body Armour System with the offer.</p> <p>The sample Base Soft Body Armour System must be:</p> <p>Size: Large.</p> <p>Colour: Black, Tan, or White.</p> <p>The pre-award sample must be manufactured in accordance with the technical requirement (Annex "A" – Requirement) and fully representative of the product being offered.</p> <p>The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements as per</p>	<p>The Offeror must deliver the pre-award sample at no charge to Canada and must ensure that it is received with the offer at time and place of Request for Standing Offer closing. Failure to submit the pre-award sample with the offer will result in the offer being declared non-responsive.</p> <p>The pre-award sample submitted by the Offeror will remain the property of Canada.</p> <p>The pre-award sample will be evaluated in accordance with Annex "D" to Part 4 of the Request for Standing Offers – Technical Evaluation – Sample Evaluation Methodology.</p>

	<p>Annex "D" to Part 4 of the Request for Standing Offers – Technical Evaluation – Sample Evaluation Methodology.</p> <p>Rejection of the pre-award sample will result in the offer being declared non-responsive.</p>	
MTC2	<p>The Offeror must demonstrate that the Base Soft Body Armour Systems being offered meet the National Institute of Justice (NIJ) Standard-0101.06 (July 2018) for Ballistic-Resistance of Body Armour, Type II Threat.</p>	<p>To Demonstrate Compliance, the Offeror must provide with its offer:</p> <p>1) The model designation of the Base Body Armour Systems being offered; and</p> <p>Either 2A or 2B:</p> <p>2A) A copy of a test report performed by a National Institute of Justice (NIJ)-approved test laboratory (listed on https://www.justnet.org/compliant/NIJ-approved-labs.html) showing that the offered Base Soft Body Armour System successfully meets the NIJ Type II Threat requirements (or above) when tested to NIJ Standard-0101.06 for Ballistic Resistance of Body Armor;</p> <p>or</p> <p>2B) Evidence that the Offeror's Base Soft Body Armour System is listed on the NIJ website: (https://www.justnet.org/app/tims/CPLReport.aspx) Models that Comply with the NIJ Standard-0101.06 for Ballistic-Resistance of Body Armour, Type II Threat requirements (or above).</p> <p>This evidence must be in the form of a printout from the NIJ website, showing the following:</p> <p>Listed Company: Must be the Offeror. Threat Level: Must be II or above.</p>

		Model Designation: Must match the model being offered. Gender: Must be Male. Opening: Can be Side, Front, or Other. Size Range: Must be for entire Size Range (C1 to C5 highlighted). Warranty: Must be at least 5 years Model Status: Must be Active This information may be verified against the NIJ website.
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4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices.
- b) Pricing must be provided for all items and all pricing periods. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- c) Offers must not contain any condition or qualification placed upon the offer.
- d) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

4.1.2.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included.

The Evaluated Price is calculated as follows:

For each Item, the sum of the pricing for all Pricing Periods will be multiplied by the corresponding Annual Estimated Usage amount to determine the Extended Price of the Item.

The Evaluated Price will be the sum of all Extended Prices for all Items.

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4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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.

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

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Samples and Production Certification

The Offeror certifies that:

() The manufacturer that produced the pre-award sample will remain unchanged for the duration of the Standing Offer.

5.2.3.2 Price Support – Non-competitive Bid

SACC *Manual* clause C0008T (2007-05-25), Price Support – Non-competitive Bid

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance of the Standing Offer to 4 years later. *[Note to Offerors: Canada will insert date at time of issuance of the Standing Offer]*

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrew Denbeigh
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: 613-484-1586
Facsimile: 613-545-8067
E-mail address: andrew.denbeigh@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 Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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.

6.5.3 Offeror's Representative [Note to Offerors: Please fill out required information]

Name: _____
Title: _____

Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Procurement Business Number: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of National Defence (DND).

6.7 Call-up Instrument

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

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

or

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

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- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

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

6.9 Priority of Documents

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

- the call up against the Standing Offer, including any annexes;
- the articles of the Standing Offer;
- 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- 2030 (2018-06-21), General Conditions – Higher Complexity - Goods;
- Annex "A", Requirement;
- Annex "B", Basis of Payment;
- the Offeror's offer dated _____. *[Note to Offerors: Canada will insert information at time of issuance of the Standing Offer]*

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.11 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.

6.12 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.

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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.

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2030 (2018-06-21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within 60 calendar days from receipt of a call-up against the Standing Offer.

6.3.2 Shipping Instructions – Delivered Duty Paid

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

Incoterms 2000 “DDP Delivered Duty Paid” Department of National Defence, Ottawa, ON.

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid firm unit prices, as specified in the Call-up, calculated in accordance with Annex “B” – Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

6.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

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6.4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

6.4.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

[Note to Offerors: Canada will insert or delete text, as per the Offer (Annex E), at time of issuance]

6.5 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 address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

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

6.7 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

REQUIREMENT

1. Scope

The Contractor must provide, on an "as-and-when-requested" basis, Base Soft Body Armour systems that meet the requirements specified herein.

2. Applicable Documents

The following documents form part of this requirement to the extent specified herein. In the event of a conflict between these documents and the contents of this requirement then the contents of this requirement take precedence:

- MIL-STD-810G - Test Method Standard for Environmental Engineering Considerations and Laboratory Tests (www.everyspec.com);
- National Institute of Justice (NIJ) Standard 0101.06 July 2008 - Ballistic Resistance of Body Armor (www.nij.gov);
- MIL-STD-1472G - Department of Defense Design Criteria Standard - Human Engineering (www.everyspec.com);
- DRDC-RDDC-2015-R186 2012 Canadian Forces Anthropometric Survey (pubs.rddc-drdd.gc.ca).

3. Requirements

The Department of National Defence requires lightweight Base Soft Body Armour to be worn on the torso sufficiently concealed beneath full sized shirts and jackets to diminish detectability. The Base Soft Body Armour must be provided in sufficient sizes to be worn discretely by an operator without custom fitting such that vital organs are protected against certain limited ballistic and fragmentation threats.

3.1 Operational Performance Requirements

The Base Soft Body Armour must meet the following:

- Each Base Soft Body Armour system must comprise the following components:
 - Soft armour carrier vest,
 - Front soft armour panel,
 - Rear soft armour panel,
 - Left side soft armour panel,
 - Right side soft armour panel;
- Comprise a single self-contained system that does not require additional attachments or accessories for full functionality;
- Protect front, rear, and both side facing surfaces of the torso vital organ region of the wearer against NIJ Type II threats at NIJ 0101.06 July 2008 - Ballistic Resistance of Body Armor with included soft armour panels installed;

- d. Support wearing underneath appropriately sized full sized shirts and jackets such that the wearing is undetectable at a glance by a casual observer at 20 feet;
- e. Support wearing such that securing and adjusting is accomplished while worn;
- f. Support sizing such that the torso vital organ region of the wearer is provided 95% coverage from the collarbone notch to the belly button by the front soft armour panel enclosed in the appropriately sized vest without impeding shoulder mobility;
- g. Support general fitting without adjustment in a range of sizes to accommodate the 5th to the 95th percentile male as defined in the Canadian Forces Anthropometric Survey in common garment size categories:
 - i. Men's small - chest 36-38", waist 30-32" (91-97 cm, 76-81 cm);
 - ii. Men's medium - chest 38-40", waist 32-34" (97-102 cm, 81-86 cm);
 - iii. Men's large - chest 40-42", waist 34-36" (102-107 cm, 86-91 cm);
 - iv. Men's extra-large - chest 42-44", waist 36-38 (107-112 cm, 91-97 cm);
 - v. Men's double extra-large - chest 44-46", waist 38-40 (112-117 cm, 97-102 cm);
 - vi. Men's triple extra-large - chest 46-48", waist 40-42 (117-122 cm, 102-107 cm).
- h. Support custom sizing where common garment sizes do not apply for specifically identified cases (all required measurements/information will be provided);
- i. Provide a complete system total weight of not more than 1 lb per ft² (0.5 grams per cm²) of torso surface area;
- j. Support cleaning by wipe down with mild soap and water;
- k. Consist of fabric that resists chafing and mold and mildew infiltration with known and verified performance and behaviour as per the Department of Defense Design Criteria Standard - Human Engineering;
- l. Support circumferential ballistic coverage that does not impede movement of the torso when bending in any direction;
- m. Support coverage that does not impede the operation of a sidearm or rifle in all positions;
- n. Incorporates rounded corners to diminish stress at corners and side seams;
- o. Resist degradation due to damage to the fabric surface and seams from cuts and abrasions accumulating from nominal long term wear;
- p. Resist degradation in a humid environment.

3.2 Technical Requirements

3.2.1 Soft Armour Carrier Vest

The Base Soft Body Armour Vest must meet the following:

- a. Comprise a single self-contained vest that does not require any attachments or accessories for full functionality;
- b. Provide a smooth inner surface with no in-turned elevated seams;
- c. Support removal and reinsertion of soft ballistic panels in less than 2 minutes;

- d. Sized in length to suspend the vest from the shoulders at proper height without adjustment;
- e. Sized in circumference for flexibility without adjustment;
- f. Provide sufficient strength in the fabric and seams to support and maintain the panels in place at all times in all body positions;
- g. Provide sufficient enclosures to maintain the panels in place at all times for a close fit and to prevent buckling without plastic or metal attachment points;
- h. Provide a uniform external colour such that no other color is externally visible with minimal texture deviations for seams and adjustment items such that they are not visible at 20 feet with colour selection to include:
 - i. Black
 - ii. Tan
 - iii. White
- i. Encase completely the soft armour panels to:
 - i. Provide protection from humidity and contamination,
 - ii. Ensure armour panels are not externally visible,
 - iii. Maintain the armour panels in position when properly adjusted such that they cannot shift away from the protecting position and remain straight and flush with the body throughout wearer upright and horizontal activity;
- j. Include no external markings or protuberances or components unnecessary to functionality.

3.2.2 Front Soft Armour Panel

The Front Soft Armour Panel must meet the following:

- a. Comprise a single self-contained panel that does not require any additional attachments or accessories for full functionality;
- b. Include no metal or plastic components;
- c. Protect the torso front from the collarbone notch to the belly button and the full frontal width of the wearer to level NIJ Type II against common sidearm threats as per NIJ Standard 0101.06;
- d. Provide sufficient flexibility to support manipulation into the vest internal enclosure while retaining sufficient stiffness to remain in place within the vest for a close fit and to prevent buckling throughout all wearer activities.
- e. Panel thickness must not be greater than 6.5mm.

3.2.3 Rear Soft Armour Panel

The Rear Soft Armour Panel must meet the following:

- a. Comprise a single self-contained panel that does not require any additional attachments or accessories for full functionality;
- b. Include no metal or plastic components;
- c. Protect the torso rear from the height of the back level with the collarbone notch to the lower back level with the belly button and the

full back width of the wearer to level NIJ Type II against common sidearm threats as per NIJ Standard 0101.06;

- d. Provide sufficient flexibility to support manipulation into the vest internal enclosure while retaining sufficient stiffness to remain in place within the vest for a close fit and to prevent buckling throughout all wearer activities.
- e. Panel thickness must not be greater than 6.5mm.

3.2.4 Left and Right Side Soft Armour Panels

The Left and Right Side Soft Armour Panels must each meet the following:

- a. Comprise a single self-contained panel that does not require any additional attachments or accessories for full functionality;
- b. Include no metal or plastic components;
- c. Protect the side from below the armpit to the lower back level with the belly button and the full side width of the wearer to level NIJ II against common sidearm threats as per NIJ Standard 0101.06;
- d. Provide sufficient flexibility to support manipulation into the vest internal enclosure while retaining sufficient stiffness to remain in place within the vest for a close fit and to prevent buckling throughout all wearer activities.

3.2.5 General System Technical Requirements

The Base Soft Body Armour must meet the following:

- a. Provide a minimum panel lifetime of 5 years;
- b. Provide a minimum carrier lifetime of 18 months;
- c. Support factory modification and repair as required and when required.

3.3 Interface Requirements

3.3.1 General Service Components

The Base Soft Body Armour must meet the following:

- a. Provide sufficient front pouch size and strength to support an additional hard body armour plate with following parameters in conjunction with the soft panel to maintain both panels in place for a close fit and to prevent tilting and dislodging throughout wearer activities as without the hard plate:
 - i. Width 212 mm,
 - ii. Height 265 mm,
 - iii. Thickness 14 mm,
 - iv. Weight 661 grams;
- b. Provide sufficient rear pouch size and strength to support an additional hard body armour plate with following parameters in

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conjunction with the soft panel to maintain both panels in place for a close fit and to prevent tilting and dislodging throughout wearer activities as without the hard plate:

- i. Width 212 mm,
- ii. Height 265 mm,
- iii. Thickness 14 mm,
- iv. Weight 661 grams.

3.3.2 Labeling

- a. Each Base Soft Body Armour system must include a label residing on the inside to legibly and durably record parameters to include:
 - i. Level of protection;
 - ii. Date of manufacture;
 - iii. Batch/Lot number;
 - iv. Model Designation;
 - v. Size.
- b. The Soft Body Armour system must not include the manufacturer's name anywhere on the system (carrier or panels).

ANNEX "B"

BASIS OF PAYMENT

Pricing:

All pricing is firm, in Canadian dollars, Delivered Duty Paid (DDP) Ottawa, ON, customs duties included, and does not include applicable taxes (which must be shown as a separate item on invoices).

Estimated Usages:

The estimated usages are for evaluation purposes only and do not commit Canada to use more than the actual quantities required. The estimated usages will be removed from the resulting Standing Offer.

Pricing Periods:

[Note to Offerors: Canada will insert dates at time of issuance of Standing Offer]

- Year 1: date of award to One Year Later
- Year 2: Full Calendar Year following Year 1
- Year 3: Full Calendar Year following Year 2
- Year 4: Full Calendar Year following Year 3

Pricing Basis A – Base Soft Body Armour Systems, including Vest and Panels:

Model Designation: *[Note to Offerors: Canada will insert information at time of issuance of Standing Offer]*

Item #	Description	Unit of Measure	Estimated Yearly Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4
1	Base Soft Body Armour System - Small	Each	1 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System
2	Base Soft Body Armour System - Medium	Each	20 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System
3	Base Soft Body Armour System - Large	Each	120 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System
4	Base Soft Body Armour System – Extra Large	Each	36 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System
5	Base Soft Body Armour System – Extra Extra Large	Each	4 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System
6	Base Soft Body Armour System – Extra Extra Extra Large	Each	1 Systems	\$ ____/System	\$ ____/System	\$ ____/System	\$ ____/System

7	Base Soft Body Armour System Custom Size	Each	5 Systems	\$ _____/System	\$ _____/System	\$ _____/System
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Pricing Basis B – Replacement Panels

Item #	Description	Unit of Measure	Estimated Yearly Usage	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4
8	Front soft armour panel, for all sizes and colours	Each	100 Panels	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel
9	Rear soft armour panel, for all sizes and colours	Each	100 Panels	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel
10	Left side soft armour panel, for all sizes and colours	Each	100 Panels	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel
11	Right side soft armour panel, for all sizes and colours	Each	100 Panels	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel	\$ _____/Panel

ANNEX "C"

STANDING OFFER REPORTING REQUIREMENTS

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item # ,Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

ANNEX "D" to PART 4 OF THE REQUEST FOR STANDING OFFERS

TECHNICAL EVALUATION – SAMPLE EVALUATION METHODOLOGY

Failure to meet any of the requirements outlined herein will result in the Offer being declared non-responsive.

Sample: One (1) size Large Soft Armour Body System must be provided with the offer, in colour Black, Tan, or White.

The sample must be the same model designation used to demonstrate compliance with Mandatory Technical Criteria # 2 in Part 4.

	Reference	Requirement	Vendor Compliance	Eval Method
1	Annex A 3.3.1.a	Front Plate Pocket must accommodate Hard Plate of following dimensions: Width - 212 mm Height - 265 mm Thickness - 14 mm Weight - 661 grams	Sample	Trial – Insert Hard Plate into pocket
2	Annex A 3.3.1.b	Rear Plate Pocket must accommodate Hard Plate of following dimensions: Width - 212 mm Height - 265 mm Thickness - 14 mm Weight - 661 grams	Sample	Trial – Insert Hard Plate into pocket
3	Annex A 3.3.2	The manufacturer's name must not be found anywhere on the sample (carrier or panels)	Sample	Visual Inspection
4	Annex A 3.2.2 & 3.2.3	Front & Rear panel thickness must not be greater than 6.5mm each.	Sample	Micrometer Measurement
5	Annex A 3.3.2	Carrier Vest must have a label attached indicating the minimum following information: -Level of protection; -Date of manufacture; -Batch/Lot number; -Model Designation; and -Size.	Sample	Visual Inspection
6	Annex A 3.1.i	Weight of Soft Armour Body System with Ballistic panels must not exceed 32 oz.	Sample	Measurement
7	Annex A 3.1.d	Undetectable at a glance by a casual observer at 20 feet. "Undetectable" will be determined through the following: 2 persons of similar build, wearing similar civilian	Sample	Visual Inspection

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		summer clothing, will stand next to each other, with one of individuals wearing the Soft Armour Body System. 3 evaluators will observe the 2 persons (for 5 seconds, from 20 feet away), and if none of the evaluators can determine which is wearing the body armour, it will pass as undetectable.		
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ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ Direct Deposit (Domestic);
- ☐ Wire Transfer (International Only).