



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

Bid Receiving/Réception des soumissions
RCMP – GRC
Attention: Candice Therien
Mail Stop/Arrêt postal 15
73 chemin Leikin Drive
Ottawa, ON K1A 0R2

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

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

**REQUEST FOR
STANDING OFFER**

National Individual Standing Offer (NISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et nationale (OCIN)

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

Title – Sujet SO- Emergency Response Team (ERT) Compact Tactical Life Preservers (CTLP)		Date October 13 th , 2020
Solicitation No. – N° de l'invitation 202100914A		
Client Reference No. - No. De Référence du Client 202100914		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	EST(Eastern Daylight Time) HNE (heure normale de l'Est)
On / le :	November 23rd, 2020	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Candice.therien@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	

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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing 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 7B, 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 Certificate of Independent Bid Determination the Quarterly Report Template, and any other annexes

1.2 Summary

- 1.2.1 The Royal Canadian Mounted Police (RCMP) has a requirement to establish a National Standing Offer for the provision of Emergency Response Team (ERT) Compact Tactical Life Preservers (CTLP) for delivery across Canada. These CTLP will become the RCMP National standard for use. The Standing Offer will be valid from the date of issuance of the Standing Offer for a period of three (3) years with the possibility to extend for an additional two (2) one-year periods.
- 1.2.2 The Request for Standing Offers (RFSO) is to establish a Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.



1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offer 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 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

1.5 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 6.15 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>) issued by Public Works and Government Services Canada.

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

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

The [2006](#) (2020/05/28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days



Insert: 120 days

2.2 Submission of Offers

Technical Offers must be submitted only to RCMP 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 Request for Standing Offers, transmission of offers by facsimile or email to RCMP will not be accepted.

NOTE: The RCMP has not been approved for offer submission by epost Connect service.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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



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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)
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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policyeng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders. 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 Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

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

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);

If 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 will be conducted in phases:
 - (i) Phase I: Mandatory Criteria Screening
 - (ii) Phase II: User Trial and Determination of Technical Merit Score
 - (iii) Phase III: Costing and best value determination

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Phase I: Mandatory Criteria Screening

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, the items listed in Annex D must be provided with the offer at time and place of bid closing. The brochure and manuals submitted by the Offeror will remain the property of Canada.

The offer will be evaluated in accordance with the Mandatory Requirements in Annex D. The evaluation will be conducted on the supplied information only. All mandatory criteria must be met or the offer will be deemed non-compliant. Failure to provide sufficient detail in the offer submission to evaluate the offer against the mandatory criteria will also deem the offer non-compliant. Even if an offer fails to meet as few as one mandatory criterion that offer will be non-compliant and will be given no further consideration. Only compliant Offerors will proceed to Phase II.



Phase II User Trial and Determination of Technical Merit Score

The compliant offers from Phase I will undergo a multi-part “User Trial” in accordance with Annex E, to test the Compact Tactical Life Preserver. If selected for Phase II, Offerors will be awarded a trial contract and must deliver the following:

- (a) Quantity three (3) Compact Tactical Life Preservers in accordance with the Performance and Technical Specification at Annex A
- (b) Quantity ten (10) re-arm kits per unit (30 total)
- (c) Quantity one (1) Operators Manual that includes field repair procedures

4.1.2 Financial Evaluation

The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, Incoterms 2010, transportation cost included, all applicable Customs Duties and Excise taxes included

The Offeror must submit firm unit pricing for all items for all years including extension period.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

To determine the most suitable contending system within the competitive bidding process, the Standing Offer Authority will follow a “combined rating of technical merit and price” selection process, defined below:

Phase III: Costing and Best Value Determination

Once the Technical Merit Score has been determined for each offer they will be combined with the price in such a way to ensure best value. Best value balances the importance of the technical value of an offer with the cost of that technical solution, and is determined using the “highest combined rating of technical merit and price” Offeror selection method.

Price Score

The offer price is the sum of all costs associated with the procurement of the CTLP for all years, assuming all options are exercised. The lowest price of the compliant offers becomes the standard by which the remainder of the offer's are evaluated. Each offer is evaluated by taking the lowest offer price and dividing it by the price of the offer being evaluated, then multiplying this ratio by 100 in order to get a score out of 100, as follows:

$$\text{Price Score} = 100 \times (\text{Lowest Offer Price} / \text{Current Offer Price})$$

The lowest price of the compliant offers will have a Price Score of 100, and the remainder of the compliant offers will have price score between 0-100 based on how much they differ from the lowest price.

Best Value Determination

Each compliant offer's Technical Merit and Price Scores are combined to obtain a Total Score, with the highest overall score representing the offer with the best value to the RCMP. The assigned weighting factors (70% Technical and 30% Price) represents the importance that RCMP has placed on the functionality and compatibility of the CTLP. The formula to calculate the total score for each compliant offer proposal is as follows:

$$\text{Total Score} = (70\% \times \text{Technical Merit Score}) + (30\% \times \text{Price Score})$$



The offer that receives the highest total score will be recommended for award of the 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 Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Additional Certifications Precedent to Issuance of a Standing Offer



5.2.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Annex "F") has been developed by the federal Competition Bureau for use by the Standing Offer Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Standing Offer Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.

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.

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex D entitled "Standing Offer Usage Report". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis or specify an alternate reporting period) to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:



first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth 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 for three (3) years from the date of issuance of the Standing Offer

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one-year periods under the same conditions and at the rates or prices 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.

6.4.3 Comprehensive Land Claims Agreements (CLCA)

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

6.4.4 Delivery Points

Delivery of the requirement will be made to various delivery point(s) specified in Appendix 1 to Annex "B" of the Standing Offer.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Candice Therien
Title: Procurement Officer
Royal Canadian Mounted Police
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2

Telephone: 613-843-3826
E-mail address: candice.therien@rcmp-grc.gc.ca



The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is: *(Will be provided at time of issuance of Standing Offer)*

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

6.5.3 Offeror's Representative *(to be completed by the offeror)*

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: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is: **Royal Canadian Mounted Police (RCMP) – ERT and Tactical Vessel Operators Team**

6.7 Call-up Procedures

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



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

6.8 Call-up Instrument

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

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer that are authorized by the Identified User(s) must not exceed \$10,000 (Applicable Taxes included).

Individual call-ups against the Standing Offer valued at or over 10,000.00 (Applicable Taxes included) must be authorized by the Standing Offer Authority or approved delegate.

6.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one 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.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services



- d) the general conditions 2010A (2020-05-28); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, Mandatory Criteria Screening (Phase I);
- h) Annex E, User Trial and Determination of Technical Merit Score (Phase II);
- i) Annex C, Standing Offer Usage Report;
- j) the Offeror's offer dated _____

6.12 Procurement Ombudsman

6.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

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

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.13 Certifications and Additional Information

6.13.1 Compliance

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

6.14 Applicable Laws

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

6.15 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.

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010A](#) (2020/05/28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2010 “DDP Delivered Duty Paid”

As part of RCMP’s commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

6.4 Payment

6.4.1 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 “B” 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.

6.4.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments



6.4.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card (<\$10,000);
- b. MasterCard Acquisition Card (<\$10,000);
- c. Direct Deposit (Domestic and International);

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. Invoice must be distributed as follows:
 - a. The original and once copy must be forwarded to the address shown on the call-up for certification and payment

6.6 Insurance

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

6.7 SACC Manual Clauses

B7500 (2006-06-16) Excess Goods



**ANNEX "A"
REQUIREMENT
Emergency Response Team (ERT) Compact Tactical Life Preservers (CTLP)**

Purpose

The purpose of this Statement of Work is to define the scope and requirements for a Standing Offer Agreement (SOA) for Emergency Response Team (ERT) Compact Tactical Life Preservers (CTLP)

Background

The Royal Canadian Mounted Police (RCMP) ERT Marine Operations program has a requirement for ERT Compact Tactical Life Preservers (CTLP) and Re-Arm kits for ERT members, and Tactical Vessel Operators (TVO) trained for Marine Operations.

Specifications

To ensure that each candidate is properly protected in accordance with the Canada Labor Code, the ERT Compact Tactical Life Preserver must meet the following minimum specifications:

1	The CTLP must contain at a minimum, one (1) or more inflatable chambers constructed with puncture resistant, flexible and multi-use cell(s).
2	Each inflatable cell must have an oral inflation tube which provides a means to top up or fill each cell, should the CO2 cylinders fail to deploy.
3	<p>Inflatable cells must be capable of being deployed by one or more CO2 cylinders, Actuation must be via manual beaded “rip cord” pull handle method and by an automatic inflator which must automatically deploy the cells in the following manners:</p> <ol style="list-style-type: none"> 1. A compartment supplied by a manual or manual-automatic inflation system shall achieve a buoyancy within its design inflation range in not more than five (5) secs from the time of manual or automatic actuation of the system at the surface of the water. 2. A compartment supplied by a manual or automatic inflation system shall achieve a buoyancy within its design inflation range in not more than ten (10) secs from the time of submergence of the device. 3. The automatic inflator used on the CTLP must be designed so that it will not inflate inadvertently when exposed to humidity, when salt or fresh water is sprayed or rain. <i>Note: cylinder(s) must be protected by ballistic protection or cylinders are strategically placed in an area so as not to have frontal exposure inside or outside of the CTLP</i>
4	The CTLP must have a closure system that is secure for ease of



	repacking the device after deployment or for routine maintenance.
5	The CTLP must have a lifting and/or a towing strap.
6	The CTLP must be subdued (not harsh or bright) in colour. Examples of acceptable colours are “ranger green”, olive drab green, tan, black, blue-grey, greys or any combinations thereof or similarly coloured disruptive patterns. Examples of colours not accepted are yellow, red or orange.
7	The CTLP must have hook and loop strips that allow for the attachment of GLINT or SOLAS tape. The hook and loop strips must be securely attached to the inflatable chamber and not on the outside of the CTLP.
8	Must be of one size-fits-all design
9	Must provide 35lbs (minimum) or higher of buoyancy when fully deployed.
10	The CTLP must come with a harness that is capable of attaching to the currently in use “Yates 310 Rescue Harness” for Emergency Response Team (ERT) or the ability to securely attach to the ERT approved TYR Tactical EPIC Maritime 4 Releasable Cable Carrier or TYR Tactical PICO Mounted Police Carrier kit.
11	Each CTLP must be serialized. The serial number must be stamped in the same location on each CTLP, hidden from external view.

Quality Assurance

The Contractor must perform all necessary quality assurance procedures to ensure the product meets the specified technical specifications as detailed in Annex A – Requirement.

Each Bladder must carry a manufactured date. The manufactured date must be stamped with a non-disappearing or non-fading ink on the bladder themselves and on the cover on the underside of the cover of the left or right bladder. The manufactured date on each CTLP must be no older than six (6) months from the date of delivery

Documentation

The Contractor must provide manuals in English and French to the RCMP as follows:

One (1) hard copy and one electronic copy (MS Word or PDF Format) of the Operators Manual with each Compact Tactical Emergency Response Team Life Preserver that includes

- i. Instructions on care, cleaning and routine maintenance
- ii. Usage Instructions
- iii. Safety warning and emergency procedures



- iv. Troubleshooting procedures and
- v. Storage Instructions

Warranty

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.



ANNEX "B"

BASIS OF PAYMENT

The Offeror will be paid firm unit price(s) in Canadian dollars, applicable taxes excluded, Incoterms 2010, transportation costs included.

Initial Standing Offer Period – from date of issuance for one (1) year period.

Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra												
Description	Unit of Issue	B Div	O Div	C Div	H Div	E Div	J Div	TTS	CIP	E Div	Nat Div	Total Extended Price (Sum of all divisions)
ERT Compact Tactical Life Preserver	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Re-Arm kits	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Option Period 1

Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra												
Description	Unit of Issue	B Div	O Div	C Div	H Div	E Div	J Div	TTS	CIP	E Div	Nat Div	Total Extended Price (Sum of all divisions)



ERT Compact Tactical Life Preserver	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Re-Arm kits	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	EACH											

Option Period 2

Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra												
Description	Unit of Issue	B Div	O Div	C Div	H Div	E Div	J Div	TTS	CIP	E Div	Nat Div	Total Extended Price (Sum of all divisions)
ERT Compact Tactical Life Preserver	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Re-Arm kits	EACH	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Total Aggregate Price = (Sum of all Extended Price (initial period + Option year 1 + Option year 2))

NOTES:

Estimated Usage over the next 5 years is approximately 300 CTLP

See Appendix 1 to Annex B for the list of delivery addresses.



**APPENDIX 1 to ANNEX B
DELIVERY ADDRESSES**

Div	Address
B	"B" Division RCMP Emergency Response Team 100 East White Hills Road, St. John's, Nfld A1A 3T5
C	"C" Division GRC Groupe Tactic d'Intervention 4225 Dorchester Westmount, QC H3Z 1V5
E	"E" Division RCMP LMD Emergency Response Team #309-14200 Green Timbers Way Surrey, B.C. V3T 6P3
TTS	National ERT Tactical Training Section 5 Shirley Blvd, Nepean, ON K2K 2W6
E	"E" Division RCMP Island District Emergency Response Team 303 Prideaux St, Nanaimo, BC V9R 2N3

Div	Address
O	"O" Division RCMP Emergency Response Team 1350 Martin Grove Rd. Etobicoke, On M9W 4X3
H	"H" Division RCMP-GRC Emergency Response Team 80 Garland Avenue, Mailstop H-011 Dartmouth, NS B3B 0J8
J	"J" Division RCMP Emergency Response Team PO Box 3900 1445 Regent St. Fredericton, N.B. E3B 4Z8
CIP	National Emergency Response Team Coordinator 73 Leikin Drive, Mailstop #8, Room 202 Ottawa, ON K1A 0R2
NHQ	National Division RCMP Emergency Response Team 1426 St. Joseph Blvd Ottawa, On K1A0R2



**ANNEX “D”
BID EVALUATION (PHASE I)**

The Phase I evaluation will be based upon the Bidder’s experience in developing, manufacturing and/or selling ERT Compact Tactical Life Preservers, and the provision of technical information, drawings and/or brochures that detail the product being offered. All compliant offers will be included in the next phase of the process (User trial). There is no consideration for price at this point in the evaluation process.

Item #	Requirement	Proof of Compliance	Compliant (Y/N)
1	<p><u>Expertise and Proven Design</u> The Offeror must be a current Life Preserver manufacturer that has significant experience in life preservers for military or police organizations as follows:</p> <p>(a) Manufacturer Qualifications – The Offeror must have been in business of developing, manufacturing and selling life preservers for a minimum of five (5) years; and</p> <p>(b) Proven Design – The Tactical Life Preserver must be a Commercial-Off-The Shelf (COTS) or Military-Off-The-Shelf (MOTS) product that is in current production and, at time of bid submission must be in use by an American, British, Canadian, or Australian (ABCA) military organization or a North American (Canada or United States) civilian police agency.</p> <p>(c) The Offeror must provide any independent laboratory testing results that have been completed on the CTLP they are submitting for consideration.</p>		
2	Annex A – Performance and Technical Specifications	<p>The Offeror must provide brochures, diagrams or any other technical information that details the ERT Compact Tactical Life Preserver being offered.</p> <p>RCMP will conduct a compliance verification of the CTLP Specifications detailed in Annex A upon receipt prior to the User Trials.</p>	



ANNEX "E" USER TRIALS (PHASE II)

1. GENERAL

1.1 Purpose

This document outlines the User Trial to be conducted by the RCMP for the Compact Tactical Life Preservers.

1.2 Contractor Participation

The information provided in this Annex is for information purposes only. The trial will be conducted by RCMP without any support required from the Offerors that supply the Tactical Floatation devices to be evaluated. The Offerors will not be permitted to witness any portion of the trials and evaluations.

1.3 Compliance Verification

Prior to the User Trials, the CTLP's from each Offeror will be subjected to a compliance verification against the technical requirement detailed at Annex A. If the Tactical Life Preserver from the Offeror does not meet the technical requirements, the details of the compliance verification will be recorded and the offer will be deemed non-compliant and given no further consideration.

2. DELIVERABLES

The Offeror must deliver the following:

- a) Quantity three (3) Compact Tactical Life Preservers in accordance with the Performance and Technical Specifications at Annex A
- b) Quantity thirty (30) Rearm kits (10 per CTLP)
- c) Quantity one (1) Operators Manual that includes field repair procedures

3. EVALUATION

3.1 USER TRIALS

The Compact Tactical Life Preservers will undergo a multi-part "User Trial" to test the Life Preserver for compatibility with equipment and functionality in simulated field conditions. Conduct of the trials will be based on a random order between the various Tactical life preservers. The Offerors will not be permitted to witness any of the trials or evaluations, but may be provided the results of the User Trial for their specific system only. The User Trial plan is detailed in Appendix 1 to Annex E

4.2 EVALUATION PROCESS

To determine the most suitable contending system within the competitive bidding process, the Contracting Authority (CA) will follow a "combined rating of technical merit and price" selection process. Technical merit scoring is detailed in the following sections.

4.2.1 Technical Merit Score

The objective of assigning a Technical Merit Score is to evaluate the "value added" over and above meeting the mandatory technical requirements. The "value added" through performance measurement is not considered mandatory, but is deemed to have additional value to the overall comfort/usability of the item.

The total Performance Score is the sum of the average score for all participants for the Compact Tactical Life Preserver across all categories of performance measurement



Table 1: Performance Measurement

Category	Score
General Wear and Fit	24
Adjustment/Fit	12
Maneuverability/Flexibility during CQC	18
Integration with Weapons Handling (user will complete various stages of pistol and carbine course of fire)	
Carbine	36
Pistol Drills	18
Compatibility – Operational Gear	24
In-Water performance	60
Total available points E	/192

For each test as listed in Table 1, the final score will be determined by taking all of the results from that test for all Participants, and then calculating the average (arithmetic mean). The average of all participants for that test will be the final score for that test item.

Example:

Category	Participant 1	Participant 2	Participant 3
General Wear and Fit	23	24	22
Average for this category is $(23+24+22)/3 = 23$			

Technical Merit Score

The Technical Merit Score (out of 100) is the Performance Score of the CTLP being evaluated divided by the Highest Performance Score achieved, then multiplying this ratio by 100 in order to get a score out of 100, as follows:

$$\text{Technical Merit Score} = 100 \times (\text{Performance Score} / \text{Highest Performance Score})$$

The CTLP receiving the highest Performance Score will get a Technical Merit Score of 100, and the remaining CTLP will have a Technical Merit Score that is a fraction of 100 based upon the total Performance Score for that CTLP in comparison to the highest Performance Score.



APPENDIX 1 USER TRIALS

A1.1 Scope

This Appendix details the User Trial for the Compact Tactical Life Preserver

A1.2 Aim

The aim of the User Trial is to evaluate the impact of the Tactical Life Preserver on the operator mobility, survivability and lethality. The trials will consider both the operator's ability to effectively conduct tasks while wearing the Compact Tactical Life Preserver, and their perceived physical discomfort.

User Trial

The trials are task-based and are focused on the operator's ability to effectively conduct these tasks in a simulated operational environment. The tasks will be rated qualitatively through the use of a systematic user rating. A group of non-participants will record the results at each phase of the trial program and ensure that there are no unfair or biased components injected into the trial program. For each trial, participants will wear approved RCMP issued equipment as required

A1.3.1 Participants

The participants will be selected based on their specialty skill sets. Each participant will conduct the trial with one of the Offeror's Life Preservers such that each of the life preservers provided by the Offeror are trialed by at least one different participant. All participants will be familiar with the use and wearing a Tactical Life Preserver in the operational environments for which it is designed. Each participant must complete all tasks within the specific test for all CTLP under evaluation. Should a participant become incapacitated or unavailable to complete the test for all systems, the activity will be deemed incomplete for that participant and none of the results for that participant will be included in the overall assessment of that test.

A1.3.2 Trial Program

The User trial will be conducted at an RCMP approved facility over a period of a number of days depending on the number of CTLP to be assessed.

A1.3.3 User Rating

Participants will provide task evaluations at the completion of various activities for each Compact Tactical Life Preserver.

The participant evaluations will be captured by individual ratings of various criteria using a non-biased approach to collecting user perception. A 7-point scale will be used to provide a clear and understandable quantification of the participants' perceptions in a controlled manner.

The scale is defined as follows:

Rating	Participant Perception	Score
1	Completely Unacceptable	0
2	Reasonably Unacceptable	1
3	Barely Unacceptable	2
4	Borderline	3
5	Barely Acceptable	4
6	Reasonably Acceptable	5
7	Completely Acceptable	6



APPENDIX 2
User Evaluation Assessment Documentation

Name _____ Years of experience with ERT Marine Operations _____ ERTeam _____ PFD Make _____ PFD Model _____ Special Comments _____ _____ _____	Completely Unacceptable	Reasonably Unacceptable	Barely Unacceptable	Borderline	Barely Acceptable	Reasonably Acceptable	Completely Acceptable
	0	1	2	3	4	5	6
ERT Tactical PFD							
Activity 1: General Wear and Fit							
Fit							
Weight							
Re-arming							
Re-packing							
Score	(___/24)						
Activity 2: Adjustment/Fit							
Flexibility in Fit through adjustment features							
Pressure Points							
Ease of donning and doffing (not unintentional water immersion)							
Score	(___/18)						
Activity 3: Maneuverability/Flexibility during CQC							
Speed of Movement							
Agility							



Flexibility in Motion							
Score	(___/18)						
Activity 4: Integration with Weapons Handling (user will complete various stages of pistol and carbine course of fire)							
Carbine							
Shouldering of carbine							
Access to carbine mags from plate carrier							
Transition from carbine to pistol							
Shooting from/off cover (prone/kneeling/standing)							
Shooting prone							
Shooting from kneeling position							
Score	(___/36)						
Pistol Drills							
Drawing of pistol from holster							
Retrieving mags from member's primary and secondary mag pouches							
Manipulation drills							
Score	(___/18)						
Compatibility – Operational Gear							
Issued Plate Carrier							
Tactical Dry suit							
Communication System							
Kit configuration (I.E. climbing harness, helmet, etc)							
Score	(___/24)						
Activity 5: In-Water performance							
These following tests will cover water performance with multiple variables. Additional video and notes will be taken by project lead during water performance testing. Test subjects will be wearing all operational kit that would be worn during an underway boarding. The weight of equipment will be measured prior to start of test. In water and out of water weight of ERT members equipment will be determined prior to start of test.							



Single point sling (interfere with inflation)							
2 point sling (over the shoulder – does it impede inflation)							
Rotate person to face up position (single point)							
Rotate person to face up position (2 point sling)							
1 m drop (pool side) (depth of penetration into water before device activates)							
3m / 15ft drop (depth of penetration into water before device activates)							
Time it takes for PFD to start inflation once in the water							
Time it takes for PFD to complete inflation once started							
Oral inflator – ease of use when in the water							
Removal of plate carrier with PFD attached if PFD fails to inflate							
Score	(___/60)						



ANNEX "F" to PART 5 -

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: (Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"]) that:

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
(a) has been requested to submit a bid in response to this call for bids;
(b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
(a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
(b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;



7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)