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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Terms and Conditions of Trial Contract to purchase goods for user evaluation; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the requirement for stage ii trials, requirement for standing offer, The Basis Of Payment, the performance requirements, the electronic payment instruments, the federal contractors program for employment equity – certification, insurance requirements, non-disclosure agreement, additional certification information, and standing offer reporting form

1.2 Summary

- 1.2.1 The Department of National Defense (DND) requires a Vendor to supply Direct Action Assault System (DAAS) vests for soldiers as described in Annex "D" to its depot in Petawawa Ontario. The term of the Regional Individual Standing Offer will be 3 years with 4 one year option periods.
- 1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.3 This RFSO requires offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 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](#) (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: 180 days

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Offer Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Public Works and Government Services

Fax: (613) 545-8067

TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

(email address for epost Connect service)

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

Offers will not be accepted by facsimile, mail, or courier.

Samples of DAAS must be sent by the tender closing date on page 1 to:

Department of National Defence

1600 Star Top Road

Ottawa, Ontario, K1A 3W6

Attn: MWO Steeve Tremblay

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Ethical apparel

The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Samples

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

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.

The Offeror must submit by Epost:

- A completed Mandatory Technical Requirement Compliance Matrix (see Annex E, Appendix 1) including test results confirming various operational parameters for the DAAS as well as technical data in order to conduct an evaluation of the technical proposal against the Operational Performance and Technical Requirements for the DAAS at Annex D;

Section II: Financial Offer

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

- The price of the bid will be evaluated as follows:
 - Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

3.1.1 Electronic Payment of Invoices – Offer

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

If Annex “H” 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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Samples

Each Bidder must submit:

- A. One (1) sample DAAS (MULTICAM®) that fully represents the final product being proposed by the bidder;
- B. A complete list and a sample of all optional supporting items available for the DAAS (e.g., pouches, front/rear panels, etc.) that will be included in the Contract for optional procurement; and
- C. DAAS spares parts, as recommended by the Manufacturer, to support the DND trials at Stage II.

For offers that are determined to be compliant, the DAAS sample will be included as part of the deliverables for the Stage I contract. For offers that are deemed non-compliant, the DAAS sample will be returned upon completion of the evaluations. For all offers, the optional supporting item samples will be returned upon completion of the evaluations.

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) Offers will be evaluated as stated in Annex "E".
- (d) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

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

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFOR IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFOR HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFOR TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFORER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFOR RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFOR NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, nor Canada's right to request or accept any information

during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this bid solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the bid solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

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- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

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

4.1.1.4 Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

The evaluation will be conducted in two (2) stages as detailed in the following sections.

4.1.2.1 STAGE I - REQUEST FOR STANDING OFFER AND INITIAL EVALUATION

All Mandatory Technical Requirements in Stage 1 will be subject to the two-phase evaluation as stated in Part 4 of the RFSO. The initial evaluation will be conducted using the Stage I Bid Requirements at Annex E, Appendix 1. The evaluation will consider both the information provided by the Offeror and a visual/physical evaluation of the offer sample to confirm the features of the DAAS are in accordance with the mandatory technical requirements. The visual/physical evaluation by the evaluation team will take precedence over the information and/or certification provided by the Offeror.

The Phased Bid Compliance Process will apply to all mandatory criteria in Annex "E", Appendix 1.

4.1.2.2 Initial Procurement of Test Samples

For offers that are deemed to be full technically compliant as a result of the Mandatory Technical Requirements Evaluation, Canada will award each Offeror a contract for ten (10) DAAS (the offer sample plus an addition nine (9) systems in sizes to be determined at time of Contract Award), an operator/maintenance manual, a Manufacturer's Recommended Spare Parts List, and spare parts to support the Stage II trials based upon the manufacturer's recommendation.

4.1.3.1 STAGE II - POINT RATED PERFORMANCE EVALUATION

Operational Performance Assessments

Each of the compliant DAAS from Stage I will be subjected to the DND conducted Operational Performance Assessments (Annex E, Appendix 2) as follows:

- (a) Part I - Initial Fit, Compatibility and Range of Motion - Up to ten (10) participants will be fitted with each DAAS in accordance with the manufacturers fit instructions in the supplied operator/maintenance manual. The participants will then complete the following:
 - i. Test 1A - Initial Fit - The participants will complete the Initial Fit section of the Part I questionnaire (Annex E, Appendix 3) to rate the initial fit the DAAS including the adjustability of the system to the individual user, their overall physical comfort and initial mobility;
 - ii. Test 1B - Compatibility - The DAAS will be configured for use including attachment of armour plates (front, rear and sides), radio(s), pouches, magazines, etc. The participants will then complete the Compatibility section of the Part I questionnaire (Annex E, Appendix 3); and
 - iii. Test 1C - Range of Motion (ROM) - A series of ROM tests will be performed to quantify the effect of the DAAS on the operator's ability to functionally move. The participants will then complete the ROM section of the Part I questionnaire (Annex E, Appendix 3);
- (b) Part II - Operational Task Effectiveness - The following tests will be completed by the participants to quantify the effect of the DAAS on the operator's mobility, agility and lethality:
 - i. Test 2A - Job Specific Obstacle Course – The obstacle course drills will be completed in accordance with standard drill protocols which include a series of basic tactical movements while wearing the DAAS such as climbing, scaling, crawling, dragging, lifting, jumping, landing etc.;
 - ii. Test 2B - Course of Fire (COF) Drills - The COF drills will be completed in accordance with standard drill protocols which includes a series of move and shoot drills from the prone, kneeling and standing positions;
 - iii. Test 2C - Close Quarter Battle Drills (CQB) - The CQB drills will be completed in accordance with standard drill protocols which includes forced entry and room clearance in a simulated environment; and

- iv. Upon completion of the tests, the participants will provide an assessment of the effect of the DAAS on the conduct of the tests by completing the Part II questionnaire (Annex E, Appendix 4).

4.1.4.1 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. Overall scores for each test are the average of the scores for all participants for that test. In order to be compliant, the DAAS must receive a minimum Performance Score of 75% in both the Part I and Part II trials or the offer will be deemed non-compliant and given no further consideration. The scores from the Part I questionnaire will be combined with the score from the Part II questionnaire to determine the Total Performance Score for each DAAS, with each multiplied by a weighting factor for the specific test or assessment as follows:

Category	Points Awarded	Minimum Score	Weighting	Weighted Score
Part I - Initial Fit, Compatibility and Range of Motion				
Test 1A - Initial Fit	_____ out of 36	76/102	5	_____ out of 25
Test 1B - Compatibility	_____ out of 42		10	
Test 1C - Range of Motion	_____ out of 24		10	
Part II - Operational Task Effectiveness				
Test 2A - Job Specific Obstacle Course	_____ out of 6	49/66	50	_____ out of 50
Test 2B - Course of Fire Drills	_____ out of 24			
Test 2C - Close Quarter Battle Drills	_____ out of 6			
Overall Assessment	_____ out of 30			
Total Performance Score				_____ out of 75

The Technical Merit Score (out of 100) is the Total Performance Score of the DAAS being evaluated divided by the Highest Total 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 DAAS receiving the highest Total Performance Score will get a Technical Merit Score of 100, and the remaining DAAS will have a prorated Technical Merit Score that is a fraction of 100 based upon the Total Performance Score for that DAAS in comparison to the highest Total Performance Score.

4.2 Costing and Best Value Determination

Once the Technical Merit Score has been determined for each compliant 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 a proposal with the cost of that technical solution.

4.2.1 Price Score

The proposal price is the sum of all costs associated with the procurement of the DAAS for all years in Pricing Basis "A" in Appendix "B" of Annex "A", excluding the Optional Accessories in Pricing Basis "B" that may be procured at a later time at DND's discretion. The lowest evaluated price of the compliant proposals becomes the standard by which the remainder of the proposals are prorated against. Each Offeror's Proposal Price is prorated by taking the lowest Proposal Price and dividing it by the Proposal Price of the offer being evaluated, then multiplying this ratio by 100 in order to get a score out of 100, as follows:

$$\text{Offeror's Price Score} = 100 \times (\text{Lowest Proposal Price} / \text{Offeror's Proposal Price})$$

The lowest Offeror's Proposal Price of the compliant proposals will have a Price Score of 100, and the remainder of the compliant proposals will have Price Score that is a fraction of 100 based upon the Offeror's Proposal Price in comparison to the lowest Offeror's Proposal Price.

4.3 Selection Of Standing Offer Holder

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

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

The bid that receives the highest (best) Value Score will be recommended for award of the Standing Offer as stated in Annex C.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer. The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Ethical procurement certification

The ethical considerations for procurement of apparel certification document attached to this solicitation is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the certification.

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

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

Ethical procurement certification

The Bidder certifies the following:

1. Child labour

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

2. Forced labour

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

3. Abuse and harassment

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

4. Discrimination

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

5. Freedom of association and collective bargaining

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

6. Occupational safety and health

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

7. Fair wages

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

8. Hours of work

Except in extraordinary circumstances, the Bidder's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime

per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.

5.1.3 Origin of work

Bidders must provide the name, address and country of manufacturers of the item(s), including subcontractors, to be utilized in the performance of the contract. This includes manufacturers and subcontractors that will be doing a portion of the work on the items (e.g. cutting or sewing), but not manufacturers and suppliers of fabric, trim and accessories (e.g. zippers, hook and loop tape).

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

- a. Name and complete address of manufacturer/subcontractor: _____
- b. Location where work will be performed: _____ (please indicate the complete address if different from the address provided in a.)
- c. Nature of manufacturing/subcontracting work performed: _____

(Enter the information for each manufacturer/subcontractor)

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

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

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

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

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

N° de l'invitation - Solicitation No.

W6399-22LI63/A

N° de réf. du client - Client Ref. No.

W6399-22-LI63

N° de la modif - Amd. No.

File No. - N° du dossier

KIN-1-26126

Id de l'acheteur - Buyer ID

kin519

N° CCC / CCC No. / N° VME - FMS

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

I, _____ (*first and last name*), as the representative of
 _____ (*name of business*) pursuant to
 _____ (*insert solicitation number*), warrant and certify that all
 personnel that _____ (*name of business*) will provide on the
 resulting Contract who access federal government workplaces where they may come into contact with
 public servants will be:

fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
 for personnel that are unable to be vaccinated due to a certified medical contraindication, **religion or
 other prohibited grounds of discrimination under the Canadian Human Rights Act**, subject to
 accommodation and mitigation measures that have been presented to and approved by Canada;
 until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination
 Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified
 of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier
 Personnel, and that the _____ (*name of business*) has certified to their compliance with this
 requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for
 the duration of the Contract. I understand that the certifications provided to Canada are subject to
 verification at all times. I also understand that Canada will declare a contractor in default, if a certification
 is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada
 reserves the right to ask for additional information to verify the certifications. Failure to comply with any
 request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's
 COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in
 accordance with the Privacy Act. Please note that you have a right to access and correct any information
 on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding
 the handling of your personal information. These rights also apply to all individuals who are deemed to be
 personnel for the purpose for the Contract and who require access to federal government workplaces
 where they may come into contact with public servants.

PART 6 - RESULTING CONTRACT CLAUSES FOR SAMPLES FOR USER EVALUATION

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide 1 DAAS as specified in Annex "B" and Annex "D".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2030 (2020/05/28), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received within 30 calendar days of contract award.

6.4.1.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Department of National Defence, Ottawa, Ontario Incoterms 2000 for shipments from commercial contractor.

6.4.1.2 Packaging - Commercial

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette

Title: Supply Team Leader

Public Services and Procurement Canada, Acquisitions Branch

Address: 86 Clarence Street, 2nd Floor, Kingston, Ontario, K7L 1X3

Telephone: (613) 449-8446

E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 DND Procurement Authority

The DND Procurement Authority for the Contract is:

Name: _____ (to be advised at contract)

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (to be advised at contract)

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative (please fill in)

The person responsible for :

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid (a) firm unit price(s), as specified in the line items in Annex "A" Appendix "A" for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

H1000C

2008/05/12

Single Payment

C2000C

2007/11/30

Taxes - Foreign-based Contractor

6.6.3 Electronic Payment of Invoices – Contract

(To be advised at contract award)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 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. One (1) copy must be forwarded to the following address :

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: Donna Lowes DLP 8-2-2
Email: Donna.Lowes @forces.gc.ca
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. The original and one (1) copy must be forwarded to the consignee for certification and payment.

6.8 Insurance

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 Articles of Agreement;
- b) the general conditions 2030 (2020/05/28), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Basis of Payment
- d) Annex "B", Requirement User Evaluation Contract;
- e) Annex "D", Performance Specification;
- f) the Contractor's bid dated _____ (officer to insert date of bid) (If the bid was clarified or amended, insert at time of contract award:", as clarified on _____" or ", as amended on _____" and insert date(s) of clarifications or amendment(s)).

6.12 Defence Contract

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

6.13 SACC Manual Clauses

C2611C 2007/11/30 Customs Duties - Contractor Importer

6.14 Materials: Contractor Total Supply

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

6.15 Plant Location

Items will be manufactured at: _____

6.16 Subcontractor(s)

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

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

6.17 Ethical Apparel

The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

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

6.18 Overshipment

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

6.19 Specifications and Standards**6.19.1 United States Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <https://quicksearch.dla.mil/qsSearch.aspx>

6.20 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "C" and Annex "D".

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in 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.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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 "K". 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 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 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance to 31 March 2025

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 4 one year periods, from 1 April 2025 to 31 March 2029 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to:

DND Depot Petawawa, Ontario, H8H 2W8.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Herb Choquette
 Title: Supply Team Leader
 Public Services and Procurement Canada, Acquisitions Branch
 Address: 86 Clarence Street, 2nd Floor, Kingston, Ontario, K7L 1X3
 Telephone: (613) 449-8446
 E-mail address: Herb.Choquette@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.

7.5.2 DND Procurement Authority

The DND Procurement Authority for the Contract is:

Name: _____ (to be advised at contract)
 Title: _____
 Organization: _____
 Address: _____
 Telephone : _____
 Facsimile: _____
 E-mail address: _____

7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ (to be advised at contract)
 Title: _____
 Organization: _____
 Address: _____
 Telephone : _____
 Facsimile: _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Offeror's Representative [Offeror to Fill in.](#)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is DND DLP 8 only.

7.7 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 subséquente à plusieurs offres à commandes (French version)

or

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

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included). For Individual call-ups exceeding \$400,000.00 (Applicable Taxes included) the Identified Users must send in a completed 9200 form to the Standing Offer Authority, who will issue the call-up.

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **(to be advised at standing offer issue)** (*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 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2020-05-28) General Conditions - Higher Complexity - Goods;
- e) Annex A, Basis of Payment;
- f) Annex C, Requirement;
- g) Annex D, Performance Specification;
- h) Annex F, Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.13 Transition to an e-Procurement Solution (EPS)

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

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

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

7.14 Escalation of Pricing

Starting in Option Period 1 and for each option period thereafter, the unit pricing identified in Annex "A", Basis of Payment will be adjusted annually, at the start of the Option Period by an amount established based on the percentage increase (decrease), nearest two decimal places, in the annual average index of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Table 18-10-0004-01 from the 12-month base period ending 15 months prior to the current Option Period award date, to the same 12-month period ending 3 months prior to the current Option Period award date. This will be calculated using the following formula:

$$\text{EPA} = (A / B) - 1 \times 100$$

Where:

A = Annual average index for the 12 months ending 3 months prior to the Option Period Award Date.

B = Annual average index for the 12 months ending 15 months prior to the Option Period Award Date.

Example: The calculation of the adjustment for a contract with an Option Period 1 start date January 2022 would be reflected as:

A = 12 month period ending October 2021 average index = 134.2*

B = 12 month period ending October 2020 average index = 130.5*

$$\text{EPA} = (A / B) - 1 \times 100$$

$$\text{EPA} = (134.2/130.5) - 1 \times 100$$

$$\text{EPA} = 2.84\%$$

*Note that Index Levels do not reflect actual figures.

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2030](#) (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2025 inclusive.

7.3.2 Delivery Date

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

7.3.3 Delivery - Appointments

The Contractor must make deliveries to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

7.3.4 Bulk Shipments

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

7.3.5 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Department of National Defence Petawawa, Ontario Incoterms 2000 for shipments from commercial contractor.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid (a) firm unit price(s), as specified in the line items in Annex "A" Appendix "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 Contracting Authority before their incorporation into the Work.

7.4.2 Limitation of Expenditure

SACC *Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

7.4.3 Multiple Payments

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

7.4.4 SACC Manual Clauses

SACC Manual clause C2000C (2007/11/30) Taxes - Foreign-based Contractor

7.4.5 Electronic Payment of Invoices – Contract

(To be advised at contract award)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - d. One (1) copy must be forwarded to the following address :

National Defence Headquarters
MGen George R. Pearkes Building
Email: Donna.Lowes@forces.gc.ca
 - e. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - f. The original and one (1) copy must be forwarded to the consignee for certification and payment.

7.6 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7 **SACC Manual Clauses**

<u>D2025C</u>	2017/08/17	Wood Packaging Materials
<u>D5545C</u>	2010/08/16	ISO 9001:2015 - Quality Management Systems - Requirements (QAC C)
<u>D6010C</u>	2007/11/30	Palletization
<u>B7010C</u>	2008/05/12	Marking and Labelling (use with DND Spec D-80-001-055/SF-001)
<u>C2611C</u>	2007/11/30	Customs Duties - Contractor Importer
<u>C2800C</u>	2013/01/28	Priority Rating
<u>C2801C</u>	2017/08/17	Priority Rating - Canadian-based Contractors
<u>D2000C</u>	2007/11/30	Marking
<u>D2001C</u>	2007/11/30	Labelling
<u>B7500C</u>	2006-06-16	Excess Goods
<u>A9006C</u>	2012-07-16	Defence Contract

7.8 **Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.10 Materials: Contractor Total Supply

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

7.11 Procedures for Design Change/Deviations

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

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

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract. ([Derived from - Provenant de: B5001C](#))

7.12 Plant Closing

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

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

7.13 Plant Location

Items will be manufactured at: _____

7.14 Subcontractor(s)

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

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

7.15 Ethical Apparel

The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure

continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

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

7.16 Overshipment

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

7.17 Post Contract Award Meeting

A post contract award meeting may be convened within twenty (20) calendar days after award of contract. Participants may include representatives of the Contractor, DND Design Authority, DND project Authority, Contracting Authority and the DND Administrative Authority. Other meetings may be convened as required.

The Contractor is responsible for the recording and distribution of the minutes for all contract related meeting. The minutes must be sent to the Contracting Authority for acceptance prior to the distribution to all participants or as otherwise directed in the contract within ten (10) calendar days of the subject meeting. The minutes must be used only as a record of proceedings.

7.18 Specifications and Standards

7.18.1 United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <https://quicksearch.dla.mil/qsSearch.aspx>

7.19 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex G, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

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File No. - N° du dossier

KIN-1-26126

Id de l'acheteur - Buyer ID

kin519

N° CCC / CCC No. / N° VME - FMS

ANNEX "A", BASIS OF PAYMENT

Appendix "A" of Annex "A", Basis of Payment for Contract for User Evaluation

Bidder must provide firm prices, all inclusive, in the currency of their choice for equipment as stated in Annex "B" and Annex "D", Delivery Duty Paid (DDP) Ottawa, Ontario. Applicable Canadian Taxes are not included in the pricing and must be shown as extra line item on all invoices.

1. Lot price for ten (10) DAAS (the bid sample plus an addition nine (9) systems in sizes to be determined at time of Contract Award), an operator/maintenance manual, a Manufacturer's Recommended Spare Parts List, and spare parts to support the Stage II trials based upon the manufacturer's recommendation.

\$ _____/lot

Appendix “B” of Annex “A, Basis of Payment for Regional Individual Standing Offer

Bidder must provide firm prices, all inclusive in funds of their choice, for equipment as stated in Annex “C” and Annex “D”, Delivery Duty Paid (DDP) Petawawa, Ontario. Applicable Canadian Taxes are not included in the pricing and must be shown as extra line item on all invoices. *Estimated usages in Annex “C” will be used for evaluation only and do not commit Canada to purchasing more than the quantity required. Pricing for option years will be escalated as stated in part 7A clause 7.13*

Offeror must add unit price for each DAAS accessory in blank spaces in Pricing Basis “B”. Offeror may attach additional pages.

Pricing Terms:

Year 1: date of issue to 31 March 2023

Year 2: 1 April 2023 to 31 March 2024

Year 3: 1 April 2024 to 31 March 2025

Pricing Basis “A” DAAS as specified in Annex “C” and Annex “D”					
Item	description	Part number	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
1	DAAS MULTICAM®				
2	DAAS Alternate Colors				
3	Spare Parts from MRSPL (Listed Separately)				
4	TDP				
Pricing Basis “B”, Optional Accessories for DAAS					
To include minimum list at Annex E plus additional items as provided with the offer.					
Item	description	Part number	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
1					
2					
3					
4					
5					
6					

Pricing Basis “C”, optional items not included in Pricing Basis “A” or “B”

Discount for optional items not included in Pricing Basis “A” or “B” will be ____% from Manufacturers’ Published Retail List Price.

ANNEX “B” REQUIREMENT FOR STAGE II TRIALS

1.0 SCOPE

1.1 Purpose

The purpose of this statement of requirements is to describe the scope and requirements that apply to the delivery of Direct Action Assault Systems (DAAS) to the Department of National Defence (DND).

1.2 Applicable Documents

The following documents form part of this statement of requirements and are supportive of this statement of requirements when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of requirements, then the contents of this statement of requirements takes precedence.

- MILHDBK-61A Configuration Management Guidance (available upon request)

2.0 DELIVERABLES

The Contractor must deliver the following within thirty (30) days of Contract Award:

- (a) Quantity ten (10) DAAS (MULTICAM®) in accordance with the Operational Performance and Technical Requirements at Annex D as follows:
 - i. Quantity one (1) DAAS sample provided with the bid; and
 - ii. Quantity nine (9) additional DAAS in the following sizes:
 - a. To be determined at time of Contract Award;
- (b) Maintenance Manuals in accordance with Section 0;
- (c) Manufacturer's Recommended Spare Parts List including the following information in electronic format (MS Word or MS Excel):
 - i. Description;
 - ii. Manufacturer's Part Number;
 - iii. Price;
 - iv. Dimensions;
 - v. Weight; and
 - vi. Shelf Life (if applicable);
- (d) Spare parts, recommended by the Manufacturer, to support the trials at Annex D.

2.1 Maintenance Manuals

The Contractor must provide one (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Operator/Maintenance Manual, in English, to DND that includes the following:

- (a) Fit and adjustment of the DAAS; and
- (b) Routine maintenance and care.

ANNEX "C", REQUIREMENT FOR STANDING OFFER

1.0 SCOPE

1.1 Purpose

The purpose of this statement of requirements is to describe the requirements that apply to the Standing Offer for provision of Direct Action Assault Systems (DAAS) to the Department of National Defence (DND).

1.2 Applicable Documents

The following documents form part of this statement of requirements and are supportive of this statement of requirements when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of requirements, then the contents of this statement of requirements takes precedence.

- MILHDBK-61A Configuration Management Guidance (available upon request)

1.3 Acronyms

DAAS	Direct Action Assault System
DND	Department of National Defense
ISO	International Standards Organization
MRSPL	Manufacturer's Recommended Spare Parts List
TA	Technical Authority

2.0 DELIVERABLES

The Offeror must deliver:

- (a) The following as detailed in the individual call-ups against the Standing Offer:
- i. DAAS (MULTICAM®) in accordance with the Operational Performance and Technical Specifications at Annex D;
 - ii. DAAS in alternate colors;
 - iii. Spare parts from the Manufacturer's Recommended Spare Parts List (MRSPL); and
 - iv. DAAS Supporting Items from the list at Appendix 1;
- (b) A Technical Data Package (TDP) in accordance with Section 2.2.

2.1 Forecasted Demand

The estimated forecasted demand for DAAS and spare parts is as follows:

Item	Item	Manufacturer's Part Number	Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	DAAS MULTICAM®	XXXX	1000	500	500	500	500	500	1000
2	DAAS Alternate Color	XXXX							
3	MRSPL Spare Parts	XXXX							
etc.									

Note: Spare parts from the MRSPL to be added to the table above at time of Standing Offer award.

2.2 Technical Data Package

The Offeror must provide and initial TDP, in English, as follows:

- (a) One (1) hard copy of the Operators Manual for every twenty DAAS (to be provided with each shipment, minimum one copy with each shipment) and one (1) electronic copy (MS Word or PDF format) of the Operators Manual to each delivery location and to the TA (locations to be provided upon Standing Offer award). The Operators Manual must include (as a minimum):
 - i. Instructions on care, cleaning and maintenance for each component of the DAAS;
 - ii. Usage instructions (e.g., fit, adjustment, etc.) for the DAAS;
 - iii. Safety warnings and instructions for the DAAS;
 - iv. List of replaceable components (including part numbers where applicable); and
 - v. Storage instructions;
- (b) Safety Recalls - Notice of safety recalls must be provided to each customer delivery location and the TA throughout the life expectancy of the DAAS (i.e., a minimum of 5 years); and
- (c) Parts List - A complete parts list for each component of the DAAS to the TA prior to the first shipment including the following information for each item (in MS Excel format):
 - i. Item Name;
 - ii. NCage;
 - iii. Manufacturer Part Number (MPN);
 - iv. Price;
 - v. Weight; and
 - vi. Shelf Life (if applicable);

2.3 Standing Offer Kickoff Meeting

The Offeror must hold a Standing Offer kickoff meeting at its production facility or by teleconference, as arranged with Procurement Authority, within 4-6 weeks of Standing Offer award. This meeting will be used to introduce the DND project team and to discuss production timelines, quality assurance processes, and delivery options and locations. DND will be responsible for all travel and associated costs for DND personnel attending the meeting. The kickoff meeting may be waived at DND's discretion.

3.0 REQUIREMENTS

3.1 Quality Assurance

The Offeror must:

- (a) Establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the objectives of the ISO 9001 or equivalent quality system model during performance of this Standing Offer; and
- (b) Conduct Quality Conformance inspections and tests during manufacture in accordance with the Offeror's standard acceptance test plan. Details of the test plan, and documentation of all inspections/tests, are to be provided to DND upon request. DND reserves the right to send a representative(s) to witness production acceptance testing for all systems. DND will provide a minimum of two (2) weeks' notice of a Quality Assurance visit.

3.2 Configuration Control

The Offeror must have an established, DND verifiable, Configuration Management (CM) Program with control systems in place in accordance with MIL-HDBK-61A, and must provide configuration identification, control and status accounting of all new and/or modified hardware and documentation. All DAAS delivered must have the same product baseline and support interchangeability/interoperability of parts.

3.3 Technical Support

The Offeror must provide technical support by phone/email during regular business hours during the warranty period. All requests for technical support must be responded to within 24 hours. This initial response (within 24 hours) must acknowledge and log the DND request and conduct a preliminary scan of the reported problem. The actual rectification of the problem will be arranged between the DND representative and the Offeror.

3.4 Packaging – Quantity

For standard sizes, individual garment packages of the same size must be packed into a corrugated fiberboard box as follows:

- (a) Box construction and closure conforms to CAN/CGSB-43.22-2001;
- (b) Overall inside dimensions (length, width and depth added) must not exceed 1.5 meters (59 inches) and the box size and content quantity must remain the same for the duration of the contract;
- (c) Maximum weight of the box and contents must not exceed 18 kg (40 pounds);
- (d) Stenciling or labelling on one end of each box, in legible figures as large as practicable in relation to the space available, the following information:
 - i. NATO Stock Number (NSN) or Manufacturer Part Number;
 - ii. Item Name/Nomenclature (in bilingual format);
 - iii. Quantity (per box);
 - iv. Gross Weight (nearest kg); and
 - v. Contract Serial Number - As specified on contract.

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KIN-1-26126

Id de l'acheteur - Buyer ID

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APPENDIX 1 DAAS SUPPORTING ITEMS

Item	Description	Part #
1		
2		
3		
etc.		

Note: Optional supporting items to be included in this list as provided by the Offeror as part of the bid, and approved by DND.

ANNEX "D", PERFORMANCE REQUIREMENTS

1.0 SCOPE

1.1 Scope

This specification details the operational performance and technical requirements for the Direct Action Assault System (DAAS).

1.2 Applicable Documents

The following documents form part of this specification to the extent specified and are supportive of this specification when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced and the contents of this specification, then the contents of this specification must take precedence.

- STANAG 4370 - Environmental Testing (www.nato.int)
- AECTP 300 - Climatic Environmental Test (www.nato.int)
- DRDC-RDDC-2015-R186 2012 Canadian Forces Anthropometric Survey (pubs.rddc-drdc.gc.ca)
- MIL-STD-810G - Test Method Standard for Environmental Engineering Considerations and Laboratory Tests (www.everyspec.com)

1.3 Definitions

MULTICAM®	A proprietary design for a camouflage pattern patented by Crye Precision Inc. (US Patent D592861)
5th Percentile Male	Defined as 166.4 cm (5 ft 5.5 in) tall with a weight of 67.7 kg (148.9 lbs) in accordance with DRDC-RDDC-2015-R186
95th Percentile Male	Defined as 190.5 cm (6 ft 3 in) tall with a weight of 113.8 kg (250.4 lbs) in accordance with DRDC-RDDC-2015-R186
Hook and Loop Fastener	A fastening consisting of two strips of nylon fabric, one having hooked threads and the other a coarse surface, that form a strong bond when pressed together, commonly trademarked under the name VELCRO® but also available under other brand names.
Slide Fastener	A fastener for locking together two toothed edges by means of a sliding tab, commonly referred to as a zipper.

1.4 Acronyms

DAAS	Direct Action Assault System
DND	Department of National Defence
ESAPI	Enhanced Small Arms Protective Insert
MOLLE	Modular Lightweight Load-Carrying Equipment
PALS	Pouch Attachment Ladder System

2.0 REQUIREMENTS

2.1 Operational Performance Requirements

The operational performance requirements for the DAAS are detailed in the following sections.

2.1.1 Operational Concept

The DAAS must:

- (a) Be comprised of a light-weight, modular, adjustable soft load carrying vest with front and rear ballistic plate pockets that acts as a carrier for removable components including side ballistic plate pouches, multi-use pouches (e.g., magazines, grenades, radios, etc.), front/rear removable panels, and attachment points for additional ballistic components to protect extremities (e.g., deltoids, groin, collar, etc.); and
- (b) Have a modular design that is scalable, thereby permitting the operator to task tailor the system to the requirement as follows:
 - i. Full-Up Configuration - Load carrying vest containing ballistic chest and back plates, ballistic side plates, extremity ballistic components, and user-configured pouches/panels required for the specific mission;
 - ii. Minimum Configuration - Load carrying vest (i.e., no ballistic plates or extremity protection) as a load carriage system with user-configured pouches/panels required for the specific mission; and
 - iii. Intermediate Configurations - The Minimum Configuration with the addition of other system components up to the Full-Up Configuration.

2.1.2 Materials

With the exception of the ballistic plates, which will be provided by DND after delivery of the DAAS, all material (e.g., fabric, MOLLE webbing, fasteners, closures, cords, padding, etc.) must:

- (a) Be sourced and supplied by the vendor;
- (b) Resist degradation in a humid environment in accordance with STANAG 4370 and AECTP 300;
- (c) Support cleaning by wipe down with mild soap and water and a cloth or soft brush;
- (d) Be constructed from non-hygroscopic materials, or be treated to be non-hygroscopic, to prevent retention of water when submerged; and
- (e) Be constructed from hydrophobic materials, or have a hydrophobic treatment, for resistance in accordance with STANAG 4370 and AECTP 300 to:
 - i. Fungus and mold;
 - ii. Perspiration stain; and
 - iii. Liquid petroleum products including: gasoline, diesel, avgas, kerosene, diethyl-meta-toluamide (DEET), and oil.

2.1.3 Sizing

The DAAS must be available in sizes and/or permit adjustment to fit the 5th to 95th percentile male in accordance with DRDC-RDDC-2015-R186 2012 as follows:

- (a) Chest Circumference: 92-122.5 cm (36.2-48.2 in); and
- (b) Waist Circumference: 78.8-119.1 cm (31-46.9 in).

2.1.4 Color

The exterior surface of the DAAS (i.e., load-carrying vest, webbing, straps, etc.) must:

- (a) Be printed with the MULTICAM® camouflage pattern or be a coyote brown color where it is not practical to print a component in MULTICAM®;
- (b) Be available in other colors (e.g., black, tan, alternate camouflage patterns, etc.) as an option;
- (c) Be of a low-gloss design when the material is either dry or wet; and
- (d) Not have any florescent colors incorporated into any part of the design.

2.1.5 Environmental

The DAAS must:

- (a) Operate under the climatic conditions A1 to A3, B1 to B3 and C1 to C3, as described in MIL-STD-810G within the following environmental conditions:
 - i. Temperature: -51°C to +49°C;
 - ii. Humidity: Up to 100%;
 - iii. Precipitation including rain, snow, hail and freezing rain;
 - iv. Desert sand;
 - v. Salt and fresh water spray;
 - vi. Fog and salt fog; and
 - vii. Vibrations due to ground vehicles, naval vessels and aircraft;
- (b) Resist degradation due to damage to the fabric surface and seams including cuts and abrasions accumulated over a period of not less than six (6) months in these operational environments.

2.1.6 Parachute Compatibility

The DAAS must be compatible with parachute harness systems to permit the operator to conduct low and high altitude parachute operations while wearing the DAAS in minimum to full-up configuration.

2.2 Technical Requirement

The technical requirements for the DAAS are detailed in the following sections.

2.2.1 Common Requirements

The DAAS, in its entirety, must:

- (a) Consist of the following components:
 - i. Front and rear ballistic plate bags;
 - ii. Reinforced non-slip adjustable length shoulder straps; and
 - iii. Adjustable side closures;
- (b) Have a weight (DAAS only, no ballistic plates or other attachments) of no more than 1 kg (2.2 lbs) for all sizes;

-
- (c) Be constructed of durable light-weight material that:
 - i. Does not interfere with the user's ability to shoot, move or communicate;
 - ii. Has a design life span of at least five (5) years with normal wear and use; and
 - iii. Designed to minimize catching of any mechanism used by the operator to close or adjust the DAAS on foreign objects;
 - (d) Have a method of closing that:
 - i. When donned, holds the ballistic components secure for prolonged periods of continuous use; and
 - ii. Permits rapid removal in no more than two (2) steps (e.g., release side strap(s), pull over head or quick-release shoulder straps);
 - (e) Remain stable during conduct of prolonged rigorous activities (e.g., kneeling, adopting the prone position, hand to hand combat, overcoming obstacles, mount/dismount vehicles, carrying heavy loads, etc.);
 - (f) Provide comfort to the user as follows:
 - i. Utilize padding and ventilation panels where possible; and
 - ii. Not have any sharp edges or produce pressure points on the body;
 - (g) Be constructed to minimize stress to corner and side seams; and
 - (h) Not require maintenance that is more complex than regular visual inspection.

2.2.2 Front and Rear Ballistic Plate Bags

The DAAS front and rear ballistic plate bags must:

- (a) Have an outer surface constructed from a light-weight material that is robust and tear resistant (e.g., CorduraTM);
- (b) Have a flush inner surface void of ridges or seams that provides a smooth and comfortable load bearing interface;
- (c) Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;
- (d) Minimize chaffing in areas where it may be in contact with the skin (such as the neck), or have bolsters of a soft material (such as fleece) in these areas;
- (e) Include a combination of MOLLE/PALS and loop fastener on the outer surface to permit attachment of peripherals (i.e., pouches, panels, etc.);
- (f) Be designed to fit standard ESAPI ballistic plates (sizes S, M, L and XL);
- (g) Have sides and back made from a stretchable material to permit use of non-standard or custom ballistic plate similar in size to the ESAPI plates;
- (h) Completely encase the ballistic plates such that the plates are not externally visible;
- (i) Permit the removal and reinsertion of the ballistic plates by the user;

-
- (j) Have a front ballistic plate bag as follows:
 - i. Attachment points for the front part of the adjustable shoulder straps;
 - ii. Have a hook and loop fastener system that works in conjunction with the side closure system to adjust the circumference around the torso;
 - iii. Have vertical loops on each side to permit attachment to a chest rig; and
 - iv. Have an attachment point for ballistic groin protection;
 - (k) Have a rear ballistic plate bag as follows:
 - i. Attachment points for the rear part of the adjustable shoulder straps;
 - ii. Include an attachment point(s) for the side closure system;
 - iii. Include vertical slide fasteners on either side of the bag to permit attachment of a zip-on panel; and
 - iv. Have an integrated man-down drag strap with a capacity of at least 150 kg (330 lbs).

2.2.3 Reinforced Non-Slip Adjustable Shoulder Straps

The DAAS reinforced non-slip adjustable shoulder straps must:

- (a) Be constructed from light-weight fiber-reinforced material that is robust and tear resistant, and provides a non-slip interface with the shoulders;
- (b) Have a reduced (minimal) thickness at the forward part of the shoulder to permit a firm weapon stock butt to shoulder contact;
- (c) Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;
- (d) Attaches to the front and rear ballistic plate bags;
- (e) Adjustable in length over the shoulder to permit the user to set the suspension height of the ballistic plate bags in a manner that, once adjusted, the height does not change; and
- (f) Include a padded cover for comfort with integral internal routing for communications wiring management.

2.2.4 Adjustable Side Closures

The DAAS side closures must:

- (a) Provide variable configurations as follows:
 - i. Cummerbund style designed to allow pouches to be mounted on the interior or exterior of the band; and/or
 - ii. Strap style for minimum weight;
- (b) Be constructed from a light-weight material that is robust and tear resistant (e.g., Cordura™);
- (c) Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;
- (d) Comprise a wrap-to-front system as follows:
 - i. Attaches to the rear ballistic plate bag; and
 - ii. Wraps around to the front ballistic plate bag and attaches in the front with a flexible hook and loop fastener system that is adjustable in circumference to provide flexibility and torso mobility;
- (e) Be removable from the front and rear ballistic plate bags; and

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(f) Permit attachment of ballistic side plate pouches.

2.2.5 Label

The DAAS must have an attached label that includes (as a minimum) size and washing instructions.

ANNEX “E”, EVALUATION PROCEEDURES

ANNEX “E”, APPENDIX 1, STAGE I BID REQUIREMENTS AND ASSESSMENT

A1.1 Instructions

Offerors will be assessed in accordance with the criteria detailed in this appendix. Mandatory requirements are identified by the word "must". All mandatory requirements must be met. In the Mandatory Technical Requirement Compliance Matrix (Table 1) of this Appendix, the Offeror must indicate compliance (Yes/No) for each item and provide a reference (e.g., page number, section, etc.) in the bid where information pertaining to compliance can be found. Note that by circling "No" to any one compliance item may result in the offer being deemed non-compliant and given no further consideration. The visual/physical evaluation of the sample by the evaluation team will take precedence over the information and/or certification provided by the Offeror and may result in the bid being deemed non-compliant even though the Bidder has stated that it is compliant.

A1.2 Proposal Submission Requirements

To be compliant, the Offeror must submit the following with their offer:

- (a) A completed Mandatory Technical Requirement Compliance Matrix including proof of compliance as specified in Table 1;
- (b) Documentation to support proof of compliance, which may include any or all of the following:
 - i. A system brochure that details the components and operating characteristics of the system;
 - ii. The system Operator's Manual;
 - iii. The system Maintenance Manual;
 - iv. Drawing or schematic which clearly depicts the product's dimensions and scale; and
 - v. Any additional documentation that provides product information;
- (c) One (1) sample DAAS (MULTICAM®) that fully represents the final product being proposed by the Offeror;
- (d) A complete list of all optional supporting items available for the DAAS (e.g., pouches, front/rear panels, etc.) that will be included in the Contract for optional procurement. A complete description including a picture (e.g., brochure, product catalogue, etc.) and a sample of each item must be provided. The intent is to get the catalogue of support items from each Offeror; however, the list must include the following as a minimum (MULTICAM® in color unless specified otherwise):
 - i. Gun Belt as follows:
 - a. Web belt with front buckle;
 - b. External MOLLE to permit attachment of holster, ammunition pouches, etc.; and
 - c. Coyote and/or MULTICAM® in color;
 - ii. Ammunition pouches as follows:
 - a. 9 mm - Single and Double;
 - b. 5.56 mm - Single and Double;
 - c. 7.62 mm - Single and Double;

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- d.

Combination Open Top (one (1) magazine of each) as follows:

1.

9 mm/5.56 mm;

2.

9 mm/7.62 mm;

e.

SAW 5.56 mm (200 round drum);

f.

Shotgun ammo (minimum nine (9) rounds);

g.

Fragmentation grenade pouch;

h.

40 mm round pouch; and

i.

Flash-Bang pouch;

iii.

General purpose pouches as follows:

a.

Dump Pouch;

b.

Medical Pouch;

c.

Admin Pouch;

d.

Radio Pouch (MBITR);

e.

Individual Equipment Carrier;
- iv.

Zip-On panels as follows:

a.

Pouch attachment panel;

b.

MOLLE panel; and

c.

Day-pack panel;

v.

Side-plate carrying pouch set (Left/Right);

(e)

DAAS spares parts, as recommended by the Manufacturer, to support the DND trials at Stage II.

For offers that are determined to be compliant, the DAAS sample will be included as part of the deliverables for the Stage I contract. For offers that are deemed non-compliant, the DAAS sample will be returned upon completion of the evaluations. For all offers, the optional supporting item samples will be returned upon completion of the evaluations.

A1.3 Test Results

Where Test Results are required as part of the Proof of Compliance, they must:

- (a)

Be for the model offered or be for a previous model which the model offered is based upon, and include a detailed explanation why the results are valid for the model offered; and
- (b)

Be signed on each page by the technical authority that completed the testing.

Note: Test results may include the test data and summary, or just the summary confirming the system passed the tests.

A1.4 Mandatory Technical Requirements Evaluation

DND will assemble a Technical Evaluation Team (which may include contractors) who will evaluate the proposals in accordance with the Mandatory Requirements in Table 1. The evaluation will be based upon the supplied information and a visual/physical examination of the sample. All Mandatory Technical Requirements must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the Mandatory Technical Requirements may also deem the bid non-compliant. For bids that fail to meet the mandatory requirements, the sample provided will be returned after completion of the evaluation process. The 2 Phased bid evaluation process applies to all Mandatory Technical Requirements in Table 1.

Table 1: Mandatory Technical Requirement Compliance Matrix

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
1	N/A	<u>Expertise and Proven Design</u> The Offeror must be an experienced military load carrying equipment manufacturer by having been in the business of developing, manufacturing and/or selling body armour carrying systems for a minimum of five (5) years and having sold a minimum of two hundred (200) direct action assault systems to an American, British, Canadian, Australian or New Zealand (ABCA) military force in the last five (5) years from the solicitation closing date.	The Offeror must provide: (1) Details of work experience demonstrating their experience of manufacturing military load carrying equipment for a minimum of five (5) years; AND (2) Contract number(s), award dates, model and quantities delivered that demonstrates sales of a minimum of two hundred (200) DAAS to an ABCA military force in the last five (5) years. Cumulative sales over multiple contracts is acceptable. Where the Offeror is an authorized supplier of load carrying equipment, the sales of the manufacturer may be used to demonstrate compliance.	Yes / No	

OPERATIONAL PERFORMANCE REQUIREMENTS				
Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)
2	2.1.1	<p><u>Operational Concept</u></p> <p>The DAAS must:</p> <p>(a) Be comprised of a light-weight, modular, adjustable soft load carrying vest with front and rear ballistic plate pockets that acts as a carrier for removable components including side ballistic plate pouches, multi-use pouches (e.g., magazines, grenades, radios, etc.), front/rear removable panels, and attachment points for additional ballistic components to protect extremities (e.g., deltoids, groin, collar, etc.); and</p> <p>(b) Have a modular design that is scalable, thereby permitting the operator to task tailor the system to the requirement as follows:</p> <p>i. Full-Up Configuration - Load carrying vest containing ballistic chest and back plates, ballistic side plates, extremity ballistic components, and user-configured pouches/panels required for the specific mission;</p> <p>ii. Minimum Configuration - Load carrying vest (i.e., no ballistic plates or extremity protection) as a load carriage system with user-configured pouches/panels required for the specific mission; and</p> <p>iii. Intermediate Configurations - The Minimum Configuration with the addition of other system components up to the Full-Up Configuration.</p>	<p>The Offeror must provide Written Confirmation by circling "Yes" that the DAAS is comprised of a light-weight, adjustable soft load carrying vest with a modular design as specified in Section 2.1.1 of Annex D.</p> <p>DND will visually inspect the sample provided with the offer to confirm compliance.</p>	Yes / No

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Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
3	2.1.2	<p><u>Materials</u> With the exception of the ballistic plates, which will be provided by DND after delivery of the DAAS, all material (e.g., fabric, MOLLE webbing, fasteners, closures, cords, padding, etc.) must:</p> <p>(a) Be sourced and supplied by the vendor; (b) Resist degradation in a humid environment in accordance with STANAG 4370 and AECTP 300; (c) Support cleaning by wipe down with mild soap and water and a cloth or soft brush; (d) Be constructed from non-hygroscopic materials, or be treated to be non-hygroscopic, to prevent retention of water when submerged; and (e) Be constructed from hydrophobic materials, or have a hydrophobic treatment, for resistance in accordance with STANAG 4370 and AECTP 300 to:</p> <p>i. Fungus and mold; ii. Perspiration stain; and iii. Liquid petroleum products including: gasoline, diesel, avgas, kerosene, diethyl-meta-toluamide (DEET), and oil.</p>	<p>The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS is compliant with the material requirements specified in Section 2.1.2 of Annex D.</p>	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
4	2.1.3	<u>Sizing</u> The DAAS must be available in sizes and/or permit adjustment to fit the 5 th to 95 th percentile male in accordance with DRDC-RDDC-2015-R186 2012 as follows: (a) Chest Circumference: 92-122.5 cm (36.2-48.2 in); and (b) Waist Circumference: 78.8-119.1 cm (31-46.9 in).	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS is available in the sizes as specified in Section 2.1.3 of Annex D.	Yes / No	
5	2.1.4	<u>Color</u> The exterior surface of the DAAS (i.e., load-carrying vest, webbing, straps, etc.) must: (a) Be printed with the MULTICAM® camouflage pattern or be a coyote brown color where it is not practical to print a component in MULTICAM®; (b) Be available in other colors (e.g., black, tan, alternate camouflage patterns, etc.) as an option; (c) Be of a low-gloss design when the material is either dry or wet; and (d) Not have any florescent colors incorporated into any part of the design.	The Offeror must provide: (1) Technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS is compliant with the color requirements specified in Section 2.1.4 of Annex D; AND (2) A list of other colors that are available as an option to MULTICAM®.	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
6	2.1.5	<p><u>Environmental</u></p> <p>The DAAS must:</p> <p>(a) Operate under the climatic conditions A1 to A3, B1 to B3 and C1 to C3, as described in MIL-STD-810G within the following environmental conditions:</p> <ul style="list-style-type: none"> i. Temperature: -51°C to +49°C; ii. Humidity: Up to 100%; iii. Precipitation including rain, snow, hail and freezing rain; iv. Desert sand; v. Salt and fresh water spray; vi. Fog and salt fog; and vii. Vibrations due to ground vehicles, naval vessels and aircraft; <p>(b) Resist degradation due to damage to the fabric surface and seams including cuts and abrasions accumulated over a period of not less than six (6) months in these operational environments.</p>	<p>The Offeror must provide:</p> <p>(1) Results of performance tests that confirm the DAAS operates in the environmental condition as specified in Section 2.1.5(a) of Annex D. Results may be from in-house tests or from a third party test facility;</p> <p>AND</p> <p>(2) Written Confirmation by circling "Yes" that the DAAS resists degradation as specified in Section 2.1.5(b) of Annex D.</p>	Yes / No	
7	2.1.6	<p><u>Parachute Compatibility</u></p> <p>The DAAS must be compatible with parachute harness systems to permit the operator to conduct low and high altitude parachute operations while wearing the DAAS in minimum to full-up configuration.</p>	<p>The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS is compatible with parachute harness systems as specified in Section 2.1.6 of Annex D.</p>	Yes / No	

TECHNICAL REQUIREMENTS					
Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
8	2.2.1	Common Requirements The DAAS, in its entirety, must:			
	(a)	Consist of the following components: i. Front and rear ballistic plate bags; ii. Reinforced non-slip adjustable length shoulder straps; and iii. Adjustable side closures;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS consists of the components specified in Section 2.2.1(a) of Annex D.	Yes / No	
	(b)	Have a weight (DAAS only, no ballistic plates or other attachments) of no more than 1 kg (2.2 lbs) for all sizes;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS has a weight as specified in Section 2.2.1(b) of Annex D.	Yes / No	
	(c)	Be constructed of durable light-weight material that: i. Does not interfere with the user's ability to shoot, move or communicate; ii. Has a design life span of at least five (5) years with normal wear and use; and iii. Designed to minimize catching of any mechanism used by the operator to close or adjust the DAAS on foreign objects;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS is constructed as specified in Section 2.2.1(c) of Annex D.	Yes / No	
	(d)	Have a method of closing that: i. When donned, holds the ballistic components secure for prolonged periods of continuous use; and ii. Permits rapid removal in no more than two (2) steps (e.g., release side strap(s), pull over head or quick-release shoulder straps);	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS has a method of closing as specified in Section 2.1.2(d) of Annex D.	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
	(e)	Remain stable during conduct of prolonged rigorous activities (e.g., kneeling, adopting the prone position, hand to hand combat, overcoming obstacles, mount/dismount vehicles, carrying heavy loads, etc.);	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS remains stable during conduct of prolonged rigorous activities as specified in Section 2.2.1(e) of Annex D.	Yes / No	
	(f)	Provide comfort to the user as follows: i. Utilize padding and ventilation panels where possible; and ii. Not have any sharp edges or produce pressure points on the body;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS provide comfort as specified in Section 2.2.1(f) of Annex D.	Yes / No	
	(g)	Be constructed to minimize stress to corner and side seams;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS is constructed to minimize stress to corner and side seams as specified in Section 2.2.1(g) of Annex D.	Yes / No	
	(h)	Not require maintenance that is more complex than regular visual inspection.	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS does not require maintenance that is more complex than regular visual inspection as specified in Section 2.2.1(h) of Annex D.	Yes / No	
9	2.2.2	Front and Rear Ballistic Plate Bags The DAAS front and rear ballistic plate bags must:			
	(a)	Have an outer surface constructed from a light-weight material that is robust and tear resistant (e.g., Cordura™);	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS front and rear ballistic plate bags have an outer surface as specified in Section 2.2.2(a) of Annex D.	Yes / No	

Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
(b)	Have a flush inner surface void of ridges or seams that provides a smooth and comfortable load bearing interface;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS front and rear ballistic plate bags have an inner surface as specified in Section 2.2.2(b) of Annex D.	Yes / No	
(c)	Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS front and rear ballistic plate bags do not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS as specified in Section 2.2.2(c) of Annex D.	Yes / No	
(d)	Minimize chaffing in areas where it may be in contact with the skin (such as the neck), or have bolsters of a soft material (such as fleece) in these areas;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS minimizes chaffing as specified in Section 2.2.2(d) of Annex D.	Yes / No	
(e)	Include a combination of MOLLE/PALS and loop fastener on the outer surface to permit attachment of peripherals (i.e., pouches, panels, etc.);	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS has MOLLE/PALS and loop fastener on the outer surface as specified in Section 2.2.2(e) of Annex D.	Yes / No	
(f)	Be designed to fit standard ESAPI ballistic plates (sizes S, M, L and XL);	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS front and rear ballistic plate bags are designed to fit standard ESAPI ballistic plates as specified in Section 2.2.2(f) of Annex D.	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
	(g)	Have sides and back made from a stretchable material to permit use of non-standard or custom ballistic plates similar in size to the ESAPI plates;	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS front and rear ballistic plate bags have sides and back made from a stretchable material as specified in Section 2.2.2(g) of Annex D.	Yes / No	
	(h)	Completely encase the ballistic plates such that the plates are not externally visible;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS completely encase the ballistic plates as specified in Section 2.2.2(h) of Annex D.	Yes / No	
	(i)	Permit the removal and reinsertion of the ballistic plates by the user;	The Offeror must provide Written Confirmation by circling "Yes" that the DAAS permits the removal and reinsertion of the ballistic plates by the user as specified in Section 2.2.2(i) of Annex D.	Yes / No	
	(j)	Have a front ballistic plate bag as follows: i. Attachment points for the front part of the adjustable shoulder straps; ii. Have a hook and loop fastener system that works in conjunction with the side closure system to adjust the circumference around the torso; iii. Have vertical loops on each side to permit attachment to a chest rig; and iv. Have an attachment point for ballistic groin protection;	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS has a front ballistic plate bag as specified in Section 2.2.2(k) of Annex D.	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
	(k)	Have a rear ballistic plate bag as follows: i. Attachment points for the rear part of the adjustable shoulder straps; ii. Include an attachment point(s) for the side closure system; iii. Include vertical slide fasteners on either side of the bag to permit attachment of a zip-on panel; and iv. Have an integrated man-down drag strap with a capacity of at least 150 kg (330 lbs).	The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS has a rear ballistic plate bag as specified in Section 2.2.2(k) of Annex D.	Yes / No	
10	2.2.3	<p><u>Reinforced Non-Slip Adjustable Shoulder Straps</u></p> <p>The DAAS reinforced non-slip adjustable shoulder straps must:</p> <p>(a) Be constructed from light-weight fiber-reinforced material that is robust and tear resistant, and provides a non-slip interface with the shoulders;</p> <p>(b) Have a reduced (minimal) thickness at the forward part of the shoulder to permit a firm weapon stock butt to shoulder contact;</p> <p>(c) Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;</p> <p>(d) Attaches to the front and rear ballistic plate bags;</p> <p>(e) Adjustable in length over the shoulder to permit the user to set the suspension height of the ballistic plate bags in a manner that, once adjusted, the height does not change; and</p> <p>(f) Include a padded cover for comfort with integral internal routing for communications wiring management.</p>	<p>The Offeror must provide Written Confirmation by circling "Yes" that the DAAS has reinforced non-slip adjustable shoulder straps as specified in Section 2.2.3 of Annex D.</p>	Yes / No	

Item #	Annex D Ref.	Requirement	Proof of Compliance	Compliant (Circle One)	Offer Reference
11	2.2.4	<p>Adjustable Side Closures</p> <p>The DAAS side closures must:</p> <p>(a) Provide variable configurations as follows:</p> <ul style="list-style-type: none"> i. Cummerbund style designed to allow pouches to be mounted on the interior or exterior of the band; and/or ii. Strap style for minimum weight; <p>(b) Be constructed from a light-weight material that is robust and tear resistant (e.g., Cordura™);</p> <p>(c) Not have any metallic components, external markings or other components that are not necessary for the integral operation of the DAAS;</p> <p>(d) Comprise a wrap-to-front system as follows:</p> <ul style="list-style-type: none"> i. Attaches to the rear ballistic plate bag; and ii. Wraps around to the front ballistic plate bag and attaches in the front with a flexible hook and loop fastener system that is adjustable in circumference to provide flexibility and torso mobility; <p>(e) Be removable from the front and rear ballistic plate bags; and</p> <p>(f) Permit attachment of ballistic side plate pouches.</p>	<p>The Offeror must provide technical data, including that specified in Section A1.2(b) of this Appendix, and any other documentation that is required, to confirm that the DAAS has adjustable side closures as specified in Section 2.2.4 of Annex D.</p>	Yes / No	
12	2.2.5	<p><u>Label</u></p> <p>The DAAS must have an attached label that includes (as a minimum) size and washing instructions.</p>	<p>The Offeror must provide Written Confirmation by circling "Yes" that the DAAS has a label as specified in Section 2.2.5 of Annex D.</p>	Yes / No	

ANNEX “E”, APPENDIX 2, STAGE II OPERATIONAL PERFORMANCE ASSESSMENTS

A2.1 Scope

This Appendix details the Operational Performance Assessments for the DAAS which will be used in the point rated Performance Evaluation of the Offeror's DAAS.

A2.2 Aim

The aim of the Operational Performance Assessments is to evaluate the impact of the DAAS on operator mobility, operational effectiveness and overall performance while conducting mission specific tasks. The trials will consider both the operator's ability to effectively conduct tasks while wearing the DAAS with in-service equipment and garments, and their overall physical comfort and mobility.

A2.3 Contractor Participation

The information provided in this Annex is for information purposes only. The trials will be conducted by DND without any support required from the Contractors that supply the equipment to be evaluated. The Contractors will not be permitted to witness any portion of the tests and evaluations.

A2.4 Operational Performance Assessment Plan

The Operational Performance Assessments will be conducted in accordance with the details in the following sections.

A2.4.1 General

The Operational Performance Assessment trials are task-based and will evaluate the participant's ability to effectively conduct these tasks while wearing the DAAS. Trial staff will conduct and 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.

A2.4.2 Participants

The participants conducting the trials will be familiar with the use and wearing of a body armour carrier in the operational environments for which it is designed. The participants will be selected based on their specialty skill sets, with the selection covering the size range of the DAASs in order to provide a representative sample of the end-user community. Up to ten (10) participants will complete the trials, with a minimum of six (6) completing each of the tests. Each participant will conduct the trials with each of the Offeror's DAASs such that each participant can provide feedback on all of the Offeror's DAASs. Each participant must complete all tasks within the specific test for all DAASs under evaluation. Should a participant become incapacitated or unavailable to complete the test for all DAASs, 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.

A2.4.3 Trial Program

The Operational Performance Assessments will be conducted at a DND facility and/or a suitable private facility over a period of a number of days depending on the number of DAASs to be assessed. Each participant will be required to complete the trials wearing each DAAS to ensure that comparative measures are valid. DAASs will be trialed in a random order of Bidders and no more than two (2) separate Bidders will be trialed by a participant on the same day, with the exception of Initial Fit where several DAASs may be fit on the same day. Rest periods will be included in the trial program to eliminate the bias of physical exhaustion from the assessment process. Additional days will be allocated in case of inclement weather that would affect the outcome of the trials. For each trial, participants will wear Canadian Armed Forces (CAF) issued equipment as required for the specific task which could include clothing, boots, bump cap/field cap, ear and eye protection, helmet, climbing harness, shooting gloves and a weapon (C8 with sling).

A2.4.4 User Rating

Participants will provide task evaluations at the completion of various activities for each DAAS, which will be recorded on the Trial Questionnaire forms as follows:

- (a) Appendix 3 - Initial Fit, Compatibility and Range of Motion Questionnaire; and d
- (b) Appendix 4 - Trial Questionnaire - Operational Task Effectiveness.

The participant evaluations will be captured by individual ratings of various criteria using a non-biased approach to collecting user perception. A 7-point (Likert) scale will be used to provide a clear and understandable quantification of the participants' perceptions of Acceptability in a controlled manner. Some tests, as designated on the individual Trial Questionnaires, are assigned a higher weight. The scale is defined as follows:

7-Point Acceptability Scale

Assessment Scale	Description	Score
Completely Unacceptable	The DAAS did not meet any requirements for the task and had severe limitations that would prevent the operator from completing the task.	0
Reasonably Unacceptable	The DAAS met the minimal requirements for the task and had some limitations that may prevent the operator from completing the task.	1
Barely Unacceptable	The DAAS met some of the requirements for the task and performed in a manner that that may prevent the operator from completing the task.	2
Borderline	The DAAS met some of the requirements for the task and performed in a manner that would permit the operator to complete the task with significant limitations on range of use.	3
Barely Acceptable	The DAAS met most of the requirements for the task and performed in a manner that would permit the operator to complete the task with few limitations on range of use.	4
Reasonably Acceptable	The DAAS met most of the requirements for the task and performed well in the hands of the operator with only minor limitations.	5
Completely Acceptable	The DAAS met or exceeded all requirements for the task and performed in every way expected by the operator.	6

A2.4.5 Activities and Procedures

The trial activities are based upon operational related tasks performed by operators. The details of the trials and the data collection procedures are detailed in the following sections.

A2.4.5.1 Part I - Initial Fit, Compatibility and Range of Motion

The participants will complete the following:

- (a) Prior to the commencement of the trials, the following measurements will be recorded for each participant in the Initial Fit and Range of Motion questionnaire at Appendix 3:
 - i. Chest Circumference: The maximum horizontal circumference of the chest at the fullest part of the breast;
 - ii. Waist Circumference: The horizontal circumference of the waist at the level of the naval; and
 - iii. Shoulder Width: The distance between the right and left acromion landmarks at the tips of the shoulder;

-
- (b) Test 1A - Initial Fit: The participants will don and adjust the DAAS in accordance with the guidance provided in the user manual. The participants will then evaluate the fit of the DAAS by completing the Initial Fit section of the Initial Fit, Compatibility and Range of Motion questionnaire at Appendix 3. The assessment takes into account the following:
- i. Fit Sizing – Rate the fit of the DAAS including the adjustability of the system to the individual user;
 - ii. Fit Coverage – Rate the fit coverage of the DAAS system and its ability to provide protection to the user; and
 - iii. Comfort/Initial Mobility – Rate the overall physical comfort and initial mobility (range of motion, flexibility, etc.);
- (c) Test 1B - Compatibility: The participants will configure the DAAS for operations including insertion/attachment of armour plates (front, rear and sides), radio(s), pouches, etc. normally worn in an operational setting. The participants will then complete the Compatibility section of the Initial Fit, Compatibility and Range of Motion questionnaire at Appendix 3;
- (d) Test 1C - Range of Motion (ROM): A series of ROM tests will be performed to quantify the effect of the DAAS on the operator's ability to functionally move. For each ROM test the participants will wear a combat uniform, boots and the DASS in the configuration at Test 1B. At the completion of the tests, the participants will complete the ROM section of the Initial Fit, Compatibility and Range of Motion questionnaire at Appendix 3. The ROM tests are as follows:
- i. Apley's Scratch Test - The Apley's Scratch Test is conducted as follows:
 - a. With a 60 cm (24 in) long rod in one hand, the participant reaches behind the back over one shoulder (as if to scratch the back) and the other arm is extended around the other side below the shoulder in order to grasp the other end of the rod;
 - b. The participant, using the rod as a guide, then brings the hands as close together as possible without using the rod for leverage, and the distance between the hands is observed; and
 - c. Repeat the test over the other shoulder;
 - ii. Stand and Reach (Horizontal) - The Stand and Reach (Horizontal) test is conducted as follows:
 - a. The participant stands directly facing a wall with feet planted on the ground behind marked tape on the wall and midline of body facing "0" on the wall;
 - b. The participant will reach across the body to the opposite side and touch the wall. This spot will be marked by the observer; and
 - c. Repeat the test over the other arm and the distance between the marks is observed;
 - iii. Trunk Lateral Flexion - The Trunk Lateral Flexion test is conducted as follows:
 - a. Place a single inclinometer at the mid-level of the thoracic vertebra using a carpenter's level as a vertical guide;
 - b. Adjust the level and inclinometer until a zero reading is observed and centered on the spine;
 - c. The participant then bends laterally to the side as far as possible and the inclinometer reading is observed; and
 - d. Repeat the test for the other side;
 - iv. Trunk Rotation - The Trunk Rotation test is conducted as follows:
 - a. Place a single inclinometer at the mid-level of the thoracic vertebra using a carpenter's level as a vertical guide;
 - b. Adjust the level and inclinometer until a zero reading is observed and centered on the spine;
 - c. The participant then rotates maximally in one direction and the inclinometer reading is observed; and
 - d. Repeat the test for the other side.

A2.4.5.2 Part II - Operational Task Effectiveness

The participants will complete a series of operational tasks to quantify the effect of the DAAS on the participant's mobility, agility and lethality. The participants will wear the DAAS, clothing suitable for the prevailing weather conditions and operational equipment specific to the task (helmet, ballistic eyewear, gloves, weapon, etc.). The trials are based upon the actual training and qualification tests used in advanced combat training and, as such, only generic descriptions of the tests are provided. The trials may not be conducted in the order detailed below and, depending on the weather conditions, not all of the tasks may be performed; however, the same tasks will be performed for each of the competing DAAS bids. The details of the trials and the data collection procedures are as follows:

- A. Test 2A - Job Specific Obstacle Course – The obstacle course drills will be completed in accordance with standard drill protocols which include a series of basic tactical movements while wearing the DAAS such as climbing, scaling, crawling, dragging, lifting, jumping, landing etc.;
- B. Test 2B - Course of Fire (COF) Drills - The Course of Fire (COF) drills will be completed in accordance with standard drill protocols which includes a series of move and shoot drills from the prone, kneeling and standing positions;
- C. Test 2C - Close Quarter Battle Drills - The Close Quarter Battle (CQB) drills will be completed in accordance with standard drill protocols which includes forced entry and room clearance in a simulated environment; and
- D. Upon completion of the drills, the participants will provide an assessment of the effect of the DAAS on the conduct of the tests by completing the Operational Task Effectiveness trial questionnaire at Appendix 4.

ANNEX "E", APPENDIX 3, INITIAL FIT, COMPATIBILITY AND RANGE OF MOTION QUESTIONNAIRE

Participant Number:	
Date:	
DAAS:	
DAAS Size:	

Participant Measurements	
Chest Circumference	_____ cm
Waist Circumference	_____ cm
Shoulder Width	_____ cm

User Assessment Scale						
0	1	2	3	4	5	6
Completely Unacceptable	Reasonably Unacceptable	Somewhat Unacceptable	Neutral	Somewhat Acceptable	Reasonably Acceptable	Completely Acceptable

TEST 1A - INITIAL FIT							
Rate the acceptability of the DAAS for the following criteria. Consider issues such as ease of putting on and taking off as well as proper fit.				User Assessment			
				☹		☺	☺
				0	1	2	3
				4	5	6	
Ability to don/doff				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appearance of fabric and stitching				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Positioning of the Ballistic Plates (Coverage)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial mobility (arms and torso) - Weight and Stability				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial Physical Comfort (Flexibility/Stiffness and Thickness)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall fit and adjustability				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Score				_____ out of 36			
Weighted Score (1A)				(Score _____/36) x 5 = _____			

TEST 1B - COMPATIBILITY							
Rate the acceptability of the DAAS for the following criteria				User Assessment			
				☹		☺	☺
				0	1	2	3
				4	5	6	
Attachment/Detachment of Pockets				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insertion of Front/Rear Ballistic Plates				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attachment of Side Plate Pockets and Insertion of Side Ballistic Plates				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accessibility to Under Garment Pockets				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Removal				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stock Weld to Shoulder (Prone, Kneeling and Standing)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheek Weld (Prone, Kneeling and Standing)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Score				_____ out of 42			
Weighted Score (1B)				(Score _____/42) x 10 = _____			

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TEST 1C - RANGE OF MOTION							
Rate the DAAS for ROM in the following tests:				User Assessment			
	☹			☺			☺
	0	1	2	3	4	5	6
Apley's Scratch Test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stand and Reach - Horizontal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trunk Lateral Flexion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trunk Rotation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Score				_____ out of 24			
Weighted Score (1C)				(Score _____/24 x 10 = _____)			
Total Score (Weighted Score 1A+1B+1C)				_____ out of 25			

Comments:

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ANNEX "E", APPENDIX 4, TRIAL QUESTIONNAIRE - OPERATIONAL TASK EFFECTIVENESS

Participant Number:	
Date:	
DAAS:	
DAAS Size:	

User Assessment Scale						
0	1	2	3	4	5	6
Completely Unacceptable	Reasonably Unacceptable	Somewhat Unacceptable	Neutral	Somewhat Acceptable	Reasonably Acceptable	Completely Acceptable

OPERATIONAL PERFORMANCE ASSESSMENTS SCORING										
Rate the acceptability for each criteria.				User Assessment						
				⊖		⊕	😊			
				0	1	2	3	4	5	6
2A - JOB SPECIFIC OBSTACLE COURSE DRILLS										
Overall stability and fit during Job Specific Obstacle Course Drills				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2B - COURSE OF FIRE DRILLS										
Overall usefulness during Course of Fire Drills				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shooting from the standing position				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shooting from the kneeling position				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shooting from the prone position				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2C - CLOSE QUARTER BATTLE DRILLS										
Overall effectiveness during Close Quarter Battle Drills				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL ASSESSMENT										
Integration with protective equipment				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ease of access to pockets – ability to open with gloves on				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closures remain closed during tasks				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adjustability throughout tasks				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical comfort – i.e. pressure points, chaffing from fabric/stitching/closures, etc.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Score				_____ out of 66						
Weighted Score				(Score _____/66) x 50 = _____						
Total Score				_____ out of 50						

Comments:

ANNEX “F”, INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "G", NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6399-22LI63/001/KIN between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No. W6399-22LI63/001/KIN

Signature

Date

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ANNEX “H” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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

ANNEX "I" to PART 5 OF THE REQUEST FOR STANDING OFFERS**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- () B1. The Offeror is not a Joint Venture.

OR

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

ANNEX “J”, ADDITIONAL CERTIFICATION INFORMATION**1. Board of Directors**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Suppliers are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

