

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St./ 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government**  
**Services Canada**

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

**Proposition aux: Travaux Publics et Services**  
**Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Swimmer Propulsion System	
<b>Solicitation No. - N° de l'invitation</b> W6399-140100/A	<b>Date</b> 2014-06-13
<b>Client Reference No. - N° de référence du client</b> W6399-140100	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-707-65259	
<b>File No. - N° de dossier</b> pr707.W6399-140100	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-07-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Elder, Sylvie	<b>Buyer Id - Id de l'acheteur</b> pr707
<b>Telephone No. - N° de téléphone</b> (819) 956-3830 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

W6399-140100/A

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

W6399-140100

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

## **TABLE OF CONTENTS**

### **SWIMMER PROPULSION SYSTEM**

#### **PART 1 - GENERAL INFORMATION**

1. SECURITY REQUIREMENT
2. STATEMENT OF REQUIREMENT
3. DEBRIEFINGS
4. TRADE AGREEMENTS

#### **PART 2 - BIDDER INSTRUCTIONS**

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. BID PREPARATION INSTRUCTIONS

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

1. EVALUATION PROCEDURES
2. BASIS OF SELECTION
3. CONTRACT FINANCIAL SECURITY
4. SECURITY DEPOSIT DEFINITION

#### **PART 5 - CERTIFICATIONS**

1. CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

#### **PART 6 - RESULTING CONTRACT CLAUSES**

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
4. TERM OF CONTRACT
5. AUTHORITIES
6. PAYMENT
7. INVOICING INSTRUCTIONS
8. CERTIFICATIONS
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. DEFENCE CONTRACT
12. SACC MANUAL CLAUSES
13. MATERIALS: CONTRACTOR TOTAL SUPPLY
14. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS
15. PLANT CLOSING
16. PLANT LOCATION
17. SUBCONTRACTOR(S)
18. OVERSHIPMENT
19. QUALITY PLAN
20. POST CONTRACT AWARD MEETING
  
21. PRODUCTION SAMPLE
22. FINANCIAL SECURITY

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

**LIST OF ANNEXES**

ANNEX A - STATEMENT OF WORK FOR THE SWIMMER PROPULSION SYSTEM

ANNEX B - PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE SWIMMER PROPULSION SYSTEM

ANNEX C - BASIS OF PAYMENT

ANNEX D- SPARE PARTS FOR THE SWIMMER PROPULSION SYSTEM

ANNEX E - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

ANNEX F- PHASE 1 BID REQUIREMENTS

ANNEX G- COMPATIBILITY ASSESSMENT

ANNEX H- COMPATIBILITY ASSESSMENT TRIAL QUESTIONNAIRE

Solicitation No. - N° de l'invitation

W6399-140100/A

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

W6399-140100

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

## **SWIMMER PROPULSION SYSTEM**

### **PART 1 - GENERAL INFORMATION**

#### **1. SECURITY REQUIREMENT**

There is no security requirement associated with this bid solicitation.

#### **2. REQUIREMENT**

The "Requirement" is detailed under the Annexes A to D of the resulting contract clauses.

#### **3. DEBRIEFINGS**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **4. TRADE AGREEMENTS**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **PART 2 - BIDDER INSTRUCTIONS**

#### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

#### **2. SUBMISSION OF BIDS**

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

#### **3. ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. APPLICABLE LAWS**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. BID PREPARATION INSTRUCTIONS**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (3 hard copies)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

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

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

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

To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

#### **Section I: Technical Bid**

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr707

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

W6399-140100

File No. - N° du dossier

pr707W6399-140100

CCC No./N° CCC - FMS No/ N° VME

In their technical bid, bidders must explain and demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate in a thorough concise and clear manner their capability for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that the bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The documentation provided with the bid has to be type written and be in either electronic (PDF or WORD) or hard copy format.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex C. The total amount of Applicable Taxes must be shown separately.

### **1.1 Exchange Rate Fluctuation**

C3011T      2013/11/06      Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **2. Price support**

Upon request from the Contracting Authority, bidders must also provide one or more of the following price supports for their recommended spare parts list;

- a) a current published price list indicating the percentage discount available to Canada; or
- b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Canada.

### **3. SACC MANUAL CLAUSE**

A9033T 2012-07-16 Financial Capability

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

### **1. EVALUATION PROCEDURES**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada which may include Contractors will evaluate the bids.

(c) The evaluation will be conducted in phases

Phase I : Mandatory Criteria Screening

Phase II : Compatibility Assessment (trial)

Phase III: Costing and best value determination

## 1.1 **TECHNICAL EVALUATION**

### 1.1.1 MANDATORY TECHNICAL CRITERIA

#### PRE-AWARD SAMPLES AND SUPPORTING DOCUMENTATION

##### **Phase 1 : Mandatory Criteria Screening**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, the following items **must be provided with the bid** at time and place of bid closing. The brochure and manuals submitted by the bidder will remain the property of Canada.

- (a) A complete Compliance Matrix including proof of compliance, Copies of contracts and Written Attestations as specified in Annex F table 1. For the purpose of this Request For Proposal a Written Attestation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 1, in Annex F. Canada reserves the right to verify the statements made in the Written Attestations; and
- (b) A system brochure with diagrams or pictorials that details the components of the system; and
- (c) The system Operator's Manual; and
- (d) The system Maintenance Manual; and
- (e) The recommended spare parts list (format as per Annex D) .

The proposal will be evaluated in accordance with the Mandatory Requirements in Table 1 of Annex F. The evaluation will be conducted on the supplied information only. All mandatory criteria must be met or the bid will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant. Even if a bid fails to meet as few as one mandatory criterion that bid will be non-compliant and will be given no further consideration. Only compliant Bidders will proceed to Phase II.

##### **Phase II : Compatibility Assessment (trial)**

**As part of the technical evaluation the following will be required after the bid closing date upon a written request from PWGSC.**

- (a) Two (2) samples of the Swimmer Propulsion System with all the accessories.

**The Swimmer Propulsion Systems provided for the evaluation will remain in the possession of Canada and may be retained for up to 60 days after contract award.**

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the bid submitted. Rejection of the pre-award samples will result in the bid being declared non responsive.

The Bidder must deliver the required pre-award samples at no charge to Canada and must ensure that it is received within ten (10) working days of the request from the Contracting Authority.

Failure to submit pre-award samples on the date and time and at the location specified will result in the bid being declared non-responsive.

Solicitation No. - N° de l'invitation

W6399-140100/A

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

W6399-140100

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

DND will conduct a compatibility assessment of each Swimmer Propulsion System to determine compatibility with current in-service body-worn swimming/diving equipment and accessories as detailed in Annex G

The Compatibility Assessment is designed to assess operator mobility, survivability and lethality while wearing the Swimmer Propulsion System. The trials are task-based and are focused on the operator's ability to effectively conduct these tasks and their perceived physical comfort and usability of the Swimmer Propulsion System in combination with the in-service accessories.

The Swimmer Propulsion System shall be compatible with all assessed equipment and operational tasks to be found compliant. The Swimmer Propulsion Systems will be assessed for Equipment Attachment and Equipment Functionality. Equipment functionality is considered more critical and is assigned a weighting factor of three (3).

A minimum score of one hundred ninety (190) out of two hundred fifty-two (252) available points must be obtained to be deemed compliant. Only compliant Bidders will proceed to Phase III.

## **1.2 FINANCIAL EVALUATION**

### **1.2.1 MANDATORY FINANCIAL CRITERIA**

a. The Bidder must submit firm unit price in Canadian dollars, applicable taxes are excluded, DDP 200 km from the National Capital Region Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included..

b. The Bidder must submit pricing for the item including option and "as and when requested" quantities (spare parts).

Prices for three years of spare parts must be included with the bid (Annex D) but will not be part of the financial evaluation.

## **2. BASIS OF SELECTION**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

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

### **Phase III : Costing and Best Value Determination**

Once the Compatibility Score has been determined for each Mandatory compliant bid 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, and is determined using the "highest combined rating of technical merit and price" contractor selection method. Details on the scoring system used to obtain the Technical Merit Score, Price Score and Total Score are provided in following sections.

### **Technical Merit Score**

The Compatibility Score for each proposal will be multiplied by 100/ (Maximum Compatibility Score) in order to obtain the Technical Merit Score (out of 100), as follows:

$$\text{Technical Merit Score} = \text{Compatibility Score} \times 100 / \text{Maximum Compatibility Score}$$

**Price Score**

The proposal price is the sum of all costs associated with the procurement of the Swimmer Propulsion Systems for the mandatory and all optional deliveries (Annex C). The lowest price of the compliant proposals becomes the standard by which the remainder of the proposal's are evaluated. Each proposal is evaluated by taking the lowest proposal price and dividing it by the price of the proposal being evaluated, then multiplying this ratio by 100 in order to get a score out of 100, as follows:

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

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

**Best Value Determination**

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

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

The bid proposal that receives the highest total score will be recommended for Contract Award.

**3. CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

**4. SECURITY DEPOSIT DEFINITION**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

(a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (i) will make a payment to or to the order of Canada, as the beneficiary;
  - (ii) will accept and pay bills of exchange drawn by Canada;
  - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

#### **1.1 CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

##### **1.1.1 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION**

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **1.1.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC)-Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract 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, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **1.1.3 SAMPLE AND PRODUCTION CERTIFICATION**

The Bidder certifies that:

( ) the manufacturer that produced the pre-award samples will unchanged for the production sample and full production of the contract quantity.

( ) the product for which written attestations were issued are the same product used in the bid submission, pre-award samples , production sample used in the bid submission, pre-award samples, production sample as applicable.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. SECURITY REQUIREMENT**

There is no security requirement applicable to this Contract.

### **2. REQUIREMENT**

The Contractor must provide the items detailed under the "Requirement" at Annexes A to D.

### 3. **STANDARD CLAUSES AND CONDITIONS**

All instructions, 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.

#### 3.1 **General Conditions**

2010A (2014/03/01), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

### 4. **TERM OF CONTRACT**

#### 4.1 **Delivery Date**

##### 4.1.1 **Delivery Required (Desirable) - Firm Quantity**

All firm deliverables are requested complete by 31 October 2014.

##### **Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_\_ calendar days from the date of the written notice of approval of production sample. The quantity delivered must be \_\_\_\_\_ each. The balance must be delivered at the rate of \_\_\_\_\_ each weekly after the first delivery until completion of the Contract.

##### **Delivery - Option Quantity**

The delivery of the option quantity must commence within \_\_\_\_\_ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be \_\_\_\_\_ each. The balance must be shipped at a rate of \_\_\_\_\_ each weekly after the first delivery until completion of the option quantity.

##### 4.1.2 **Preparation for Delivery**

The Contractor must prepare item numbers 1 and 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

##### 4.1.3 **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".

##### 4.1.4 **Shipping Instructions - Delivery at Destination**

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

- (a) Delivered Duty Paid (DDP) 200 km from the National Capital Region Incoterms 2000 for shipments from commercial contractor.

#### 4.2 **SACC Manual Clauses**

D5510C	2012/07/16	Quality Assurance Authority (DND) - Canadian-based Contractor
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)
D5604C	2008/12/12	Release Documents (DND) - Foreign-based Contractor
D5605C	2010/01/11	Release Documents (DND) - United States-based Contractor

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor  
D6010C 2007/11/30 Palletization

## 5. **AUTHORITIES**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Sylvie Elder  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-3830 Facsimile: 819-956-5454  
E-mail address: sylvie.elder@tpsgc-pwgsc.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.

### **5.2 Technical Authority**

The Technical Authority for this Contract is:

#### **Mailing/Shipping Address**

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Attn: \_\_\_\_\_(to be advised at contract)

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 Technical Authority, however the Technical Authority has no authority to authorise 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.

### **5.3 Procurement Authority**

The Procurement Authority for the Contract is:

Department of National Defence  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Attn: DLP \_\_\_\_\_(to be advised at contract)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### 5.4 Contractor's Representative

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. PAYMENT

### 6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex C 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.

### 6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

C2000C 2007/11/30 Taxes - Foreign-based Contractor

## 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) The original and one (1) copy must be forwarded to the following address for certification and payment :

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attn: DLP \_\_\_\_\_

Email: \_\_\_\_\_ (to be inserted at contract award)

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

**7.1 Release Documents - Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_ (to be inserted at contract award)

- (e) One (1) copy to the Quality Assurance Representative;
- (f) One (1) copy to the Contractor; and
- (g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca

**8. CERTIFICATIONS****8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant

to the default provision of the Contract, to terminate the Contract for default.

**8.2 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.

**8.3 SACC Manual Clauses**

A3060C 2008/05/12 Canadian Content Certification

**9. APPLICABLE LAWS**

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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

**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 Articles of Agreement;
- b) the general conditions 2010A (2014/03/01), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Work for the swimmer propulsion system;
- d) Annex B, Performance and technical specification for the swimmer propulsion system;
- e) Annex C, Basis of Payment;
- f) Annex D, spare parts for swimmer propulsion system;
- g) Annex E Federal Contractors Program for Employment Equity - Certification;
- h) the Contractor's bid dated \_\_\_\_\_

**11. DEFENCE CONTRACT**

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

**12. SACC MANUAL CLAUSES**

- C2610C 2007/11/30 Customs Duties - DND - Importer
- C2611C 2007/11/30 Customs Duties - Contractor Importer
- C2800C 2013/01/28 Priority Rating
- C2801C 2011/05/16 Priority Rating - Canadian-based Contractors
- C2000C 2007/11/30 Taxes-Foreign Based Contractor

**13. MATERIALS: CONTRACTOR TOTAL SUPPLY**

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

**14. 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 of the Design Change/Deviation form DND 672 and forward one (1) copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorised 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.

**15. PLANT CLOSING**

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

**2014-2015**

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

**2015-2016**

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

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr707

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

W6399-140100

File No. - N° du dossier

pr707W6399-140100

CCC No./N° CCC - FMS No/ N° VME

**2016-2017**

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

**2017-2018**

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

**2018-2019**

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

**16. PLANT LOCATION**

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

**17. SUBCONTRACTOR(S)**

The following subcontractor(s) will be utilised 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 utilised without the written permission of Canada.

**18. OVERSHIPMENT**

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

**19. QUALITY PLAN**

No later than 30 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of precontract negotiations.

**19.1 Quality Assurance Program**

The Contractor must:

- (a) Establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or equivalent quality system model during performance of this contract; and
- (b) Conduct Quality Conformance Inspections and Tests during manufacture in accordance with the Contractor'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

Solicitation No. - N° de l'invitation

W6399-140100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr707

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

W6399-140100

File No. - N° du dossier

pr707W6399-140100

CCC No./N° CCC - FMS No/ N° VME

representative(s) to witness production acceptance testing for all systems (mandatory and optional deliveries). DND will provide a minimum of two (2) weeks' notice of a Quality Assurance visit.

### **19.2 Configuration Control**

The Contractor 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 Swimmer Propulsion Systems delivered must have the same product baseline and support interchangeability/interoperability of parts.

### **19.3 Warranty Repair**

The Contractor must provide a warranty on the Swimmer Propulsion Systems against material defects and workmanship, including parts and labor, at no additional cost to DND in accordance with the Contractor's standard warranty provisions for a minimum of two (2) years. During the warranty period, the Contractor must provide a new component if a failed Swimmer Propulsion System component cannot be repaired and returned to DND.

### **20. POST CONTRACT AWARD MEETING**

The Design Authority or his delegated representatives at National Defence Headquarters and the applicable DND Quality Assurance Representative (DNDQAR) must be afforded access to the Contractor's plant and all other premises where pertinent processes are being performed, on the same basis as afforded the representative of National Defence Headquarters, DGQA.

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 Technical Authority, DNDQAR, DND project Authority, Contracting Authority and the DND Procurement 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.

### **21. PRODUCTION SAMPLE**

1. The Contractor must take a production sample of the swimmer propulsion system from the first production run and provide it to the Technical Authority, for acceptance within 30 calendar days from the start of the production.
2. Rejection by the Technical Authority of the production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
3. If the production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
5. In addition to providing the production sample, the Contractor must provide a copy of the Certificates of Conformity, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
6. The production sample submitted by the Contractor will remain the property of Canada.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.

8. The Contractor must not continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the production sample(s) is/are fully acceptable or conditionally acceptable. Any production of items before production sample acceptance will be at the sole risk of the Contractor.

9. The production sample may not be required if the Contractor is currently in production. The request for waiver of production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

## **22. FINANCIAL SECURITY**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

(i) be considered to have irrevocably abandoned the Work; and

(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period

**ANNEX A  
STATEMENT OF WORK  
FOR THE SWIMMER PROPULSION SYSTEM**

### 1.1 Purpose

The purpose of this statement of work is to describe the scope and requirements for the provision of commercial off-the-shelf Swimmer Propulsion Systems to the Department of National Defence (DND).

### 1.2 Background

DND has a requirement for a body-worn hands-free operation swimmer propulsion system to support training and operations in the Maritime environment. The equipment will be referred to as the Swimmer Propulsion System.

### 1.3 Applicable Documents

The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work 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 work, then the contents of this statement of work shall take precedence.

- MIL-HDBK-61A (SE) Configuration Management Guidance (copy available upon request)

### 1.4 Acronyms

DND	Department of National Defense
ISO	International Standards Organization
NATO	North Atlantic Treaties Organization
NCAGE	NATO Commercial and Government Entity

## 2.0 **DELIVERABLES**

The Contractor shall deliver the following:

- (a) Quantity forty (40) Swimmer Propulsion Systems in accordance with the Performance and Technical Specifications at Annex B;
- (b) Operator/Maintenance Manuals in accordance with Section 2.1 ; and
- (c) A complete Parts List for the Swimmer Propulsion System (in electronic format, MS Word or MS Excel) including the following for each item:
  - i. Item Name;
  - ii. NCAGE Code;
  - iii. NATO stock number (where available);
  - iv. Manufacturer Part Number;
  - v. Shelf Life (if applicable); and
  - vi. Proposed quantity.

### 2.1 Operator/Maintenance Manuals

The Contractor shall provide manuals, in English, to DND as follows:

- (a) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Operators Manual with each Swimmer Propulsion System that includes:
  - i. A physical and functional description of the Swimmer Propulsion System and all incorporated equipment and fittings;

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W6399-140100/A

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W6399-140100

pr707W6399-140100

- ii. Instructions on care, cleaning and routine maintenance;
  - iii. Usage instructions;
  - iv. Safety warnings and emergency procedures;
  - v. Troubleshooting procedures; and
  - vi. Storage instructions;
- (b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Maintenance Manual to the DND Technical Authority that includes:
- i. A detailed description and illustrated parts list in a top-down breakdown format including the following for each item:
    - a. Item Name and Description;
    - b. NCage;
    - c. Manufacturer Part Number;
    - d. NATO Stock Number (if available); and
    - e. Shelf Life (if applicable);
  - ii. List of replaceable components (including part numbers where applicable); and
  - iii. The procedures, parts and special tools necessary to conduct all first and second line repairs of the Swimmer Propulsion System.

## ANNEX B PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE SWIMMER PROPULSION SYSTEM

### 1.0 SCOPE

#### 1.1 General

This specification outlines the requirements for the Swimmer Propulsion System.

#### 1.2 Definitions

Nominal Swimmer	The Nominal Swimmer is a 82 kg (180 pounds) individual carrying 18 kg (40 pounds) of equipment with a negative 2.3 kg (5 pounds) buoyancy.
Maximum Swimmer	The Maximum Swimmer is a 82 kg (180 pounds) individual carrying 38 kg (84 pounds) of equipment with a negative 2.3 kg (5 pounds) buoyancy.

### 2.0 REQUIREMENTS

#### 2.1 Operational Performance Requirements

The Operational Performance Requirements for the Swimmer Propulsion System are detailed in the following sections.

##### 2.1.1 Operational Characteristics

The Swimmer Propulsion System shall:

- (a) Provide single-hand on/off and thrust adjustment for swimmer surface and sub-surface propulsion that leaves the swimmer's hands free for other tasks while underway (i.e., set and forget);
- (b) Be a waist down body worn system that does not interfere with swimmer equipment including:
  - i. Chest-worn rebreather; and
  - ii. Back-slung equipment including load bearing backpack or weapons;
- (c) Operate in salt and fresh water to a depth of no less than 20 m (65 ft);
- (d) Be water proof to a depth of no less than 90 m (295 ft);
- (e) Be an autonomous, battery powered system that does not require any external attachments, accessories or connections for operation;
- (f) Permit parallel battery operation (with an external battery) for extended life;
- (g) Provide propulsion as follows:
  - i. Propel the Nominal Swimmer continuously for no less than sixty (60) minutes at 2 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C;
  - ii. Propel the Nominal Swimmer (without equipment other than a chest worn rebreather) at a sprint velocity of no less than 3.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C for the duration of the battery life;
  - iii. Propel the Nominal Swimmer at a velocity of no less than 1.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C with one (1) thruster non-functional; and

- iv. Propel the Maximum Swimmer at a velocity of no less than 0.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C;
- (h) Provide directional thrust control through the swimmers body position (i.e., no steering control);
- (i) Have user-selectable thrust to permit position keeping at all depths;
- (j) Permit the user, while wearing the system out of the water, to conduct the following tasks;
  - i. Move unencumbered at walking speed;
  - ii. Enter vehicles and take the seated position; and
  - iii. Conduct parachute operations;
- (k) Be compatible with the following:
  - i. Chest worn oxygen rebreather;
  - ii. Wet/Dry suit (nominal seven (7) mm (0.3 in) thick);
  - iii. Wet suit gloves (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - iv. Wet suit boots (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - v. Wet suit hood (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - vi. Neoprene socks;
  - vii. Over-The-Beach (OTB) boots;
  - viii. Dive knife with flare;
  - ix. Heated shirt;
  - x. Fins;
  - xi. Weight belt (waist worn);
  - xii. Chest worn vest (with magazines filled with ammunition);
  - xiii. Pinger; and
  - xiv. Small arms firing from positions including, but not limited to, prone, sitting, standing and kneeling as follows:
    - a. Not obstruct any weapons functionality;
    - b. Remain stable in these firing positions as stated above; and
    - c. Does not interfere with the conduct of user drills that are required to employ the weapon;
- (l) Permit attachment and removal from a swimmer without the use of tools, unassisted, in less than one (1) minute in or out of the water.

### 2.1.2 Safety

The Swimmer Propulsion System shall:

- (a) Be designed to prevent electrical shock to the operator including removal/replacement of the battery while under water;
- (b) Be designed to prevent body contact with the thrusters including hands/fingers;
- (c) Have no sharp edges or pinch points that would be hazardous to bare-hand operation or catch equipment, fingers, and clothes;
- (d) Have shielded cables to reduce interference with swimmer communication systems; and
- (e) Operate normally subsequent to a drop onto a hard (concrete) surface from a height of 0.5 m (20 in).

## 2.2 Technical Requirements

The Technical Requirements for the Swimmer Propulsion System are detailed in the following sections.

### 2.2.1 Components

The Swimmer Propulsion System shall include the following components:

- (a) Waist belt assembly as follows:
  - i. Consists of a nominal wide web belt with a quick-connect front closure buckle;
  - ii. Includes the following:
    - a. Battery assembly as follows:
      - 1. Located in the center of the back;
      - 2. Removable from the waist belt;
      - 3. Includes a nominal 25 Volt, 37 Amp-Hour Lithium Polymer rechargeable battery with a minimum lifetime of five hundred (500) charging cycles enclosed in a metallic (aluminum) water-proof case;
      - 4. Includes a single, oriented connection port that permits insertion/removal of the power cord plug while in the water; and
      - 5. Battery case enclosed in a neoprene bag for protection and buoyancy;
    - b. Control system box as follows:
      - 1. Located on the right or left hip to provide user access to the controls;
      - 2. Incorporates all control electronics for operation of the system in a water-proof metallic (aluminum) case; and
      - 3. Includes the following controls:
        - a. On/Off switch;
        - b. Battery power indicator light that indicates battery life by intensity and includes a cover for black-out operations;
        - c. Rotary thrust control dial that retains selected output when released; and
        - d. Controls operable while wearing neoprene diving gloves;
- (b) Thruster assemblies as follows:
  - i. Dual (Left and Right) thrusters for redundancy;
  - ii. Each consisting of a propulsion motor and an enclosed three (3) fin plastic impeller with a screened inlet and a reducing nozzle outlet;
  - iii. Attaches at or just above each outer knee with a 5 cm (2 in) wide web belt with a quick-connect closure buckle; and
  - iv. Attaches to the waist belt via a rigid metal frame on the outer leg with a pivot at the waist to permit unencumbered rotation of the waist/hip for walking and to provide directional thrust control;
- (c) Cabling including the following:
  - i. Power cord from the battery to the control system box; and
  - ii. Connection from the control system box to the thrusters on each outer knee.

### 2.2.2 Size/Weight

The Swimmer Propulsion System shall:

- (a) Weigh no more than 14 kg (30 pounds) including battery pack out of the water; and
- (b) Have a negative buoyancy in the water of not more than 5 kg (11 pounds).

### 2.2.3 Finish

The Swimmer Propulsion System shall:

- (a) Be constructed of corrosion resistant material;
- (b) Have a matte black outer finish for all components with no shiny or light-reflective patches; and
- (c) Have an attached data plate that identifies make, model and serial number of the system.

### 2.2.4 Accessories

The Swimmer Propulsion System shall have the following accessories:

- (a) A hard-sided non-metallic Storage/Transport Case that provides protection of all system components including the following:
  - i. External handles to permit carrying by one (1) or two (2) personnel;
  - ii. A pressure relief valve for air transportation; and
  - iii. A retractable handle and wheels to permit rolling on a flat surface;
- (b) A charger as follows:
  - i. Permits recharging of the battery from full discharge to greater than 90% full charge within three (3) hours; and
  - ii. Operates on inputs ranging from 120 to 240 VAC and 50 to 60 Hz;
- (c) A field repair kit to include parts and tools required for first-line repair of the system.

Solicitation No. - N° de l'invitation

W6399-140100/A

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

W6399-140100

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

**ANNEX C  
BASIS OF PAYMENT**

**1. ADDRESSES**

<b>Destination Address</b>	<b>Invoicing Address</b>
Delivery point to be provided at contract award and is within 200 km from the National Capital Region.	W6399 Department of National Defence 101 Colonel By Drive Ottawa, Ont K1A 0K2 Attention: TBA

**2. DELIVERABLES**

**CONTRACT QUANTITY**

**Firm Quantity**

<b>Item</b>	<b>Description</b>	<b>Firm Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
1	Swimmer propulsion system with hard and electronic copy (MS Word or PDF format) of the Operators manuals and 1 copy of the maintenance manual (MS Word or PDF format)	40	Each	\$ _____

**OPTION 1**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
2	Swimmer propulsion system with hard and electronic copy (MS Word or PDF format) of the Operators manuals and 1 copy of the maintenance manual (MS Word or PDF format)	80	Each	Year 1 \$ _____ Year 2 \$ _____

**Year 1 : 12 months from contract award date**

Solicitation No. - N° de l'invitation

W6399-140100/A

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

W6399-140100

Amd. No. - N° de la modif.

File No. - N° du dossier

pr707W6399-140100

Buyer ID - Id de l'acheteur

pr707

CCC No./N° CCC - FMS No/ N° VME

**Year 2: 13 months to 24 months from contract award date**

**3. "AS AND WHEN REQUESTED" QUANTITIES - Item 3 (Refer to spare parts in Annex D.**

Under this Contract, the Contractor is required to provide spare parts to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

CANSOFCOM may issue orders for "as and when requested" quantities directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

Order for "as and when requested" quantities will be made on PWGSC-TPSGC Form 942.

The period for placing "as and when requested" orders will be 36 months from contract award date with a possibility to extend for up to two (2) additional one (1) year period.

The period will only be extended by the Contracting Authority and will be evidenced through a contract amendment.

The delivery of the "as and when requested" quantities must be made within \_\_\_\_\_ calendar days after receipt of the order document.

Deliveries made against orders of the "as and when requested" quantities will be inspected by the Consignee at destination.

**Financial Limitation**

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ (to be established at contract), applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

**4. OPTION QUANTITIES - Identified as item 2**

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 2 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority up to a maximum of 80 systems, for all amendments and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

Multiple amendments may result.

**ANNEX D - SPARE PARTS LIST**

Description	Part Number	Price (Year 1)	Price (Year 2)	Price (Year 3)

Note: spare parts list to be submitted in the following format.

- b) If exercised, for years four and five of the “As and when quantities”, the firm unit price, DDP, Transportation costs included, GST extra, for all items will be determined and adjusted up or down using the firm unit price, DDP, Transportation costs included, GST extra of the previous year in accordance with Statistic Canada's average Consumer Price Index (CPI), publication CANSIM Table 326-0020 for the municipality closest to the Contractor's plant. The adjustment(s) will be made annually in accordance with the average of the CPI of the most recent published twelve months. Year 1 pricing will apply starting 48 months after date of contract award, year 2 pricing will apply starting 60 months from date of contract award.

**ANNEX "E" to PART 5 - BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive 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 bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time +students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

OR

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

**ANNEX F PHASE I BID REQUIREMENTS**

**A1.1 Instructions**

Bidders shall be assessed in accordance with the instructions and criteria as detailed within this document. The following instructions shall apply to the Bidder evaluation:

- (a) Mandatory requirements are identified by the word "shall". All mandatory requirements shall be met in order to meet compliance with the requirements; and
- (b) Documentation provided with the bid shall:
  - i. Be type written (hand written submissions will not be considered); and
  - ii. Be either hard copy or in electronic format (PDF or Word).

**A1.2 Bid Documentation**

The Bidder shall provide the following documentation:

- (a) A completed Compliance Matrix including proof of compliance and Written Attestations as specified in Table 1. For the purposes of this RFP a Written Attestation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 1. Canada reserves the right to verify the statements made in the Written Attestation;
- (b) A system brochure that details the components of the system;
- (c) The system Operator's Manual; and
- (d) The system Maintenance Manual.

Table 1: Compliance Matrix

Item #	Annex B Reference	Requirement	Proof of Compliance	Bid Reference
1	N/A	<u>Expertise and Proven Design</u> The Swimmer Propulsion System must be a commercial off-the-shelf system that is in use by an American, British, Canadian, Australian or New Zealand (ABCA) military force or a North American (US or Canada) Police Force.	The Bidder must provide with the bid: (1) Written Attestation that the Swimmer Propulsion System is a	

		<p>commercial off-the-shelf system; AND (2) Copies of contracts including quantities delivered and customer references; AND (3) Written Attestation that the Swimmer Propulsion System is in use by an ABCA military force or a North American (US or Canada) Police Force.</p>	
<b>Operational Performance Requirements</b>			
2	<p>2.1. <u>Operational Characteristics</u> The Swimmer Propulsion System shall: (a) Provide single-hand on/off and thrust adjustment for swimmer surface and sub-surface propulsion that leaves the swimmer's hands free for other tasks while underway (i.e., set and forget); (b) Be a waist down body worn system that does not interfere with swimmer equipment including: i. Chest-worn rebreather; and ii. Back-slung equipment including load bearing backpack or weapons; (c) Operate in salt and fresh water to a depth of no less than 20 m (65 ft); (d) Be water proof to a depth of no less than 90 m (295 ft); (e) Be an autonomous, battery powered system that does not require any external attachments, accessories or connections for operation; (f) Permit parallel battery operation (with an external battery) for extended life;</p>	<p>The Bidder shall provide: (1) Written Attestation that confirms the Swimmer Propulsion System is compliant with all of the Operational Characteristics specified (with the bid). DND will examine the sample system to confirm compliance with fit and operation (at Phase II). DND will conduct a</p>	

	<p>(g) Provide propulsion as follows:</p> <ul style="list-style-type: none"> <li>i. Propel the Nominal Swimmer continuously for no less than sixty (60) minutes at 2 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C;</li> <li>ii. Propel the Nominal Swimmer (without equipment other than a chest worn rebreather) at a sprint velocity of no less than 3.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C for the duration of the battery life;</li> <li>iii. Propel the Nominal Swimmer at a velocity of no less than 1.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C with one (1) thruster non-functional; and</li> <li>iv. Propel the Maximum Swimmer at a velocity of no less than 0.5 knots at a nominal depth of five (5) m (16 ft) in calm water with an ambient temperature of 20°C;</li> </ul> <p>(h) Provide directional thrust control through the swimmers body position (i.e., no steering control);</p> <p>(i) Have user-selectable thrust to permit position keeping at all depths;</p> <p>(j) Permit the user, while wearing the system out of the water, to conduct the following tasks:</p> <ul style="list-style-type: none"> <li>i. Move unencumbered at walking speed;</li> <li>ii. Enter vehicles and take the seated position; and</li> <li>iii. Conduct parachute operations;</li> </ul> <p>(k) Be compatible with the following:</p> <ul style="list-style-type: none"> <li>i. Chest worn oxygen rebreather;</li> <li>ii. Wet/Dry suit (nominal seven (7) mm (0.3 in) thick);</li> <li>iii. Wet suit gloves (nominal 3 or 5 mm (0.1 or 0.2 in) thick);</li> <li>iv. Wet suit boots (nominal 3 or 5 mm (0.1 or 0.2 in) thick);</li> <li>v. Wet suit hood (nominal 3 or 5 mm (0.1 or 0.2 in) thick);</li> <li>vi. Neoprene socks;</li> <li>vii. Over-The-Beach (OTB) boots;</li> <li>viii. Dive knife with flare;</li> <li>ix. Heated shirt;</li> <li>x. Fins;</li> <li>xi. Weight belt (waist worn);</li> <li>xii. Chest worn vest (with magazines filled with ammunition);</li> </ul>	<p>compatibility assessment as detailed in 0 to this Annex to confirm compatibility with swimmer tasks and equipment (at Phase II).</p>	
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------	--

		<p>xiii. Pinger; and xiv. Small arms firing from positions including, but not limited to, prone, sitting, standing and kneeling as follows: a. Not obstruct any weapons functionality; b. Remain stable in these firing positions as stated above; and c. Does not interfere with the conduct of user drills that are required to employ the weapon;</p> <p>(1) Permit attachment and removal from a swimmer without the use of tools, unassisted, in less than one (1) minute in or out of the water.</p>		
3	2.1.2	<p><u>Safety</u> The Swimmer Propulsion System shall: (a) Be designed to prevent electrical shock to the operator including removal/replacement of the battery while under water; (b) Be designed to prevent body contact with the thrusters including hands/fingers; (c) Have no sharp edges or pinch points that would be hazardous to bare-hand operation or catch equipment, fingers, and clothes; (d) Have shielded cables to reduce interference with swimmer communication systems; and (e) Operate normally subsequent to a drop onto a hard (concrete) surface from a height of 0.5 m (20 in).</p>	<p>The Bidder shall provide with the bid Written Attestation that the Swimmer Propulsion System is designed to be compliant with the safety requirements specified.</p>	
<b>Technical Requirements</b>				
4	2.2.1	<p><u>Components</u> The Swimmer Propulsion System shall include the following components: (a) Waist belt assembly as follows: i. Consists of a 5 cm (2 in) wide web belt with a quick-connect front closure buckle; ii. Includes the following: a. Battery assembly as follows: 1. Located in the center of the back; 2. Removable from the waist belt; 3. Includes a nominal 25 Volt, 37 Amp-Hour Lithium Polymer rechargeable battery with a minimum lifetime of five hundred (500) charging cycles enclosed in a metallic (aluminum) water-proof case;</p>	<p>The Bidder shall provide with the bid a brochure, operator's manual and diagrams or pictorials that clearly identify that the Swimmer Propulsion System includes all of the components as specified.  At Phase II, DND will examine, measure and operate the sample system to confirm compliance.</p>	

5	2.2.2	<p><u>Size/Weight</u> The Swimmer Propulsion System shall:</p> <p>(b) Thruster assemblies as follows:</p> <ol style="list-style-type: none"> <li>i. Dual (Left and Right) thrusters for redundancy;</li> <li>ii. Each consisting of a propulsion motor and an enclosed three (3) fin plastic impeller with a screened inlet and a reducing nozzle outlet;</li> <li>iii. Attaches at or just above each outer knee with a 5 cm (2 in) wide web belt with a quick-connect closure buckle; and</li> <li>iv. Attaches to the waist belt via a rigid metal frame on the outer leg with a pivot at the waist to permit unencumbered rotation of the waist/hip for walking and to provide directional thrust control;</li> </ol> <p>(c) Cabling including the following:</p> <ol style="list-style-type: none"> <li>i. Power cord from the battery to the control system box; and</li> <li>ii. Connection from the control system box to the thrusters on each outer knee.</li> </ol>	<p>4. Includes a single, oriented connection port that permits insertion/removal of the power cord plug while in the water; and</p> <p>5. Battery case enclosed in a neoprene bag for protection and buoyancy;</p> <p>b. Control system box as follows:</p> <ol style="list-style-type: none"> <li>1. Located on the right or left hip to provide user access to the controls;</li> <li>2. Incorporates all control electronics for operation of the system in a water-proof metallic (aluminum) case; and</li> <li>3. Includes the following controls: <ol style="list-style-type: none"> <li>a. On/Off switch;</li> <li>b. Battery power indicator light that indicates battery life by intensity and includes a cover for black-out operations;</li> <li>c. Rotary thrust control dial that retains selected output when released; and</li> <li>d. Controls operable while wearing neoprene diving gloves;</li> </ol> </li> </ol>	<p>With the bid, the Bidder shall provide Written</p>
---	-------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

		<p>(a) Weigh no more than 14 kg (30 pounds) including battery pack out of the water; and</p> <p>(b) Have a negative buoyancy in the water of not more than 5 kg (11 pounds).</p>	<p>Attestation that the Swimmer Propulsion System has a negative buoyancy in the water of not more than 5 kg (11 pounds).</p> <p>At phase II, the sample system will be weighed to determine the out of water weight.</p>	
6	2.2.3	<p><u>Finish</u></p> <p>The Swimmer Propulsion System shall:</p> <p>(a) Be constructed of corrosion resistant material;</p> <p>(b) Have a matte black outer finish for all components with no shiny or light-reflective patches; and</p> <p>(c) Have an attached data plate that identifies make, model and serial number of the system.</p>	<p>At Phase II, the sample system will be examined to confirm the colour, finish and data plate are compliant.</p>	

## ANNEX G COMPATIBILITY ASSESSMENT

### A2.

#### A2.1 General

This Appendix details the Compatibility Assessment process for the Swimmer Propulsion System.

#### A2.2 Aim

The aim of the Compatibility Assessment is to ensure the Swimmer Propulsion System is compatible with in-service body-worn swimming/diving equipment and accessories and does not impede the operator's ability to effectively conduct tasks while wearing the system.

#### A2.3 Scheduling

The Compatibility Assessment will be conducted at a DND facility and each participant will be required to complete the assessment wearing the Swimmer Propulsion System and the specified accessories while conducting various drills and combat simulations as detailed in Section A2.4.

#### A2.4 Compatibility Assessment

##### A2.4.1 General

The Compatibility Assessment is designed to assess operator mobility, survivability and lethality while wearing the Swimmer Propulsion System. The trials are task-based and are focused on the operator's ability to effectively conduct these tasks and their perceived physical comfort and useability of the Swimmer Propulsion System in combination with the in-service accessories. The trials will be conducted in an environment that simulates operational tasks, and each task will be rated qualitatively through the use of a systematic user rating. A group of non-participants will assist the participants in recording the results at each phase of the trial program as well as ensuring that there are no unfair or biased components injected into the trial program.

##### A2.4.2 Participants

The participants will be selected based on their specialty skill sets. Each participant must complete all tasks within the specific test for all Swimmer Propulsion Systems under evaluation. Should a participant become incapacitated or unavailable to complete the test for all Swimmer Propulsion Systems, the activity will be deemed incomplete for that participant and none of the results for that participant will be included in the overall assessment of that test.

##### A2.4.3 Trial Program

The trial will be conducted over a period of several days depending on the number of Swimmer Propulsion Systems to be assessed. Each participant will be required to complete the trials wearing CF issued swimming/diving suits, and each of the Swimmer Propulsion Systems in succession (chosen in random order). Rest periods will be included in the trial program to eliminate the bias of physical exhaustion from the assessment process.

##### A2.4.3.1 User Rating

Participants will provide task evaluations at the completion of various activities for each Swimmer Propulsion System. The trial data collected will be recorded on the Compatibility Assessment Trial Questionnaire form at 0. The participant evaluations will be captured by individual ratings of various criteria using a non-biased approach to collecting user perception. A 7-point scale will be used to provide a clear and understandable quantification of the participants' perceptions in a controlled manner. The scale is defined as follows:

Table 2: 7-Point Scale

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

#### A2.4.4 Activities and Procedures

The trials and the data collection procedures are detailed in the following sections. The activities 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.

##### A2.4.4.1 Activity 1 – Equipment Compatibility

The participant will conduct the following tasks:

- (a) Test 1A: The Participant will wear the following with the Swimmer Propulsion System to determine if they fit as designed and function in a acceptable operational manner:
  - i. Chest worn oxygen rebreather;
  - ii. Wet/Dry suit (nominal seven (7) mm (0.3 in) thick);
  - iii. Wet suit gloves (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - iv. Wet suit boots (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - v. Wet suit hood (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - vi. Neoprene socks;
  - vii. Over-The-Beach (OTB) boots;
  - viii. Dive knife with flare;
  - ix. Heated shirt;
  - x. Fins;
  - xi. Weight Belt (waist worn);
  - xii. Assault vest (with magazines filled with ammunition); and
  - xiii. Pinger; and
- (b) The participant will then complete the Equipment Compatibility section of the Compatibility Assessment Trial Questionnaire at 0.

##### A2.4.4.2 Activity 2 - Equipment Functionality

Prior to commencing the tasks in this activity, the participant will configure the Swimmer Propulsion System to be tested including wearing the appropriate equipment described above as applicable to the task. The participant will conduct the following tasks:

- (a) Test 2A: The Participant will conduct an endurance swim (underwater dive navigation);
- (b) Test 2B: The Participant will conduct an Over-The-Beach mobility out of the water operation;
- (c) Test 2C: The Participant will conduct a diving pole extension/climb/retraction operation from the water;

- (d) Test 2D: The Participant will drive a vehicle over a 10 km (6 mile) cross-country driving circuit that includes paved roads, gravel roads and rough terrain;
- (e) Test 2E: The Participant will conduct individual shooting user drills with small arms (pistol and carbine);
- (f) Test 2F: The Participant will conduct parachuting drills using a Parachuting Flight Simulator; and
- (g) The participant will then complete the Equipment Functionality section of the Compatibility Assessment Trial Questionnaire at 0.

**ANNEX H COMPATIBILITY ASSESSMENT TRIAL QUESTIONNAIRE**

Participant Number:	
Date:	
Swimmer Propulsion System:	

User Assessment Rating Scale						
0	1	2	3	4	5	6
Completely Unacceptable	Reasonably Unacceptable	Barely Unacceptable	Borderline	Barely Acceptable	Reasonably Acceptable	Completely Acceptable

Activity 1: Equipment Compatibility							
Rate the acceptability of the SPS compatibility with operator worn equipment	User Assessment						
	⊗						☺
	0	1	2	3	4	5	6
<i>Test 1A</i>							
Interference of the Swimmer Propulsion System with the Chest worn oxygen rebreather	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the Wet/Dry suit	<input type="checkbox"/>						
Using the Swimmer Propulsion System with the wet suit gloves	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the wet suit boots	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the wet suit hood	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the neoprene socks	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the OTB boots	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the dive knife with flare	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the heated shirt	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the fins	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the weight belt	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the chest worn vest	<input type="checkbox"/>						
Interference of the Swimmer Propulsion System with the pinger	<input type="checkbox"/>						
<b>Score</b>	( ___ / 78)						

Activity 2: Equipment Functionality							
Rate the acceptability of the SPS functionality and attached equipment compatibility during operational tasks.	User Assessment						
	⊗						☺
	0	1	2	3	4	5	6
<i>Test 2A</i>							
Compatibility of the Swimmer Propulsion System with attached equipment during endurance swimming	<input type="checkbox"/>						
Ease of speed adjustment during endurance swim	<input type="checkbox"/>						
Ease of donning the system prior to endurance swim	<input type="checkbox"/>						
Ease of removing the system after endurance swim	<input type="checkbox"/>						
Ease of conducting endurance swim with system worn but turned off	<input type="checkbox"/>						
<i>Test 2B</i>							
Compatibility of the Swimmer Propulsion System with attached equipment compatible during OTB operations	<input type="checkbox"/>						

Test 2C	
Compatibility of the Swimmer Propulsion System with attached equipment during diving pole operations.	<input type="checkbox"/>
Test 2D	
Wearing the Swimmer Propulsion System with attached equipment and the ability to drive the vehicle in a safe manner under all road conditions	<input type="checkbox"/>
Test 2E	
Compatibility of the Swimmer Propulsion System with attached equipment during small arms usage	<input type="checkbox"/>
Test 2F	
Compatibility of the Swimmer Propulsion System with attached equipment during parachuting operations	<input type="checkbox"/>
<b>Score</b>	( ___ /60 ) x 3 = ( ___ /180 )

TOTALS	
Activity 1: Equipment Attachment	___ out of 78
Activity 2: Equipment Functionality	___ out of 180
<b>TOTAL:</b>	___ out of 252

Comments:

-----
-----
-----
-----