

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

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

National Individual Standing Offer (NISO)  
Offre à commandes individuelle nationale (OCIN)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Clothing and Textiles Division / Division des vêtements  
et des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> SO - SWIMMER SUIT	
<b>Solicitation No. - N° de l'invitation</b> W6399-150219/A	<b>Date</b> 2015-04-20
<b>Client Reference No. - N° de référence du client</b> W6399-150219	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PR-705-67152
<b>File No. - N° de dossier</b> pr705.W6399-150219	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-12</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Williams, Laura	<b>Buyer Id - Id de l'acheteur</b> pr705
<b>Telephone No. - N° de téléphone</b> (819)956-1349 ( )	<b>FAX No. - N° de FAX</b> (819)956-5454
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

W6399-150219/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr705W6399-150219

Buyer ID - Id de l'acheteur

pr705

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Requirement, Statement of Work, Performance and Technical Specifications, Evaluation Plan for Phase I and II and the Template for Quarterly Reports.

### **1.2 Summary**

DND has a requirement for tactical swimmer suits to support training and operations in the maritime environment. The suits are to be manufactured from waterproof and breathable dry suit fabric with reinforcements to permit use in and out of the water. The suit will be referred to as the Tactical Swimmer Suit.

The Standing Offer will be valid for thirty six (36) months from issuance with the option to extend for two (2) additional one (1) year periods.

### **1.3 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2014/09/25) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days                      Insert: 365 days

### **2.2 Submission of Offers**

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

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.4 Applicable Laws**

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

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

### **2.5 Specifications and Standards**

#### **2.5.1 United States Military Specifications and Standards**

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: [http://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

## 2.5.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) Green Initiatives (for PWGSC information only)  
Offerors are requested to provide details of their policies and practices in relation to the following initiatives:
  - environmentally responsible manufacturing;
  - environmentally responsible waste disposal;
  - waste reduction;
  - packaging;
  - re-use strategies;
  - recycling.

### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference Part 4, Evaluation Procedures, 4.1.1 Mandatory Technical Criteria).

### **Section II: Financial Offer**

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

#### **3.1.1 Exchange Rate Fluctuation**

C3011T      2013/11/06      Exchange Rate Fluctuation

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

(c) The evaluation will be conducted in phases

Phase I: Mandatory Criteria Screening  
Phase II: Compatibility Assessment (trial)  
Phase III: Costing and best value determination

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

#### **Phase I: Mandatory Criteria Screening**

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

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

#### **Phase II: Proof of Concept Field Trial (Contract) and Determination of Technical Merit Score**

The compliant offers from Phase I will undergo a multi-part "Proof of Concept" trial, in accordance with Annex E, to test the Tactical Swimmer Suit. If selected for Phase II, Offerors will be awarded a trial contract and must deliver the following:

- (a) Quantity six (6) Tactical Swimmer Suit in accordance with the Performance and Technical Specifications at Annex C with the adjustable water-resistant neck seal;
- (b) Quantity six (6) neoprene neck seals; and

- (c) Quantity one (1) Operators Manual that includes field repair procedures.

Note: Specific sizes will be provided at Contract Award.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. The Offeror must submit firm unit price in Canadian dollars, applicable taxes excluded, DDP (Richmond, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit pricing for all items. The Offeror is requested to quote firm unit pricing at no more than two decimal points.

#### **4.2 Basis of Selection**

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

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

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

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

##### **Price Score**

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

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

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

##### **Best Value Determination**

Each compliant offer's Technical Merit and Price Scores are combined to obtain a Total Score, with the highest overall score representing the offer with the best value to DND. The assigned weighting factors (60% Technical and 40% Price) represents the importance that DND has placed on the functionality and compatibility of the Tactical Swimmer Suit. The formula to calculate the total score for each compliant offer proposal is as follows:

$$\text{Total Score} = (60\% \times \text{Technical Merit Score}) + (40\% \times \text{Price Score})$$

The offer that receives the highest total score will be recommended for award of the Standing Offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

### 5.1 Certifications Precedent to Issuance of a Standing Offer

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

#### 5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([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-Labour's website.

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

## PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Financial Capability

SACC *Manual* clause M9033T (2011/05/16) Financial Capability

### 6.2 Insurance

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any insurance acquired or maintained

by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Standing Offer.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A" to "F".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to this Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (2019/09/25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

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

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

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

The quarterly reporting periods are defined as follows:

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

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

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is within 36 months from issuance of Standing Offer.

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.5. Authorities**

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

The Standing Offer Authority is:

Laura Williams  
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 : 819-956-1349      Facsimile: 819-956-5454  
E-mail address: laura.williams@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing offer authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **7.5.2 Technical Authority**

The Technical Authority for the Standing Offer is:

(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 Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

#### **7.5.3 Procurement Authority**

The Procurement Authority for the Standing Offer is:

(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 Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer 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 Standing Offer Revision issued by the Standing Offer Authority.

#### 7.5.4 Offeror's Representative

The person responsible for:

##### General enquiries

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DLP 6 Personnel.

#### 7.7 Call-up Procedures

Authorized users will use firm unit prices to determine the cost of the call-up and include GST or HST and contact the Offeror to determine delivery times and then complete and sign the call-up document before sending it to the Offeror.

#### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified Users using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer".

#### 7.9 Limitation of Call-ups

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

#### 7.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;

- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014/09/25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2014/09/25), General Conditions – Higher Complexity - Goods
- e) Annex “A” – Statement of Work;
- f) Annex “B” – Basis of Payment;
- g) Annex “C” – Performance and Technical Specifications;
- h) Annex “D” – Bid Evaluation (Phase I);
- i) Annex “E” – Proof of Concept Trial Evaluation (Phase II);
- j) Annex “F” – Quarterly Report Template;
- k) the Offeror’s offer dated \_\_\_\_\_

## 7.12 Certifications

### 7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 7.13 Applicable Laws

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

### 7.14 Plant Closing

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

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

### 7.15 Plant Location

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

## 7.16 Specifications and Standards

### 7.16.1 United States Military Specifications and Standards

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: [http://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

### 7.16.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

### **7.17 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 Offeror'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 issuance of standing offer. Participants may include representatives of the Offeror, DND Design Authority, DNDQAR, DND project Authority, Standing Offer Authority and the DND Administrative Authority. Other meetings may be convened as required.

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

### **7.18 Pre-Production Samples**

1. The Offeror must provide a pre-production sample of Item 1, to the Technical Authority for acceptance within 60 calendar days from date of issuance of the Standing Offer.
2. If the pre-production samples are rejected, the Offeror must submit second pre-production samples within 60 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Offeror must proceed with production as per the Standing Offer requirements.
4. Rejection by the Technical Authority of the second pre-production samples submitted by the Offeror for failing to meet the Standing Offer requirements will be grounds for termination for default.
5. The Offeror must carry out all required inspection and tests to verify conformance to the technical requirements of the Standing Offer.
6. The pre-production samples submitted by the Offeror will remain the property of Canada.
7. The Technical Authority will notify the Offeror, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Standing Offer Authority. The notice of the full acceptance or conditional acceptance does not relieve the Offeror from complying with all requirements and conditions of the Standing Offer.
8. The Offeror must not commence or continue with production of the items and must not make any deliveries until the Offeror has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Offeror.
9. The pre-production samples may not be required if the Offeror is currently in production. The request for waiver of pre-production samples must be made by the Offeror in writing to the Standing Offer Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a Standing Offer revision.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2030 (2014/09/25), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

#### **7.4.2 SACC Manual Clauses**

H1001C	2008-05-12	Multiple Payments
C2000C	2007-11-30	Taxes - Foreign-based Contractor
C2611C	2007-11-30	Customs Duties - Contractor Importer
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C2610C	2007-11-30	Customs Duties - DND - Importer
C5201C	2008-05-12	Prepaid Transportation Costs

### **7.5 Invoicing Instructions**

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

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: DLP 6-1-1  
Email: (to be inserted at contract award)

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

#### **7.6 SACC Manual Clauses**

A9006C	2012-07-16	Defence Contract
C2800C	2013-01-28	Priority Rating
C2801C	2014-11-27	Priority Rating - Canadian-based Contractors
D5545C	2010-08-16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
D6010C	2007-11-30	Palletization

#### **7.7 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 Standing Offer Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Standing Offer Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

#### **7.8 Subcontractor(s)**

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

Name of Company: \_\_\_\_\_  
Location: \_\_\_\_\_  
Value of subcontract: \$ \_\_\_\_\_  
Nature of subcontracting work performed: \_\_\_\_\_

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

#### **7.9 Overshipment**

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

#### **7.10 Materials: Contractor Total Supply**

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

#### **7.11 Delivery**

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

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

DDP Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from a commercial contractor.

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## ANNEX A STATEMENT OF WORK

### 1.0 SCOPE

#### 1.1 Purpose

The purpose of this statement of work is to define the scope and requirements for a Standing Offer Agreement (SOA) for Tactical Swimmer Suits for the Department of National Defence (DND).

#### 1.2 Background

DND has a requirement for tactical swimmer suits to support training and operations in the maritime environment. The suits are to be manufactured from waterproof and breathable dry suit fabric with reinforcements to permit use in and out of the water. The suit will be referred to as the Tactical Swimmer Suit.

#### 1.3 Acronyms

AWR	Additional Work Request
DND	Department of National Defense
ISO	International Standards Organization
ISS	In-Service Support
NATO	North Atlantic Treaties Organization
NCAGE	NATO Commercial and Government Entity
OEM	Original Equipment Manufacturer
RMA	Return Material Authorization
TAT	Turn Around Time

### 2.0 DELIVERABLES

#### 2.1 Specific Deliverables

The Contractor must deliver the following:

- (a) Tactical Swimmer Suits in accordance with the Performance and Technical Specifications at Annex C;
- (b) An irrevocable option for two (2) additional one (1) year periods for provision of Tactical Swimmer Suits in accordance with the Performance and Technical Specifications at Annex C;
- (c) Technical Data in accordance with Section 2.2;
- (d) Training in accordance with Section 2.3;
- (e) In-Service Support for a period of three (3) years in accordance with Section 3.3; and
- (f) An irrevocable option for two (2) additional one (1) year periods for provision of In-Service Support in accordance with Section 3.3.

### 2.1.1 Sizing

Specific sizes will be provided at time of call-up against the SOA. Each Tactical Swimmer Suit delivered must be specifically identified for the intended user. The following information will be provided for each Tactical Swimmer Suit ordered:

- (a) User identification number; and
- (b) Measurements as follows:
  - i. Chest diameter;
  - ii. Waist diameter;
  - iii. Hip diameter;
  - iv. Height;
  - v. Sleeve length;
  - vi. Inside Leg length;
  - vii. Hoop Measure (adams apple through crotch to nape of neck);
  - viii. Thigh diameter; and
  - ix. Calf diameter.

### 2.2 Technical Data

The Contractor must 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 Tactical Swimmer Suit that includes:
  - i. Instructions on care, cleaning and routine maintenance;
  - ii. Usage instructions;
  - iii. Safety warnings and emergency procedures;
  - iv. Troubleshooting procedures; and
  - v. 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 Tactical Swimmer Suit.

### 2.3 Training

The Contractor must provide, at a DND location, a one (1) day Maintenance Course, in English, that covers the following (as a minimum) for the Tactical Swimmer Suit:

- (a) A detailed description of all components;
- (b) Preventive maintenance;

- 
- (c) Procedures, parts and special tools required to conduct repairs; and
  - (d) Hands-on repair and replacement of all components.

### **3.0 REQUIREMENTS**

#### **3.1 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 SOA; 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 representative(s) to witness production acceptance testing for all systems. DND will provide a minimum of two (2) weeks' notice of a Quality Assurance visit.

#### **3.2 Configuration Control**

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

#### **3.3 In-Service Support**

The in-service support requirements for the Tactical Swimmer Suits include Warranty and Additional Work Request (non-warranty repair) services.

##### **3.3.1 Warranty**

The Contractor must provide warranty on the Tactical Swimmer Suits 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 one (1) year. During the warranty period, the Contractor must provide a new suit if a failed Tactical Swimmer Suit cannot be repaired and returned to DND.

##### **3.3.2 Additional Work Request**

All AWR repairs on Tactical Swimmer Suits are to be authorized in advance by the Procurement Authority (in writing) in accordance with the repair procedure detailed below.

###### **3.3.2.1 Repair Procedure**

All Tactical Swimmer Suits returned to the Contractor for repair must have a Task Authorization number assigned by the Contractor prior to the item being shipped from DND. The Contractor must perform OEM level repair on the Tactical Swimmer Suits to equal or better than original performance parameters. Non-repairable components or systems must be returned to DND. The following procedure is to be followed:

- (a) Prior to acknowledging receipt, the Contractor must:

- 
- i. Verify that the articles received correspond with the packing slip that accompanies the shipment and promptly report any losses or discrepancies to the Procurement Authority; and
  - ii. Items incorrectly received are to be promptly reported to the Procurement Authority and segregated pending receipt of disposition instructions;
- (b) Upon confirmation of receipt of DND equipment serviceable under the SOA, the Contractor must:
- i. Open a work order;
  - ii. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying delivery documents;
  - iii. Notify the Procurement Authority of receipt of the equipment;
  - iv. Action any warranty activities in accordance with Section 3.3.1;
  - v. Determine the extent of the work required, prepare a cost estimate and submit it to the Procurement Authority for approval. If approved, the Procurement Authority will issue a Task Authorization on a DND 626 to complete the repair in accordance with the Task Authorization process at Appendix 1. No work is to commence until the DND 626 is received authorizing the repair;
  - vi. Complete the repair;
  - vii. Conduct post-servicing trials to confirm operation of the Tactical Swimmer Suits; and
  - viii. Return the Tactical Swimmer Suit to DND.

#### 3.3.2.2 Repair to Product Baseline

Following repair, the Contractor must ensure all Tactical Swimmer Suits are in accordance with the current (at time of repair) approved Product Baseline for the Tactical Swimmer Suits prior to being returned to DND. Following repair or maintenance, the Contractor must conduct performance testing to ensure proper operation of the Tactical Swimmer Suits, and then ship the system to the delivery point specified in the delivery order, unless otherwise requested by the Procurement Authority.

#### 3.3.2.3 Contractor Supplied Parts

The Contractor must be responsible to provide the repair parts required for warranty and AWR repairs, including the location of sources for the required parts. The Contractor is not required to maintain a spares inventory specifically for DND; however, they must maintain a spares supply chain that is compatible with the targeted turn-around time (TAT). The targeted TAT is four (4) weeks after receipt of the delivery order (warranty) or Procurement Authority approval (AWR). Where this target cannot be met, the Contractor must immediately notify the Procurement Authority of the delay and of any extenuating circumstances that would cause significant impediment to timely completion of the repair. In the event that an original part is no longer available and the Contractor determines that a replacement part will serve with respect to fit, form, function and reasonable cost, then the use of that part must be approved by the Procurement Authority in advance of the repair. As a minimum, substituted parts must remain fully interchangeable (fit, form and function) with articles catalogued under the same reference number, part number and of the same modification status.

## APPENDIX 1 TASK AUTHORIZATION PROCESS

The Contractor must provide the Work in accordance with this SOA on an “as and when required” basis. Work authorized up to and including the SOA expiry date must be performed in accordance with the terms and conditions of the SOA. The Task Authorization process is as follows:

- (a) The Contractor must conduct the receipt inspection and provide the work estimate to the Procurement Authority (see Section 3.3.2.1) that details the following:
  - a. Identification information (Manufacturer #, Serial #, Year/Month/Date of Manufacture);
  - b. Condition report of all components;
  - c. A list of repairs required to bring the Tactical Swimmer Suits to the baseline configuration and condition including labour costs;
  - d. A list of materials required with an itemized replacement cost;
  - e. An estimated time to complete repairs (including performance testing);
  - f. A list of inspections, tests and trials to be performed including a schedule; and
  - g. Total cost.
- (b) The Contractor will be authorized to proceed with the Work by the issuance of a Task Authorization (DND 626). Each Task Authorization will be signed by the Technical Authority to approve the scope of Work, and the Procurement Authority to authorize the Work;
- (c) The Contractor must provide, within five (5) working days after receipt of the signed DND 626, acknowledgment of receipt of the task and acceptance of the terms. Upon acceptance of the terms of the task, the Contractor must complete the task within the time frame and price stated;
- (d) Upon completion of each task, the Contractor must submit a Completion Certificate to the Technical Authority identified in the DND 626. The Certificate must include the following information:
  - i. Completion date;
  - ii. Reasons for any delay;
  - iii. Recommendations for future improvements; and
  - iv. Lessons learned;
- (e) The Technical Authority identified on the DND 626 will approve or reject the work performed, with rationale in writing, within fifteen (15) working days after receipt of the Completion Certificate and related reports.

**ANNEX "B"  
BASIS OF PAYMENT**

**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Department of National Defence with Tactical Swimmer Suits in accordance with the Annex C, Performance and Technical Specification dated November 12, 2014.

**2. ADDRESSES**

Destination Address
CFB Richmond Department of National Defence 8355 Franktown Road Richmond, ON K0A 2Z0

**3. DELIVERABLES**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
1	Tactical Swimmer Suit	450	Each	\$ _____

**EXTENSION 1**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
2	Tactical Swimmer Suit	150	Each	\$ _____

**EXTENSION 2**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra
3	Tactical Swimmer Suit	150	Each	\$ _____

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## ANNEX C PERFORMANCE AND TECHNICAL SPECIFICATIONS

### 1. GENERAL

#### 1.1 Scope

This specification defines the operational performance and technical requirements for the Tactical Swimmer Suit.

#### 1.2 Applicable Documents

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

- DCIEM Report 98-CR-15 Anthropometric Survey of the Land Forces (pubs.rddc-drdc.gc.ca)

#### 1.3 Definitions

5th Percentile Female	Defined as 154.6 cm (5 ft) tall and weighing 52.8 kg (116 lb) in accordance with DCIEM Report 98-CR-15
95th Percentile Male	Defined as 186.2 cm (6 ft 1 in) tall and weighing 103 kg (227 lb) in accordance with DCIEM Report 98-CR-15
Clo	Measure of thermal resistance and includes the insulation provided by any air trapped between the skin and the outer layer of clothing and the insulation value of the clothing itself.
Silk-Weight	Shirt and pant weigh less than 0.45 kg (1 lb) combined.

### 2. REQUIREMENTS

The performance and technical specifications for the Tactical Swimmer Suit are detailed in the following sections.

#### 2.1 Features

The Tactical Swimmer Suit must be a "Coverall" style suit with the following general features:

- (a) Available in standard (non-custom) sizes to cover the range from the 5th Percentile Female to the 95th Percentile Male in accordance with CIEM Report 98-CR-15;
- (b) Provides immersed thermal protection of no less than 0.6 Clo when worn with the liner and a silk-weight thermal underwear;
- (c) Constructed as follows:
  - i. Manufactured from a military grade lightweight waterproof and breathable dry suit fabric (GORE-TEX® BD6.5 or equivalent) except where otherwise specified;
  - ii. All seams to be internally taped and/or welded for watertightness;
  - iii. Permits field repair by the user of minor leaks; and
  - iv. Neck and wrist cuff seals are to be field replaceable by the user in less than one (1) hour;
- (d) Closures as follows:

- 
- i. A diagonal front entry from the top of the shoulder to the opposite side lower torso with a slide fastener closure;
  - ii. A horizontal relief opening with a slide fastener closure in the front groin region; and
  - iii. Slide fasteners as follows:
    - a. Waterproof; and
    - b. Permits single hand operation by the user;
- (e) Openings as follows:
- i. Neck as follows:
    - a. Includes two (2) removable/replaceable seals as follows:
      - 1. Adjustable neoprene (or equivalent) seal that permits the user to loosen the seal around the neck when not submerged, and to tighten it with a single hand to regain watertight integrity; and
      - 2. Watertight non-adjustable neoprene (or equivalent) seal to be installed on each suit;
    - b. Non-adjustable cover over the neck seal constructed of the same material as the suit;
  - ii. Wrist as follows:
    - a. Watertight neoprene (or equivalent) seals; and
    - b. Minimum 1000 denier ballistic nylon (or equivalent) covers over the wrist seals adjustable by means of a hook and loop fastener system;
- (f) Include universal sized socks constructed of a lightweight waterproof and breathable synthetic material (GORE-TEX® or equivalent);
- (g) Include internal adjustable load-carrying suspenders over the shoulders to support the weight of the suit;
- (h) Reinforcements as follows:
- i. Padded elbow with a minimum 1000 denier ballistic nylon (or equivalent) cover;
  - ii. Minimum 1000 denier ballistic nylon (or equivalent) seat reinforcement;
  - iii. Padded knee with a minimum 1000 denier ballistic nylon (or equivalent) cover with an adjustable hook and loop fastener tabs behind the knee to secure the knee pads in place; and
  - iv. Minimum 1000 denier ballistic nylon (or equivalent) reinforcement ankle cuffs with adjustable hook and loop fastener tabs;
- (i) Waist as follows:
- i. Hook and loop fastener adjustment system; and
  - ii. Belt loops (minimum four (4)) around the perimeter of the waist to secure a secondary belt and/or harness;
- (j) Pockets as follows:
- i. Expandable pocket on each arm below the shoulder, sized to fit a rescue flare, with a hook and loop fastener closure and external surface covered with hook and loop fastener to permit attachment of identification patches;
  - ii. Expandable cargo pockets on each outer thigh, sized to fit a lightweight compressible rain jacket, with hook and loop fastener closures; and
  - iii. Expandable cargo pockets on each outer calf, sized to fit a rescue flare, with hook and loop fastener closures;

- (k) Include a separate liner as follows:
  - i. Manufactured from a thermal light-weight moisture-wicking material (POLARTECH® or equivalent); and
  - ii. Includes straps at the wrist cuffs and ankles to assist in donning the Tactical Swimmer Suit;
  
- (l) Maintenance as follows:
  - i. Be washable/rinsable in fresh water without causing color fading; and
  - ii. Have a non-metallic cleaning and care instruction label attached to the inside of the suit;
  
- (m) Color as follows:
  - i. Manufactured of non-fluorescent materials that do not reflect infra-red energy when either wet or dry;
  - ii. Black external suit material; and
  - iii. All non-material components to be black;
  
- (n) Accessories - Each Tactical Swimmer Suit is to include the following accessories
  - i. Quantity one (1) black water-resistant slide-fastener closing bag for the suit;
  - ii. Quantity one (1) watertight non-adjustable neoprene seal (adjustable neoprene seal to be installed on suit for delivery); and
  - iii. Quantity two (2) tubes of slide fastener lubricant (if required).

## ANNEX D BID EVALUATION (PHASE I)

The Phase I evaluation will be based upon the Bidder's experience in developing, manufacturing and/or selling Tactical Swimmer Suits, and the provision of technical information, drawings and/or brochures that detail the system being offered. All compliant bids will be included in the next phase of the process (Proof of Concept trial). There is no consideration for the price at this point in the evaluation process.

Item #	Requirement	Proof of Compliance	Compliant (Y/N)
1	<p><u>Expertise and Proven Design</u> The Bidder must be an established swimmer suit manufacturer that has significant experience in swimmer suits for military or police organizations as follows:</p> <p>(a) Manufacturer Qualifications - The Bidder must have been in the business of developing, manufacturing and selling swimmer suits for a minimum of five (5) years; and</p> <p>(b) Proven Design - The Tactical Swimmer Suit being offered must be based upon a Commercial-Off-The-Shelf (COTS) or Military-Off-The -Shelf (MOTS) product that is in current production and, at time of bid submission must be in use by an American, British, Canadian or Australian (ABCA) military organization or a North American (Canada or United States) civilian police agency.</p>	<p>The Bidder must provide contracts that confirm sales and use of the Tactical Swimmer Suits as specified.</p>	
2	<p>Annex C - Performance and Technical Specifications.</p>	<p>The Bidder must provide brochures, diagrams or any other technical information that details the Tactical Swimmer suit being offered.</p> <p>DND will conduct a compliance verification of the Tactical Swimmer Suit against the Technical Specifications detailed in Annex C upon receipt prior to the Proof of Concept Trials.</p>	

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**ANNEX E**  
**DEPARTMENT OF NATIONAL DEFENCE (DND)**  
**PROOF OF CONCEPT TRIALS (PHASE II)**

## **1. GENERAL**

### **1.1 Purpose**

This document outlines the Proof of Concept trials to be conducted by DND for the Tactical Swimmer Suit.

### **1.2 Contractor Participation**

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

### **1.3 Compliance Verification**

Prior to the Proof of Concept Trials, the Tactical Swimmer Suits from each bidder will be subjected to a compliance verification against the technical requirements detailed in Annex C. If the Tactical Swimmer Suits from a Bidder do not meet the technical requirements, the details of the compliance verification will be recorded and the bid will be deemed non-compliant and given no further consideration.

## **2. DELIVERABLES**

The Contractor must deliver the following:

- (a) Quantity six (6) Tactical Swimmer Suit in accordance with the Performance and Technical Specifications at Annex C with the adjustable water-resistant neck seal;
- (b) Quantity six (6) neoprene neck seals; and
- (c) Quantity one (1) Operators Manual that includes field repair procedures.

Note: Specific sizes will be provided at Contract Award.

## **3. QUALITY ASSURANCE**

The Contractor must 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. The Contractor must conduct Quality Conformance Inspections and Tests during manufacture in accordance with the Contractor's standard acceptance test plan.

## **4. EVALUATION**

### **4.1 Proof of Concept Trials**

Tactical Swimmer Suits will undergo a multi-part "Proof of Concept" trial to test the suits for compatibility with equipment and functionality in simulated field conditions. Conduct of the trials will be based on a random order between the various Tactical Swimmer Suits. The Contractors will not be permitted to witness any of the trials or evaluations, but may be provided the results of the Proof of Concept trial for their specific system only. The Proof of Concept trial plan is detailed in Appendix 1.

## 4.2 Evaluation Process

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

### 4.2.1 Technical Merit Score

The objective of assigning a Technical Merit Score is to evaluate the "value added" over and above meeting the mandatory technical requirements. The "value added" through performance measurement is not considered mandatory, but is deemed to have additional value to the overall comfort/usability of the item. Upon completion of the Proof of Concept Field Trial, each participant will complete a questionnaire that rates the Tactical Swimmer Suit in various categories as detailed in Table 1. The total Performance Score is the sum of the average score for all participants for the Tactical Swimmer Suit across all categories of performance measurement.

Table 1: Performance Measurement

Test	Category	Score
<b>Operational Task Effectiveness</b>		
1A	Equipment Compatibility	42
2A	Operational Task Effectiveness	180
<b>Durability and Fit Sizing</b>		
3A	Durability	24
3B	Fit Sizing	114
	<b>TOTAL</b>	<b>360</b>

For each test as listed in Table 1, the final score will be determined by taking all of the results from that test for all Participants, and then calculating the average (arithmetic mean). The average of all participants for that test will be the final score for that test item. A minimum of 70% (250 points out of an available 360 points), representing an evaluated assessment between "Reasonably Acceptable" and "Completely Acceptable", must be achieved in the Performance Measurement or the bid will be deemed non-compliant and given no further consideration.

### Technical Merit Score

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

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

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

## APPENDIX 1 PROOF OF CONCEPT TRIALS

### A1.1 Scope

This Appendix details the Proof of Concept trials for the Tactical Swimmer Suit.

### A1.2 Aim

The aim of the Proof of Concept trials is to evaluate the impact of the Tactical Swimmer Suit on the operator mobility, survivability and lethality. The trials will consider both the operator's ability to effectively conduct tasks while wearing the Tactical Swimmer Suit, and their perceived physical and thermal discomfort.

### A1.3 Proof of Concept Trial Plan

The trials are task-based and are focused on the operator's ability to effectively conduct these tasks in a simulated operational environment. The tasks will be rated qualitatively through the use of a systematic user rating. A group of non-participants will record the results at each phase of the trial program and ensure that there are no unfair or biased components injected into the trial program. For each trial, participants will wear Canadian Forces (CF) issued equipment as required including combat dress, boots, Protec helmet/kevlar helmet, ear and eye protection, climbing harness, shooting gloves and a weapon (Carbine and pistol with magazines).

#### A1.3.1 Participants

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

#### A1.3.2 Trial Program

The Proof of Concept trial will be conducted at a DND facility over a period of a number of days depending on the number of Tactical Swimmer Suit Systems to be assessed. Each participant will be required to complete the trials wearing each Tactical Swimmer Suit in succession. Tactical Swimmer Suit Systems will be trialed in a random order of Bidders and no more than two (2) separate Bidders will be trialed by a participant on the same day. Rest periods will be included in the trial program to eliminate the bias of physical exhaustion from the assessment process.

#### A1.3.3 User Rating

Participants will provide task evaluations at the completion of various activities for each Tactical Swimmer Suit. The trial data collected, including the participant evaluations, will be recorded on the Trial Questionnaire forms, which will be completed for each participant as follows:

- (a) Appendix 2 - Trial Questionnaire – Operational Task Effectiveness (Activity 1&2); and
- (b) Appendix 3 - Trial Questionnaire - Durability and Fit Sizing (Activity 3).

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. Some tests, as designated on the individual Trial Questionnaires, are assigned a higher weight. 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

A1.3.4 Activities and Procedures

The details of the trials and the data collection procedures are given 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.

A1.3.4.1 Activity 1 – Equipment Compatibility

The participant will conduct the following tasks:

- (a) Test 1A: The Participant will wear the following with the Tactical Swimmer Suit to determine if they fit as designed and function in a acceptable operational manner:
  - i. Wet suit gloves (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - ii. Wet suit hood (nominal 3 or 5 mm ( 0.1 or 0.2 in) thick);
  - iii. Over-The-Beach (OTB) boots;
  - iv. Dive knife with flare;
  - v. Fins;
  - vi. Assault vest (with magazines filled with ammunition); and
  - vii. Pinger;
- (b) The participant will then complete the Equipment Compatibility section of the Operational Task Effectiveness Questionnaire at Appendix 2.

A1.3.4.2 Activity 2 – Operational Task Effectiveness Trial

Prior to commencing the tasks in this activity, the Participant will configure the Tactical Swimmer Suit 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 a surface swim (minimum 1 km (0.6 mi));
- (b) Test 2B: The Participant will jump from a height of not less than 3 m (10 ft) into water;
- (c) Test 2C: The Participant will conduct individual shooting user drills with small arms (pistol and carbine) on a 25 m (82 ft) range;
- (d) Test 2D: The Participant will conduct a Close Quarters Battle training evolution;
- (e) Test 2E: The Participant will conduct a Rappel descent from a height of not less than 6 m (20 ft);
- (f) Test 2F: The Participant will conduct a Fast Rope descent from a height of not less than 6 m (20 ft);

- (g) Test 2G: The Participant will climb a caving ladder to a height of not less than 6 m (20 ft);
- (h) Test 2H: The Participant will replace the neck seal following the Manufacturer's instructions provided with the bid; and
- (i) The participant will then complete the Operational Task Effectiveness section of the Operational Task Effectiveness Questionnaire at Appendix 2.

A1.3.4.3 Activity 3 – Durability and Fit Sizing

The participant will complete the following tasks:

- (a) Test 3A – Durability: The Tactical Swimmer Suit Systems from each Bidder will be rinsed/cleaned, using the manufacturer's recommended instructions, five (5) times each. The Participants will then complete the Durability section of the Durability and Fit Sizing questionnaire at Appendix 3; and
- (b) Test 3B – Fit Sizing: The participant will complete the Fit Sizing section of the Durability and Fit Sizing questionnaire at Appendix 3. The assessments includes:
  - i. Fit Sizing – Rating the fit of the Tactical Swimmer Suit, including the adjustability of the system to the individual user and the size/fit of multiple layers;
  - i. Accessibility - Rating the accessibility to the pockets while wearing wet-suit gloves; and
  - ii. Comfort/Use – Rating the overall thermal and physical comfort and useability (range of motion, flexibility, etc.) of the Tactical Swimmer Suit.

**APPENDIX 2 TRIAL QUESTIONNAIRE – OPERATIONAL TASK EFFECTIVENESS (ACTIVITY 1&2)**

Participant Number:						
Date:						
Tactical Swimmer Suit:						
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 Tactical Swimmer Suit compatibility with operator worn equipment	☹	☺	☺	☺	☺	☺
	0	1	2	3	4	5
<i>Test 1A</i>						
Using the Tactical Swimmer Suit with the wet suit gloves						
Interference of the Tactical Swimmer Suit with the wet suit hood						
Interference of the Tactical Swimmer Suit with the OTB boots						
Interference of the Tactical Swimmer Suit with the dive knife with flare						
Interference of the Tactical Swimmer Suit with the fins						
Interference of the Tactical Swimmer Suit with the assault vest						
Interference of the Tactical Swimmer Suit with the pinger						
<b>Score</b>	<b>( ____ / 42 )</b>					
Activity 2: Operational Task Effectiveness						
Rate the acceptability of the Tactical Swimmer Suit and attached equipment compatibility during operational tasks.	☹	☺	☺	☺	☺	☺
	0	1	2	3	4	5
<i>Test 2A</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment during surface swimming						
Ease of donning the system prior to endurance swim						
Ease of removing the system after endurance swim						
<i>Test 2B</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment compatible when jumping into water						
<i>Test 2C</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment during small arms usage						
<i>Test 2D</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment during conduct of a Close Quarters Battle training evolution						
<i>Test 2E</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment when rappelling						
<i>Test 2F</i>						
Compatibility of the Tactical Swimmer Suit with attached equipment when fast roping						
<i>Test 2G</i>						

APPENDIX 2 to ANNEX E

Compatibility of the Tactical Swimmer Suit with attached equipment when climbing a caving ladder	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Test 2H	
Ease of changing neck seal	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Score</b>	<b>(____) x 3 = (____/180)</b>

**APPENDIX 3 TRIAL QUESTIONNAIRE - DURABILITY AND FIT SIZING  
(ACTIVITY 3)**

Participant Number:						
Date:						
Tactical Swimmer Suit:						
User Assessment Rating Scale						
0	1	2	3	4	5	6
Completely Unacceptable	Reasonably Unacceptable	Barely Unacceptable	Borderline	Barely Acceptable	Reasonably Acceptable	Completely Acceptable

Test 3A - Durability							
Rate the Tactical Swimmer Suit for durability as follows:				User Assessment			
				☹	☺	☺	
				0	1	2	3
				4	5	6	
Fading				□	□	□	□
Intact Seams				□	□	□	□
Intact Fasteners				□	□	□	□
Fraying/Tearing				□	□	□	□
<b>Score</b>				<b>( ___ /24)</b>			

Test 3B – Fit Sizing							
Rate the Tactical Swimmer Suit in the following dimensions:				Fit Sizing			
				☹	☺	☺	
				0	1	2	3
				4	5	6	
Length (neck to groin)				□	□	□	□
Chest Girth				□	□	□	□
Waist Girth				□	□	□	□
Neck Opening				□	□	□	□
Collar Height				□	□	□	□
Width at Shoulder				□	□	□	□
Arm Opening				□	□	□	□
Arm Length				□	□	□	□
Arm Girth				□	□	□	□
Length of Leg Inseam				□	□	□	□
Leg Closure System				□	□	□	□
Adjustability of waist and suspenders				□	□	□	□

General							
Rate the Tactical Swimmer Suit in the following:				Comfort/Use			
				☹	☺	☺	
				0	1	2	3
				4	5	6	
Fit of multiple layers				□	□	□	□
Pocket Accessibility				□	□	□	□
Mobility through arms				□	□	□	□
Mobility through legs				□	□	□	□
Range of Motion of neck				□	□	□	□
Flexibility/Stiffness				□	□	□	□
Overall Comfort of the Tactical Swimmer Suit				□	□	□	□
<b>Score</b>				<b>( ___ /114)</b>			

