



**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 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

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

Title - Sujet PONCHO,WET WEATHER	
Solicitation No. - N° de l'invitation W8472-155572/A	Date 2016-07-13
Client Reference No. - N° de référence du client W8472-155572	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-714-71247	
File No. - N° de dossier pr714.W8472-155572	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-09	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sinka, William	Buyer Id - Id de l'acheteur pr713
Telephone No. - N° de téléphone (613) 410-6806 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
W8472-155572/A
Client Ref. No. - N° de réf. du client
W8472-155572

Amd. No. - N° de la modif.
File No. - N° du dossier
pr714. W8472-155572

Buyer ID - Id de l'acheteur
pr714
CCC No./N° CCC - FMS No./N° VME

LIST OF ANNEXES

**ANNEX "A" - STATEMENT OF REQUIREMENT ,
ANNEX "B" TO PART 3 OF THE BID SOLICITATION
ANNEX "C" TO PART 5 OF THE BID SOLICITATION
ANNEX "D" – TECHNICAL STATEMENT OF REQUIREMENT**

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

The "Requirement" is detailed under Annex A and D of the resulting contract clauses.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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

1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2016/04/04) 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: 60 days

Insert: 120 days

2.2 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 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 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.

2.4 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

3.1 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 (2 hard copies)
Section IV: Additional Information (1 hard copies)

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) (<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

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.1.3 Origin of Work

For each line item, bidders must identify the name(s) of the country or countries where the apparel goods are cut (or knit to shape) and sewn, regardless of whether the work is to be performed by the Bidder or one of its subcontractor(s).

The following information must be provided for each location where any of the goods are cut (or knit to shape) or sewn:

Line Item number _____

Country: _____

(Bidders must add additional lines if there is more than one manufacturer or one country per line item.)

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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 will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample(s) and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item and certificates of compliance testing as listed below must be included with the bid.

Required Certificates of Compliance Testing as per Appendix A of Annex D (M7 to M12):

M7 - Air Permeability test Compliance

Proof of laboratory Air Permeability test conducted within last 48 Months for: Proof of laboratory Air Permeability test indicates it is equal to or less than 5 cm³ / cm² /s IAW CAN/CGSB-4.2 No 36;

M8 - Hydrostatic and Water Resistance test Compliance

Proof of laboratory Hydrostatic and Water Resistance tests conducted within last 48 Months for:

- a) Minimum acceptable level of water resistance is equal to or above on average 500 kPa of pressure;
- b) Minimum water pressure resistance at a pressure of 10 PSI for a period of 10 minutes IAW CAN/CGSB-4.2 No 26.5-M89;

M9 - Insulation (Clo) – Dry test Compliance

Proof of laboratory thermal protection test conducted within the last 48 months for: Minimum acceptable level of thermal protection must be equal to or above 0.50 m² K/W IAW ISO 11092 Textiles – Physiological Effects – Measurement of thermal and water vapour resistance under steady-state conditions;

M10 - Fungal Resistance

Proof of laboratory resistance to fungal growth test conducted within the last 48 months for the maximum of 10% Fungal growth IAW CAN/CGSB-4.2 No 28.2;

M11 - Water Repellency

Proof of laboratory Water Spray Resistance test conducted within the last 48 months. The Over-garment must be water repellent after 5 washes at 40° Celsius wash at normal cycle. STBY Diver Over-Garment spray test must correspond AATCC photographic scale ISO 4 = AATCC 90 or better IAW CAN/CGSB 4.2 No 26.2;

M12 - Tearing Strength Resistance

Proof of laboratory Tearing Strength test conducted within the last 48 months. The Over-garment must be tear Resistant to minimum Single Rip Method tear Strength of 25 N, warp and weft IAW CAN/CGSB-4.2 No 12.1.

If a certificate of compliance is not submitted with the bid, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the certificate of compliance. Failure to comply with the request within the specified timeframe will result in the bid being declared non-responsive.

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

The Bidder must deliver the required pre-award sample and certificates of compliance at no charge to Canada and must ensure that it is with the bid at time and place of bid closing. Failure to submit the required pre-award sample within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

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

The requirement for a pre-award sample will not relieve the successful bidder from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

4.1.1.2 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must upon request provide a sample to the Contracting Authority, transportation charges prepaid, and without charge to Canada, within 10 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

4.1.1.3 EQUIVALENT PRODUCTS

1. Products that are equivalent in form, fit, function and quality to the items specified in the bid solicitation will be considered where the Bidder:

- a. designates the brand name, model and/or part number of the substitute product;
- b. states that the substitute product is fully interchangeable with the item specified;
- c. provides complete specifications and descriptive literature for each substitute product;
- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation;
- e. and clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function and quality will not be considered if:

- a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

4.2 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.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity.

4.3 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 unmatured, 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.

4.4 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*;
- (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 AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause A3050T (2014/11/27) Canadian Content Definition

Rules of Origin - Apparel

With reference to the Canadian Content Certification clause, apparel goods are considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows:

Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Items will be manufactured at: _____

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Sample(s) and Production Certification

The Bidder certifies that:

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A and D.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2016/04/04), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before December 31st, 2016.

Delivery - Firm Quantity - Phased

The first delivery must be made within _____ calendar days from the effective date of the Contract. The quantity delivered must be _____ units. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

6.4.1.1 Delivery - Appointments

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

- (a) 2B1 CFB Esquimalt
Esquimalt, B.C.
250-363-4963

6.4.1.2 Preparation for Delivery

The Contractor must prepare item number #1 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.

The Contractor must package item number 1 in quantities of one (1) by package.

6.4.1.3 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".

6.4.1.4 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Victoria B.C. Incoterms 2000 for shipments from commercial contractor.

6.4.1.5 Packaging - Commercial

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

6.4.1.6 SACC Manual Clauses

D5545C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements
(QAC C)
D6010C 2007/11/30 Palletization

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

William Sinka
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

Solicitation No. - N° de l'invitation
W8472-155572/A
Client Ref. No. - N° de réf. du client
W8472-155572

Amd. No. - N° de la modif.
File No. - N° du dossier
pr714. W8472-155572

Buyer ID - Id de l'acheteur
pr714
CCC No./N° CCC - FMS No./N° VME

Telephone : 613-410-6806 Facsimile: 819-956-5454
E-mail address: william.sinka@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.

6.5.2 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: DNPS _____(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 authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 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: _____

6.6 Payment

6.6.1 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 prices, as specified in Annex A for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:
a) One (1) copy must be forwarded to the following address :

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attn: D Mar P _____
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) The original and one (1) copy must be forwarded to the consignee for certification and payment.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 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.

6.8.3 SACC Manual Clauses

A3060C 2008/05/12 Canadian Content Certification

6.9 Applicable Laws

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

6.10 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 2030 (2016/04/04), General Conditions - Goods (Higher Complexity);
- c) Annex A, Statement of Requirement;
- d) Specifications;
- e) the Contractor's bid dated _____

6.11 Defence Contract

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

6.12 SACC Manual Clauses

B7010C 2008/05/12 Marking and Labelling
C2801C 2014/11/27 Priority Rating - Canadian-based Contractors
D2000C 2007/11/30 Marking

6.13 Materials: Contrator Total Supply

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

6.14 Plant Location

Items will be manufactured at: _____

6.15 Subcontractor(s)

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

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

6.16 Origin of Work - Disclosure of Information

1. For each line item, the Contractor must specify the name(s) of all countries where the apparel goods are cut (or knit to shape) or sewn, regardless of whether the work is to be performed by the Contractor or one of its subcontractor(s).
2. The Contractor agrees that Canada may publicly disclose the information provided with respect the countries of origin.
3. The Contractor must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire contract period.

6.17 Overshipment

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

6.18 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.

Solicitation No. - N° de l'invitation
W8472-155572/A
Client Ref. No. - N° de réf. du client
W8472-155572

Amd. No. - N° de la modif.
File No. - N° du dossier
pr714. W8472-155572

Buyer ID - Id de l'acheteur
pr714
CCC No./N° CCC - FMS No./N° VME

ANNEX A
STATEMENT OF REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence (*DND*) with Standby Diver Over Garments in accordance with the Technical Statement of Requirements in Annex D.

2. ADDRESSES

Destination Address	Invoicing Address
DND CFB Esquimalt Attn: Receiving Bldg. 66 Colwood Victoria, B.C. V9C 1B0	Dept of National Defence Base Logistic Officer CFB Esquimalt STN Forces P.O. Box 17000 Victoria, B.C. V9A 7N2

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP Victoria, Transportation costs included, Applicable taxes extra
1	Standby Diver Over Garment	84	Each	\$ _____

Solicitation No. - N° de l'invitation
W8472-155572/A
Client Ref. No. - N° de réf. du client
W8472-155572

Amd. No. - N° de la modif.
File No. - N° du dossier
pr714. W8472-155572

Buyer ID - Id de l'acheteur
pr714
CCC No./N° CCC - FMS No./N° VME

ANNEX B to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

**ANNEX C to PART 5 OF THE 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 permanent full-time and/or permanent part-time employees.

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 D

TECHNICAL STATEMENT OF REQUIREMENTS FOR THE STANDBY DIVER OVER-GARMENT (Poncho)

1 SCOPE

1.1 Purpose

This Statement of Requirement defines the technical specifications for the Standby Diver Over-Garment.

1.2 Background

The Canadian Armed Forces has a requirement to procure a number of weatherproof, insulated over-garments to keep Standby (STBY) Divers protected from the environment when at immediate notice to dive at the dive site. The dive site could be on land or afloat in any weather conditions.

1.3 Intended Use

All Canadian Armed Forces (CAF) diving operations require a minimum dive team as stipulated in the CAF Diving Manual Volume 2. The STBY diver is an essential member of that team. This diver must be fully dressed, and ready to enter the water at immediate notice to assist, rescue or recover a stricken diver. It is imperative that the STBY diver remain ready, focused, and cognisant of the task at hand throughout the dive. Additionally, the STBY diver is burdened by wearing a diving ensemble that is heavy and awkward when sitting on the surface, virtually motionless, often in severe weather, sometimes for several hours. The STBY Divers Over-Garment's function is to provide environmental protection to the STBY diver during CAF diving operations whether they are on shore or afloat improving comfort, sustaining their focus and maintaining a critical safety response

2 APPLICABLE DOCUMENTS

2.1 General

The following documents of the exact issue and revision form a part of the Specification to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of the specification, the contents of the specification shall be considered a superseding requirement.

Department of Defence Single Stock Point (DODSSP), Military Specifications (MIL-Spec) Standards and Related Publications, Document Automation and Production Service (DAPS), Building 4/D, 700 Robbins Avenue Philadelphia, PA 19111-5094.

FED-STD-595B	Colours Used In Government Procurement (US MIL STD #12197 dated 15 Dec 89)
Canadian General Standards Board (CGSB) and its services and standards may be obtained from the Manager Standards Division, CGSB, Gatineau, Canada, K1A 1G6	
CAN/CGSB 4.2 No 36	Textile test methods – Air permeability (date reaffirmed Nov 2013).

CAN/CGSB 4.2 No 26.5	Textile test methods – Water resistance – High-pressure penetration test (date reaffirmed Nov 2013).
CAN/CGSB-4.2 No. 28.2	Resistance to Fungal Growth
CAN/CGSB-4.2 No. 26.2	Water Repellency after 5 washes (40° C wash, normal cycle)
CAN/CGSB-4.2 No. 49-99	Moisture Vapour Permeability
CAN/CGSB-4.2 No. 12.1	Tearing Strength-Single Rip Method Minimum Tear Strength

Non-Government Documents. If any non-government has been superseded by a new revision or it has become obsolete and it has been replaced by a new standard or it has not been replaced, then the Contractor shall use the latest revision or replaced standard or an equivalent standard respectively.

ISO 11092	Textiles – Physiological effects – Measurement of thermal and water vapour resistance under steady-state conditions (sweating guarded – hotplate test) (Second edition 2014-09-01).
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3 REQUIREMENTS

3.1 General

This section of this document describes the overall tasking required by the contractor to supply the Commercial-Off-the-Shelf (COTS) STBY Divers Over-Garment's.

3.1.1 Performance Requirements

The STBY Diver Over-Garment must be capable of providing environmental protection to the STBY diver during exposed CAF Diving operations in sub-zero temperatures, down to minus 20° Celsius on land or afloat whilst the STBY diver is dressed in CAF dry-suit or wet suit and wearing self contained or surface supply diving ensemble. The STBY Diver Over-Garment shall provide greatest protection whilst the diver is in a seated position

3.2 Characteristics.

- 3.2.1 The STBY Diver Over-Garment must protect the wearer from sub-zero temperatures, wind-chill, rain and spray;
- 3.2.2 The STBY Diver Over-Garment must be easily don able and doff able and not restrict the wearer's movements too much whilst providing environmental protection.

3.3 Technical Requirements

The STBY Diver Over-Garment shall have the following Physical Properties;

- 3.3.1 The STBY Diver Over-Garment must be of one piece construction Poncho style;
- 3.3.2 The STBY Diver Over-Garment must be no less than 130 cm wide;
- 3.3.3 The STBY Diver Over-Garment must be no less than 100 cm in height (shoulder to hem);

-
- 3.3.4 The STBY Diver Over-Garment's must be of mid-weighting no more than 4.5 kg, be windproof, waterproof and quick drying.
- 3.3.5 The STBY Diver Over-Garment must not have any sleeves and arm holes;
- 3.3.6 The STBY Diver Over-Garment must have two zipped large inside pockets (fleece lined) for the diver to put hands in while wearing 6 mm neoprene 3 finger mitts;
- 3.3.7 The STBY Diver Over-Garment must have an attached hood (fleece lined) with draw strings, the hood large enough to fit over a dry-suit or wet suit hood;
- 3.3.8 The STBY Diver Over-Garment's must be Black. The colour of the majority of the Over-Garments shall correspond to FED-STD-595B colour numbers 37030, 37031, or 37038;
- 3.3.9 The STBY Diver Over-Garment must have an inside rear panel to stand against chaffing from diving equipment. Panel to be plain weave nylon material, no less than 80 cm wide by 40 cm high;
- 3.3.10 The STBY Diver Over-Garment must have a front hook and loop closing mechanism. Standby Diver must be able to remove the over-garment quickly without assistance in the event of an emergency while wearing 6 mm neoprene 3 finger mitts;
- 3.3.11 The Standby Diver Over-Garment should be rollable or foldable to reduce size for stowage in a small work boat (dimensions no more than 80 cm by 15 cm when rolled up);
- 3.3.12 The STBY Diver Over-Garment air permeability must be equal to or less than 5 cm³ / cm² /s in accordance with CAN/CGSB-4.2 No 36;
- 3.3.13 The STBY Diver Over-Garment must have a minimum acceptable level of water resistance equal to or above on average 500 kPa (72.5 Pound per Square Inch (PSI)) of pressure and must be water resistance at a pressure of 68.9 kPa (10 PSI) for a period of 10 minutes in accordance with CAN/CGSB-4.2 No 26.5-M89;
- 3.3.14 The STBY Diver Over-Garment's inner fabric must provide sufficient thermal protection to keep STBY diver warm during cold temperature. The minimum acceptable level of thermal protection must be equal to or above 0.50 m² K/W in accordance with ISO 11092 Textiles – Physiological Effects – Measurement of thermal and water vapour resistance under steady-state conditions;
- 3.3.15 The STBY Diver Over-Garment must be resistant to fungal Growth to maximum of 10% in accordance with CAN/CGSB-4.2 No 28.2;
- 3.3.16 The STBY Diver Over-Garment must be resistant to salt water spray. It must be water repellent after five (5) washes at 40° Celsius wash at normal cycle. The STBY Diver Over-Garment spray test must correspond to the ISO descriptive rating scale of the American Association of Textile Chemists and Colorists (AATCC) photographic scale ISO 4 = AATCC 90 in accordance with CAN/CGSB 4.2 No 26.2;
- 3.3.17 The STBY Diver Over-Garment must be tear resistant. The testing method use is in accordance with CAN/CGSB-4.2, No 12.1, Strength of Single Rip Method Minimum Tear Strength of 25 N, warp and weft (length and width).
- 3.3.18 The STBY Diver Over-Garment must not have any obvious contrasting markings, symbols or logos on the outside of the garment; and
- 3.3.19 The STBY Diver Over-Garment must be durable enough to last a minimum of 5 years.

3.4 Environmental Requirements

- 3.4.1 The STBY Diver Over-Garment must operate satisfactorily under any of the environmental service conditions and reasonable combination of the condition specified in sections 3.2.1 of this document.

3.5 Documentation

- 3.5.1 The contractor must provide documentation on the proper care of the garment. This must be in the form of a "care" label permanently attached to the inside of the Garment in English and French.

4 ACRONYMS

AATCC	American Association of Textile Chemists and Colorists
CAF	Canadian Armed Forces
C	Celsius
cm	Centimetre
COTS	Commercial off the Shelf
DODSSP	Department of Defence Single Stock Point
FED-STD	Federal Standard
ISO	International Organization for Standardization
kPa	Kilo Pascal
K/W	Kilo Watt
m	metre
MIL-Spec	Military Specifications
MOTS	Military off the Shelf
N	Newton
PSI	Pound per Square Inch
PWGSC	Public Works and Government Services Canada
s	second
STBY	Standby Diver
TA	Technical Authority

APPENDIX A Standby Diver Over-Garment TSOR

Technical Requirements

Mandatory Requirements Checklist. A check mark will be placed by the Technical Authority (TA) in the final column for all items meeting the specified requirement. **Bidders shall not fill out this check list.**
Note: Successful bids will receive a check mark for every item on this list. A bid can be disqualified if every item is not checked off. (The Item descriptions in the matrices are paraphrased from Part 1, 3 and 4 of the Standby diver Over-Garment TSOR and are provided for reference only. For the details of the referenced paragraph refer to Part 1, 3 and 4).

3.2.1	M1	Protects the wearer Protects the STBY diver from sub-zero temperatures, wind-chill, rain and spray.	
3.2.2	M2	No wearer's movement restrictions STBY diver can don and doff and not restrict movements with diving mitts.	
3.3.1	M3	Over-Garment Construction One piece construction Over-Garment	
3.3.2	M4	Over-Garment Dimensions a) No less than 130 cm wide; b) No less than 100 cm height (shoulders to hem); c) No more than 4.5 kg; d) Foldable to no more than 80 cm by 15 cm when rolled up;	
3.3.3			
3.3.4			
3.3.11			
3.3.5	M5	Over-Garment Design a. Sleeveless (no arm holes); b. Two zippered large inside pockets for diver's hands with dive mitts; c. Attached fleece lined hood, draw strings and fits over diver's head fitted with a dive hood; d. Inside rear panel to withstand chaffing, no less than 80 cm wide by 40 cm high; e. Front hook and loop closing mechanism. STBY diver is able to quickly remove Over-garment without assistance in the event of an emergency while wearing diving mitts.	
3.3.6			
3.3.7			
3.3.9			
3.3.10			
3.3.8	M6	Over-Garment Material Colour a) Majority of Over-garment is black; b) No obvious contrast markings, symbols or logos on the outside of Over-garment;	
3.3.19			
3.3.12	M7	Air Permeability test Compliance Proof of laboratory Air Permeability test conducted within last 48 Months for: Proof of laboratory Air Permeability test indicates it is equal to or less than 5 cm ³ / cm ² /s IAW CAN/CGSB-4.2 No 36;	

3.3.13	M8	Hydrostatic and Water Resistance test Compliance Proof of laboratory Hydrostatic and Water Resistance tests conducted within last 48 Months for: a) Minimum acceptable level of water resistance is equal to or above on average 500 kPa of pressure; b) Minimum water pressure resistance at a pressure of 10 PSI for a period of 10 minutes IAW CAN/CGSB-4.2 No 26.5-M89;	
3.3.14	M9	Insulation (Clo) – Dry test Compliance Proof of laboratory thermal protection test conducted within the last 48 months for: Minimum acceptable level of thermal protection must be equal to or above 0.50 m2 K/W IAW ISO 11092 Textiles – Physiological Effects – Measurement of thermal and water vapour resistance under steady-state conditions;	
3.3.15	M10	Fungal Resistance Proof of laboratory resistance to fungal growth test conducted within the last 48 months for the maximum of 10% Fungal growth IAW CAN/CGSB-4.2 No 28.2;	
3.3.16	M11	Water Repellency Proof of laboratory Water Spray Resistance test conducted within the last 48 months. The Over-garment must be water repellent after 5 washes at 40° Celsius wash at normal cycle. STBY Diver Over-Garment spray test must correspond AATCC photographic scale ISO 4 = AATCC 90 or better IAW CAN/CGSB 4.2 No 26.2;	
3.3.18	M12	Tearing Strength Resistance Proof of laboratory Tearing Strength test conducted within the last 48 months. The Over-garment must be tear Resistant to minimum Single Rip Method tear Strength of 25 N, warp and weft IAW CAN/CGSB-4.2 No 12.1.	
3.5.1	M13	Care Label Care Label instructions in English and in French on the inside	