



**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

<b>Title - Sujet</b> BUOYANCY GARMENTS	
<b>Solicitation No. - N° de l'invitation</b> W8482-178439/A	<b>Date</b> 2017-03-23
<b>Client Reference No. - N° de référence du client</b> W8482-178439	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-714-72735	
<b>File No. - N° de dossier</b> pr714.W8482-178439	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-04-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sinka, William	<b>Buyer Id - Id de l'acheteur</b> pr714
<b>Telephone No. - N° de téléphone</b> (613) 410-6806 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

- 1.1 SECURITY REQUIREMENT
- 1.2 STATEMENT OF REQUIREMENT
- 1.3 DEBRIEFINGS
- 1.4 TRADE AGREEMENTS
- 1.5 CANADIAN CONTENT

### PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES - BID SOLICITATION
- 2.4 APPLICABLE LAWS
- 2.5 TECHNICAL DATA
- 2.6 SPECIFICATIONS AND STANDARDS

### PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS

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

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION
- 4.3 CONTRACT FINANCIAL SECURITY
- 4.4 SECURITY DEPOSIT DEFINITION

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 CERTIFICATIONS REQUIRED WITH THE BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

### PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 SECURITY REQUIREMENT
- 6.2 STATEMENT OF REQUIREMENT
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PAYMENT
- 6.7 INVOICING INSTRUCTIONS
- 6.8 CERTIFICATIONS
- 6.9 APPLICABLE LAWS
- 6.10 PRIORITY OF DOCUMENTS
- 6.11 DEFENCE CONTRACT
- 6.12 SACC MANUAL CLAUSES
- 6.13 MATERIALS: CONTRACTOR'S SUPPLY
- 6.14 PROCEDURES FOR DESIGN CHANGE/DEVIATIONS
- 6.15 PLANT LOCATION
- 6.16 SUBCONTRACTOR(S)

Solicitation No. - N° de l'invitation  
W8482-178439/A  
Client Ref. No. - N° de réf. du client  
W8482-178439

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr714. W8482-178439

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

---

- 6.17 OVERSHIPMENT
- 6.18 PRE-PRODUCTION SAMPLE(S)
- 6.19 SPECIFICATIONS AND STANDARDS
- 6.20 FINANCIAL SECURITY

#### **LIST OF ANNEXES**

**ANNEX "A" - STATEMENT OF REQUIREMENT**  
**ANNEX "B" – CONSOLIDATED SPECIFICATIONS**  
**ANNEX "C" - STATEMENT OF WORK**  
**ANNEX "D" TO PART 3 OF THE BID SOLICITATION**  
**ANNEX "E" TO PART 5 OF THE BID SOLICITATION**

## **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, B, and C 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 subject to a preference for 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.

## **2.5 Technical Data**

In order to receive Technical Data Packages against this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

and send their request to the following:

E-mail : [William.sinka@tpsgc-pwgsc.gc.ca](mailto:William.sinka@tpsgc-pwgsc.gc.ca)

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the technical data.

## **2.6 Specifications and Standards**

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

The Bidder 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)

### **2.6.2 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the bid 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 - 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>). 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 D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D 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

#### 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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 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, the following **MUST** be included with the bid:

- 1 - One Pre-Award Sample of item in any one of the five sizes listed in Annex B 5.2.3.
- 2 - One thermal insert, **in each of the corresponding five sizes (5 total)** which includes all design-features as listed in Annex B, (Para 5.10.5, 1 through 7).
- 3 - Conceptual drawings of the item which illustrate and explain how the bidder intends to meet all mandatory design requirements.
- 4 - A proposed manufacturing and testing plan.
- 5 - A proposed quality assurance plan.
- 6 - A proposed production and delivery plan.
- 7 - A signed statement acknowledging that the bidder is in agreement with the warranty requirements as detailed, (Annex B, Para 10 through 10.1.2).

The Bidder must ensure that the required pre-award sample and thermal inserts are manufactured in accordance with the technical requirement and is fully representative of the bid

submitted. Rejection of the pre-award sample or thermal inserts will result in the bid being declared non-responsive.

The Bidder must deliver the required pre-award sample, 5 thermal inserts, drawings, plans, and warranty statement 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, drawings, plans, and warranty statement within the specified time frame will result in the bid being declared non-responsive. The sample, drawings, plans, and warranty statement submitted by the Bidder will remain the property of Canada.

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

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

In the event that a component, with the exception of the main fabric, is not available to the Bidder in a time frame to manufacture the pre-award sample, the Bidder may use a similar substitute component. Also, the Bidder must include a letter explaining the substitution submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, all materials will be strictly in accordance with the technical requirement.

Exceptions:

- 1- The fabrics used for the buoyancy garment and thermal insert pre-award samples only do not have to be FR.
- 2- The buoyancy garment and thermal insert pre-award samples only do not have to be in the specified color or have IRR compliancy.

In addition, the Bidder may include construction deviations in the pre-award sample on the condition that the construction deviations are identified and fully described and must include a description of the corrective action to be taken prior to production to ensure full compliance.

#### **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; and
- e. 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 (Esquimalt and Halifax) 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 including options. 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 quantities for the all items including all destinations.

#### **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 unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

#### **4.4 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 - Textiles

With reference to the Canadian Content Certification clause, item(s) on this solicitation are considered to be Canadian goods if they meet the following definition:

MODIFIED RULE OF ORIGIN FOR TEXTILES: "Textiles and textile articles classified in Chapters 50 to 60 inclusive of the Harmonized System that are woven, knitted or otherwise manufactured from yarns or fibres in Canada, and further processed in Canada by dyeing, finishing, coating or other processes as applicable, will be considered Canadian textiles. Woven fabrics of 100% cotton or of polyester and cotton blends that are dyed and finished in Canada will be considered Canadian."

###### 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 conditionally 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](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, B, and C.

### 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 Delivery Required (Desired) - Firm Quantity

The contractor must deliver fifty percent of the firm contract quantity no later than one-hundred and twenty (120) days following approval of all pre-production requirements.

The remaining fifty percent of the firm contract quantity must be delivered no later than ninety days from the first fifty percent (210 days following approval).

#### Delivery - Firm Quantity - Phased

The first delivery must be made within \_\_\_\_\_ calendar days from the date of the written notice of approval of pre-production samples. 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 CF Esquimalt  
Esquimalt, B.C.  
250-363-4963

(b) 7H1 CF Halifax  
Halifax, N.S.  
902-427-0550

#### 6.4.1.2 Preparation for Delivery

The Contractor must prepare item numbers 1 to 10 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.

#### 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) Esquimalt and Halifax 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**

D5510C 2012/07/16 Quality Assurance Authority (DND) - Canadian-based Contractor  
D5540C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)  
D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor  
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  
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: DSSPM \_\_\_\_\_(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: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W8482-178439/A  
Client Ref. No. - N° de réf. du client  
W8482-178439

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr714. W8482-178439

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

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: DLP 4-3-3-4  
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.

#### **6.7.1 Release Documents - Distribution**

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: 4-3-3-4  
Email: \_\_\_\_\_ (to be inserted at contract award)

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

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

### **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, B, and C;
- d) the Contractor's bid dated \_\_\_\_\_

#### 6.11 Defence Contract

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

#### 6.12 SACC Manual Clauses

C2800C 2013/01/28 Priority Rating

C2801C 2014/11/27 Priority Rating - Canadian-based Contractors

#### 6.13 Materials: Contractor 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 Procedures for Design Change/Deviations

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

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

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

#### 6.15 Plant Location

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

#### 6.16 Subcontractor(s)

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

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Value of subcontract: \$ \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

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

#### 6.17 Overshipment

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

#### 6.18 Pre-Production Sample

1. The Contractor must provide a pre-production sample of the item in each of the five sizes and Proof of Performance Testing and Certificates of Compliance to the Technical Authority for acceptance within 120 calendar days from date of contract award.

In addition, the contractor must provide the following:

- a. Copies of the of testing by an independent accredited test facility of the contractor's choice, which provides proof that all CF buoyancy garments have underwent and passed all testing required for a ULC certified and Transport Canada approved personal flotation device which meets CAN/CGSB-65.11.M88.
  - b. A copy of the Transport Canada approval certificate of the item.
  - c. Non predated certificates of compliance for all materials and components used in the manufacture of all CF buoyancy garments and FR thermal inserts which provide proof of conformance.
  - d. A detailed manufacturing and testing plan to be approved by the National Defence Technical Authority and Director Quality Assurance representative.
  - e. A detailed quality assurance plan to be approved by the National Defence Technical Authority and Director Quality Assurance representative.
  - f. A proposed production and delivery plan to be approved by the National Defence Technical Authority, Director Quality Assurance representative and National Defence Procurement Authority.
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production sample within 20 calendar days of notification of rejection from the Technical Authority.
  3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
  4. Rejection by the Technical Authority of the second pre-production sample(s) submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
  5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
  6. In addition to providing the pre-production sample, the Contractor must provide laboratory test report **or** Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
  7. The pre-production sample(s) submitted by the Contractor will remain the property of Canada.
  8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
  9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.

## **6.19 Specifications and Standards**

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

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available

commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: [http://assistdocs.com/search/search\\_basic.cfm](http://assistdocs.com/search/search_basic.cfm)

#### **6.19.2 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract 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>

#### **6.20 Financial Security**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and
    - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

## ANNEX A STATEMENT OF REQUIREMENT

### 1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence (*DND*) with Life preserves in accordance with the Consolidated Specifications and Statement of Work for Canadian Forces Buoyancy Garments in Annex B and C.

### 2. ADDRESSES

Destination Adresse	Invoice Address
CFB Esquimalt Att: Receiving Bldg 66 Colwood Victoria, B.C. V9C 1B0	CFB Esquimalt, Base Logis. Off. STN Forces P.O. Box 17000 Victoria B.C. V9A 7N2
CFB Halifax Main Warehouse Formation Commander HMC Dockyard BLDG D-206 Door 1 Thru 13 Halifax N.S. B3K 5X5	Department of national Defence P.O. Box 99000 STN Forces Maritime Forces Atlantic Halifax N.S. B3K 5X5

### 3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP Esquimalt, Transportation costs included, Applicable taxes extra	Firm Unit Price, DDP Halifax, Transportation costs included, Applicable taxes extra
1	Jacket, Buoyancy Aid Black NSN 4220-21-9041780	200	Each	\$ _____	NA
2	Jacket, Buoyancy Aid Black NSN 4220-21-9041780	250	Each	NA	\$ _____
3	Jacket, Buoyancy Aid Black NSN 4220-21-9041781	250	Each	\$ _____	NA
4	Jacket, Buoyancy Aid Black NSN 4220-21-9041781	350	Each	NA	\$ _____

Solicitation No. - N° de l'invitation  
W8482-178439/A  
Client Ref. No. - N° de réf. du client  
W8482-178439

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr714. W8482-178439

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

<b>5</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041782	<b>500</b>	Each	\$ _____	<b>NA</b>
<b>6</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041782	<b>600</b>	Each	<b>NA</b>	\$ _____
<b>7</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041783	<b>400</b>	Each	\$ _____	<b>NA</b>
<b>8</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041783	<b>500</b>	Each	<b>NA</b>	\$ _____
<b>9</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041784	<b>200</b>	Each	\$ _____	<b>NA</b>
<b>10</b>	Jacket, Buoyancy Aid Black NSN 4220-21-9041784	<b>250</b>	Each	<b>NA</b>	\$ _____

---

**ANNEX B**  
**CONSOLIDATED SPECIFICATION**  
**For**  
**CANADIAN FORCES BUOYANCY GARMENTS**

**1.0 SCOPE:**

1.1 This consolidated specification defines the Canadian Forces (CF) requirement for the procurement of the following buoyancy garments:

1. NSN: 4220-21-904-1779 A/A, JACKET BUOYANCY AID, BLACK, WITH REFLECTIVE TAPE AND BEAVERTAIL.
2. NSN: 4220-21-904-6358 A/A, JACKET BUOYANCY AID, HI-VISIBILITY, WITH REFLECTIVE TAPE AND BEAVERTAIL.
3. NSN: 4220-21-904-1958A/A, JACKET BUOYANCY AID, GREEN, WITH REFLECTIVE TAPE AND BEAVERTAIL.
4. NSN: 8415-21-920-2556 A/A, BIB OVERALLS BUOYANCY AID, BLACK
5. NSN: 8415-21-879-7912 A/A, COVERALLS ANTI-EXPOSURE, HI-VISIBILITY

**2.0 PURPOSE:**

2.1 These buoyancy garments are worn by CF personnel to provide environmental protection in extreme cold and foul weather conditions by insulating the wearer from exposure to wind, cold, precipitation and spray and to provide emergency flotation and hypothermia protection during cold water immersion, to a level of which meets or exceeds that provided by Canadian Government Standards Board (CAN/CGSB) approved personnel flotation devices in accordance with CAN/CGSB 65.11-M88.

**3.0 APPLICABLE DOCUMENTS:**

3.1 The following Department of National Defence (DND) documents form part of this specification to the extent specified herein and will be available to all bidders. Unless otherwise specified, the issue or amendment of documents effective for a particular contract shall be that in effect on the date of the invitation to tender or the contract.

1. **DSSPM 2-2-80-500, Specification for CADPAT (TW) Canadian Disruptive Pattern Temperate Woodland**
2. **D-02-002-001/SG-001 Identification Marking of Canadian Military Property**
3. **D-LM-008-036/SF-000 Specification for Minimum Requirements for Manufacturer's Standard Pack**

3.2 The following non Department of National Defence documents are the responsibility of the contractor to obtain:

1. **CAN/CGSB-65.11-M88 Standard for Personal Floatation Devices**
2. **CAN/CGSB-65.18-M86 Closed Cell Foamed Polymeric Materials**

3. **CAN/CGSB-65.19-2004 Textile Components of Life Jackets and Personal Floatation Devices**
4. **National Fire Protection Association (NFPA) 2112**
5. **NFPA 70E**
6. **American Society for Testing and Materials (ASTM) 3786**
7. **ASTM D 2594**
8. **American Association of Textile Chemists and Colorists (AATCC) 8**
9. **AATCC 61**

**4.0 SEALED PATTERNS/DRAWINGS:**

- 4.1 There are no sealed patterns or drawings available for the CF buoyancy Garments or FR thermal inserts.

**5.0 MANDATORY REQUIREMENTS:**

- 5.1 CF buoyancy garments and FR thermal inserts must meet all of the following mandatory requirements.
- 5.1.1 These mandatory requirements are consolidated into the following applicable to all, or garment specific sections:
1. Mandatory Design Requirements All Buoyancy Garments'
  2. Mandatory Design Requirements All Jacket's and Coveralls Anti-Exposure
  3. Mandatory Design Requirements Coveralls Anti-Exposure and Bib-Overalls
  4. Mandatory Design Requirements All Jackets'
  5. Mandatory Design Requirements Bib-Overalls (Specific)
  6. Mandatory Design Requirements Coveralls Anti-Exposure High-Visibility (Specific)
  7. Mandatory Design Requirements Jacket Buoyancy Aid High-Visibility (Specific)
  8. Mandatory Design Requirements Jacket Buoyancy Aid Green (Specific)
  9. Mandatory Design Requirements (FR Thermal Inserts Specific)

**5.2 MANDATORY DESIGN REQUIREMENTS (ALL BUOYANCY GARMENTS'):**

- 5.2.1 All CF buoyancy garments must be manufactured in accordance with the requirements of CAN/CGSB-65.11-M88, standard for Personal Flotation Devices (PFD).
1. All CF buoyancy garments must be certified as passing all Underwriters Laboratories Canada (ULC) performance testing required for PFD's.

2. All CF buoyancy garments must be Department of Transport Canada approved.

5.2.2 NOTE\* only the bib-overalls and FR thermal inserts do not have to be approved as a PFD.

5.2.3 CF buoyancy garments must be made in accordance with the following five (5) DND size requirements:

1. Size Small, Chest Range 32 - 36 inches
2. Size Medium, Chest Range 36 - 40 inches
3. Size Large, Chest Range 40 - 44 inches
4. Size X-Large, Chest Range 44 - 48 inches
5. Size XX-Large, Chest Range 48 - 52 inches

5.2.4 All fabrics and components used in the manufacture of CF buoyancy garments must either be ULC compliant or meet CAN/CGSB-65.19-2004, textile components of life jackets and PFD's.

5.2.5 All fabrics and components used in the manufacture of CF buoyancy garments must be fire resistant (FR).

5.2.6 The outer shell fabric must be a minimum 210 denier incorporating a rip stop weave and weigh no more than 6 ounces per square yard (+0/-2 ounces).

5.2.7 All CF buoyancy garments must incorporate a lightweight inner FR lining which facilitates rapid donning and doffing of the garments, including with footwear being worn.

5.2.8 All fabrics and components used in the manufacture of CF buoyancy garments must be non-toxic and non-irritating to the wearer.

5.2.9 All buoyancy garments will be worn in conjunction with standard CF combat clothing which may include an FR fleece insert.

5.2.10 All CF buoyancy garments must incorporate a pronounced design e.g. (elbows and knees) which enhances mobility allowing the wearer unimpeded lifting, reaching or bending.

5.2.11 All CF buoyancy garments must incorporate a full length two-way zippered front opening (collar/bib to bottom/crotch) covered by a full length securable storm flap.

1. The zipper and fastening components must not pinch or cause abrasion to the neck/chin area of the users exposed skin.

5.2.12 All CF buoyancy garments must incorporate material(s) at the elbow, (buttocks-area) and knees which provide additional protection/padding.

5.2.13 All CF buoyancy garments must have a D-ring attachment buckle at the waist level which facilitates the connection of an engine kill-switch tether.

**5.3 MANDATORY DESIGN REQUIREMENTS (ALL JACKET'S AND COVERALLS ANTI-EXPOSURE):**



- 
- 5.3.1 CF buoyancy jackets and coveralls anti-exposure must have a high visibility adjustable one size fit all hood.
1. The hood must provide additional thermal protection, against (head) heat loss.
  2. The hood must be affixed to the garment and when not in use storable within the collar.
  3. The hood must incorporate a tightening/shaping system which allows the wearer to close the hood around the face during inclement weather conditions.
  4. The hood must incorporate a duck-bill shaped brim which ensures water will drain away, beyond the collar/neck opening.
  5. The hood must be fitted with intersecting SOLAS approved retro-reflective tape (3M Scotchlite part number 6755 (or equivalent). to aid in detection when needed.
  6. The hood must have a 2-inch square hook and loop patch (loop side exposed) sewn on the top (centre) of the hood, used to mate with the in service distress light.
- 5.3.2 CF buoyancy jackets and coveralls anti-exposure must have an extended high visibility collar.
1. The collar must be FR fleece lined providing additional thermal protection for the face / head and neck area.
  2. The collar edges must be rounded so as to not cause injury to the wearers face or eyes in high wind conditions.
- 5.3.3 CF buoyancy jackets and coveralls anti-exposure must have sewn from the base of the collar and centered with the neckline, a double layer, 3 inch long (exposed) piece of MIL-PRF-5038, Type III Nylon tape webbing.
1. The webbing must have one inch (centered) from the anchored end, one MS27983-3N stud Fastener attached.
- 5.3.4 CF buoyancy jackets and coveralls anti-exposure must have 2 inch wide by 16 inch long pieces of SOLAS approved retro-reflective tape (3M Scotchlite part number 6755 (or equivalent) centered and sewn from the highest point of each shoulder downwards towards the chest and back.
- 5.3.5 CF buoyancy jackets and coveralls anti-exposure must have a rank tab attached to the storm flap of the garment (Appendix A).
- 5.3.6 CF buoyancy jackets and coveralls anti-exposure must have on the upper left arm (as worn) a pocket which provides a minimum of 27 square inches of secure stowage space and a minimum of two pen/pencil slots.
- 5.3.7 CF buoyancy jackets and coveralls anti-exposure must have a 2 inch wide by 6 inch long piece of hook and loop fastener tape (loop side out) sewn horizontally to the right side of the garment (chest) as worn below the yoke seam.
- 5.3.8 CF buoyancy jackets and coveralls anti-exposure must have in line on the opposite side (chest) one sewn-on four way (ITW Nexus Fast-Tab™ 2) or equivalent for the attachment of accessories.

- 
- 5.3.9 CF buoyancy jackets and coveralls anti-exposure must have a minimum of one mesh inside upper chest pocket which provides a minimum of 35 square inches of secure stowage space.
- 5.3.10 CF buoyancy jackets and coveralls anti-exposure must have two large external cargo pockets positioned below the waist belt which provide a minimum of 54 square inches of secure stowage space.
- 3.5.11 CF buoyancy jackets and coveralls anti-exposure must have fleece-lined (both sides) hand warmer pockets.
- 5.3.12 Pockets (except for mesh) must be constructed with features allowing for drainage.
- 5.3.13 CF buoyancy jackets and coveralls anti-exposure must have a waist belt integrally engineered as part of the garment to help prevent in-water garment slide-up and flushing.
1. The belt must be constructed in a manner which allows an injured wearer to tighten the garment using only one hand.
  2. The belt must use webbing and buckles of no less than 1.5 inches in width.
- 5.3.14 CF buoyancy jackets and coveralls anti-exposure must incorporate upper arm anti-flushing straps which incorporate an elasticized closure system, contained within a sheath of the outer shell material, which can be secured with one hand.
- 5.3.15 CF buoyancy jackets and coveralls anti-exposure sleeve ends must be designed with double storm cuffs, to prevent water from entering at the wrists during the performance of normal duties in foul weather conditions.
1. The inner cuff must be made from lightweight stretchable FR neoprene fabric incorporating an independent hook and loop closure.
  2. The inner cuff must be recessed a minimum of 3 inches back from the edge of the outer cuff.
  3. The outer cuff must be large enough to allow for hand wear (gloves) with gauntlets to be worn without bunching, and for the gauntlets to be positioned between the inner and outer cuffs.
  4. The outer cuff must have an elasticized closure system, contained within a sheath of the outer shell material, which can be secured with one hand.
  5. The inside end of the sleeves must be constructed with mesh to allow for drainage and breath-ability.
- 5.4 MANDATORY DESIGN REQUIREMENTS (COVERALLS ANTI-EXPOSURE AND BIB-OVERALLS):**
- 5.4.1 CF coveralls anti-exposure and bib-overall buoyancy garments must include an adjustable elasticized suspender system to aid the wearer in comfort and fit.
1. The suspender system shall be made with 1.5 inch elasticized webbing and must have a spreader/seperator in the back.

2. The sewn anchor points of the suspenders must be reinforced to avoid tearing or damage to the coveralls/bib-overalls.

5.4.2 CF coveralls anti-exposure and bib-overall buoyancy garments must have zippered leg opening to facilitate donning over top of large size protective footwear.

1. If a waterproof zipper is not used, the leg opening must be made using a full length gusset.

5.4.3 CF coveralls anti-exposure and bib-overall buoyancy garment leg bottoms (cuffs) must incorporate an elasticized, sheathed closure which facilitates tightening of the cuff around the foot.

5.4.4 CF coveralls anti-exposure and bib-overall buoyancy garments must incorporate adjustable anti-flushing straps above the knee.

1. The flushing straps must be made using 1 inch webbing and buckles, be sheathed and incorporate elasticity (stretch).

5.4.5 CF coveralls anti-exposure and bib-overall buoyancy garment leg bottoms (cuffs) must incorporate mesh for drainage and breathability.

## **5.5 MANDATORY DESIGN REQUIREMENTS (ALL JACKETS):**

5.5.1 All CF buoyancy jacket must incorporate an insulated groin protector, (beavertail) to provide thermal protection to the groin area helping to slow the onset of hypothermia when immersed.

1. The beavertail must be made from FR fabric.
2. The beavertail must be ergonomically designed (shaped) for fit and comfort.
3. When not deployed the beavertail must be able to be stored in a manner, which does not interfere with the buoyancy jacket, or cause any discomfort to the wearer.
4. The beavertail must be able to be deployed by the wearer when immersed in water.
3. The beavertail must be able to be quickly adjusted (tightened or loosened) by the wearer while submersed in water.
4. The beavertail must be completely detachable (replaceable) so as to aid in extending the life of the garment.

5.5.2 All CF buoyancy jackets must include a lightweight/detachable FR thermal insert.

## **5.6 MANDATORY DESIGN REQUIREMENTS (BIB-OVERALLS SPECIFIC):**

5.6.1 CF bib-overalls must have waist adjusting straps which incorporate elasticity.

5.6.2 CF bib-overalls must have two large external cargo pockets positioned below waist level which provide a minimum of 54 square inches of secure stowage space.

## **5.7 MANDATORY DESIGN REQUIREMENTS (COVERALLS ANTI-EXPOSURE SPECIFIC):**

- 5.7.1 CF coveralls anti-exposure outer shell color must be high visibility green, in accordance with ANSI/ISEA 107-2010, Class III.
- 5.7.2 The coveralls anti-exposure must incorporate an inherently buoyant supporting pillow (IBP) which when deployed forces the wearers head/neck upwards assisting in freeboard and situational awareness.
1. The IBP must be quickly deployable into the support position by the wearer when immersed in water.
  2. The IBP must not interfere with any inner layers of protective clothing.
  3. When not deployed the IBP must be storable in a manner which does not interfere with the coveralls anti-exposure, or cause discomfort to the wearer.

**5.8 MANDATORY DESIGN REQUIREMENTS (JACKET BUOYANCY AID HI-VISIBILITY SPECIFIC):**

- 5.8.1 The jacket buoyancy aid hi-visibility outer shell color must be high-visibility green, in accordance with ANSI/ISEA 107-2010, Class III.

**5.9 MANDATORY DESIGN REQUIREMENTS (JACKET BUOYANCY AID GREEN SPECIFIC):**

- 5.9.1 The jacket buoyancy aid green outer shell color must be Canadian average green (IR), in accordance with DSSPM D-80-001-500/SF-001 Specification for Canadian Disruptive Pattern Temperate Woodland.
1. It is desirable, that the outer shell color be in full Canadian Disruptive Pattern Temperate Woodland.
- 5.9.2 The jacket buoyancy aid green collar and hood must not incorporate high-visibility colors.
- 5.9.3 For when rescue (detection) is necessary, the jacket buoyancy aid green must incorporate completely-concealable SOLAS retro-reflective tape strips which allows the wearer to both deploy and re-conceal them (one-handed) while immersed in water.

**5.10 MANDATORY DESIGN REQUIREMENTS (FR THERMAL INSERT'S SPECIFIC):**

- 5.10.1 All CF buoyancy jackets must include a lightweight/detachable FR thermal insert which meets the following mandatory requirements:

**TABLE 1: THERMAL INSERT FABRIC PERFORMANCE REQUIREMENTS**

TEST	TEST METHOD	SPECIFICATION REQUIREMENT
Flame Resistance	NFPA 2112	No melt no drip with a Char rating of less than 4 inches
ARC Rating	NFPA 70E	HRC 2 EBT = 18 Cal/cm2 or better
Heat and Thermal Shrinkage	NFPA 2112	(Length and Width) must be 10% or less
Burst Resistance	ASTM 3786	must meet minimum specification of 60
Stretch Resistance (Loose)	ASTM D 2594	Width must be no more than 60%
Colorfastness to Crocking	AATCC 8	Minimum Specification Wet: 3 and Dry: 4
Colorfastness to	AATCC 61	Minimum Specification: 3

Laundering		
------------	--	--

5.10.2 The FR thermal insert fabric must weigh a maximum of 7 ounces per square yard (+/- 7.5%).

5.10.3 The FR thermal inserts must be made in the following two colors:

1. Black for both jackets buoyancy aid high-visibility and black.
2. Canadian average green for the jackets buoyancy aid green.

5.10.4 The FR thermal inserts must be made in five corresponding sizes, accurately fitting with each of the buoyancy aid jackets (Para 5.2.3).

5.10.5 The FR thermal inserts must incorporate the following design-features:

1. The FR thermal inserts must attach to the buoyancy aid jackets incorporating a method which does not cause pressure points (discomfort) to the wearer, (hook and loop fastener tape is not acceptable).
2. The thermal FR insert shoulders and elbows must be reinforced for abrasion resistance.
3. The thermal FR inserts must incorporate two external cargo/hand warmer pockets.
4. The thermal FR inserts must include a minimum of one inside securable stowage pocket.
5. The thermal FR inserts must incorporate a zippered front closure with storm flap.
6. The FR thermal inserts must have a rank tab attached to the storm flap of the garment (Appendix A).
6. The thermal FR inserts must include a snag free elasticized shock-cord bottom with adjusting barrel lock(s).
7. The thermal FR inserts must include extended cuffs which incorporate thumbholes.

## **6.0 DND SIZE REQUIREMENT:**

6.1 CF buoyancy garments must be made in accordance with the DND size requirements (Para 5.2.3).

## **7.0 ASSIGNED NATO STOCK NUMBERS (NSN):**

7.1 CF buoyancy garments must include on all labels, the following assigned NSN'S:

### **7.2 JACKET BUOYANCY AID, BLACK:**

1. NSN: 4220-21-904-1780, Size Small.
2. NSN: 4220-21-904-1781, Size Medium:
3. NSN: 4220-21-904-1782, Size large.
4. NSN: 4220-21-904-1783, Size X-Large.

5. NSN: 4220-21-904-1784, Size XX-Large.

**7.3 JACKET BUOYANCY AID, HI-VISIBILITY:**

1. NSN: 4220-21-904-6359, Size Small.
2. NSN: 4220-21-904-6360, Size Medium:
3. NSN: 4220-21-904-6361, Size large.
4. NSN: 4220-21-904-6362, Size X-Large.
5. NSN: 4220-21-904-6363, Size XX-Large.

**7.4 JACKET BUOYANCY AID, GREEN:**

1. NSN: 4220-21-904-1959, Size Small.
2. NSN: 4220-21-904-1960, Size Medium:
3. NSN: 4220-21-904-1961, Size large.
4. NSN: 4220-21-904-1962, Size X-Large.
5. NSN: 4220-21-904-1963, Size XX-Large.

**7.5 BIB OVERALLS BUOYANCY AID, BLACK:**

1. NSN: 8415-21-920-2558, Size Small.
2. NSN: 8415-21-920-2559, Size Medium.
3. NSN: 8415-21-920-2560, Size Large.
4. NSN: 8415-21-920-2561, Size X-Large.
5. NSN: 8415-21-920-2562, Size XX-Large.

**7.6 COVERALLS ANTI-EXPOSURE, HI-VISIBILITY:**

1. NSN: 8415-21-905-7394, Size Small
2. NSN: 8415-21-879-9971, Size Medium
3. NSN: 8415-21-879-9970, Size Large
4. NSN: 8415-21-905-7493, Size X-Large
5. NSN: 8415-21-905-7494, Size XX-Large

**7.7 FR THERMAL INSERT'S:**

- 7.7.1 Each size of FR thermal insert will be assigned a NSN following contract award.

## **8.0 LABELLING:**

- 8.1 All CF buoyancy garments must include labelling and instructions in accordance with CAN/CGSB-65.11-M88.
- 8.1.1 In addition, and in accordance with D-02-002-001/SG-001 Identification Marking of Canadian Military Property by means of permanent printing or sewn on label all CF buoyancy garments and FR thermal inserts must include the following information in both English and French:
1. **Description of the buoyancy garment.**  
Example: DND Jacket Buoyancy Aid, Hi-Vis
  2. **NATO Stock Number (as assigned).**  
Example: NSN: 4220-21-904-6360
  3. **Size:**  
Example: Medium
  4. **Lot Number.**  
Example: 101/09/16
  5. **Contract Number and Date of manufacture.**  
Example: W8486-0000, 09/2016
  6. **Contractors Name or recognized trademark.**  
Example: 123-XYZ Company Inc.

## **9.0 PACKAGING:**

- 9.1 Packaging of CF buoyancy garments must be as follows:
- 9.1.1 Each CF buoyancy garment must be individually packaged, sealed and labeled for long-term storage.
- 9.1.2 Each box or shipping container must have a label attached in accordance with D-LM-008-036/SF-000, Specification for Minimum Requirements, for Manufacturer's Standard Pack
- 9.1.3 It is the responsibility of the bidder upon contract award to contact each Canadian Forces Supply Depot and make the necessary arrangements for final packaging and shipping.

## **10.0 WARRANTY:**

- 10.1 The contractor must warranty the workmanship and materials of all CF buoyancy garments for a period of eighteen (18) months from the date of manufacture.
- 10.1.1 Any CF buoyancy garment which fails within an 18 month period from the date of manufacture will be returned to the contractor by DND.
- 10.1.2 A maximum turnaround time of 30 calendar days is allowed, from receipt of any compromised garment/s by the contractor or its repair facility to complete the repair, replace and return the garment/s to the nearest Canadian Forces Base or Supply Depot at the contractor's expense.

## **11.0 BID AND PRE-AWARD SAMPLE REQUIREMENTS:**

- 11.1 See Annex C.

**12.0 PRE-PRODUCTION REQUIREMENTS:**

12.1 See Annex C.

**13.0 PRODUCTION, QUALITY ASSURANCE INSPECTIONS AND TESTING REQUIREMENTS AND RECORDS:**

13.1 See Annex C.

**14.0 DEPARTMENT OF NATIONAL DEFENCE VISITS AND INSPECTIONS:**

14.1 Production testing of the first lot must be witnessed by the Department of National Defence Technical Authority at the contractor's manufacturing facility.

14.1.1 The Department of National Defence Technical Authority and Director Quality Assurance representative reserves the right upon award of contract to visit the production facility during normal working hours without notice for the purpose of witnessing CF buoyancy garment production and testing.

14.1.2 The Department of National Defence reserves the right to withdraw samples off the production line and conduct their own testing.



**APPENDIX A OF ANNEX B**  
**Rank Tab for Buoyancy Jackets and Coveralls Anti Exposure**

**Materials**

**Snap fasteners.** The snap fasteners shall be regular spring clamp type in brass with a black finish with a phosphor bronze spring, consisting of the following pieces: Socket, Fastener, Stud, Fastener, Eyelet, Fastener and Button, Fastener.

**Sewing**

**Snap fasteners.** When snap fasteners are being inlaid, the contractor may add reinforcement under the shell material as required. Careful consideration shall be given to the attaching force of the snap fastener machine to ensure that **all parts** of the snap fastener will remain attached and functional for the life of the garment.

**Construction**

**Rank Tab.** The rank tab shall be made of two layers of shell material and one interlining layer of shell material.

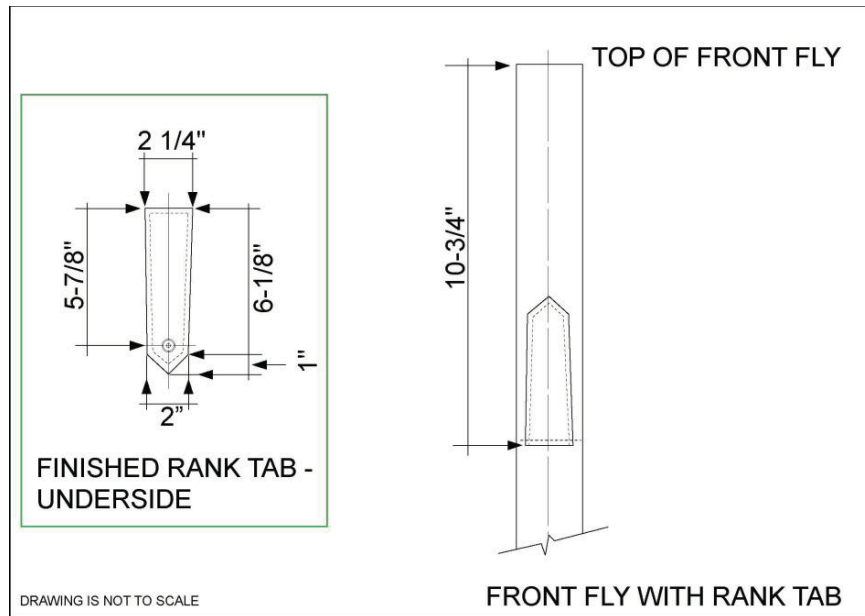
A female snap fastener shall be positioned and centred on the underside layer 1-1/4 inch (3.2 cm) from the pointed end.

With right sides together, the rank tab shall be seamed along the sides and pointed end, turned inside out and stitched 1/4-inch (6.4 mm) gauge. The sides of the tab facing shall be caught in this seam.

The bottom end of the rank tab shall be positioned and centred on the front side of the fly facing 10-1/2 inches (26.7 cm) from the top edge and sewn at 1/4-inch (6.4 mm) gauge. The rank tab shall be flipped and the bottom sewn at 1/4-inch (6.4 mm) gauge.

A male snap fastener assembly shall be positioned on the front fly as to ensure proper closure with the female snap fastener assembly on the underside of the shoulder strap.

2 1/4"
5-7/8"
6-1/8"
1"
2"
FINISHED RANK TAB - UNDERSIDE
DRAWING IS NOT TO SCALE
TOP OF FRONT FLY
10-3/4"
FRONT FLY WITH RANK TAB



---

**ANNEX C**  
**STATEMENT OF WORK FOR**  
**THE PROCUREMENT OF**  
**CANADIAN FORCES BUOYANCY GARMENTS**

**1.0 SCOPE:**

1.1 The purpose of this Statement of Work is to define the Department of National Defence requirements and the scope of work to be performed by the contractor to ensure the successful procurement of the following Canadian Forces buoyancy garments:

1. NSN: 4220-21-904-1779 A/A, JACKET BUOYANCY AID, BLACK, WITH REFLECTIVE TAPE AND BEAVERTAIL.
2. NSN: 4220-21-904-6358 A/A, JACKET BUOYANCY AID, HI-VISIBILITY, WITH REFLECTIVE TAPE AND BEAVERTAIL.
3. NSN: 4220-21-904-1958A/A, JACKET BUOYANCY AID, GREEN, WITH REFLECTIVE TAPE AND BEAVERTAIL.
4. NSN: 8415-21-920-2556 A/A, BIB OVERALLS BUOYANCY AID, BLACK
5. NSN: 8415-21-879-7912 A/A, COVERALLS ANTI-EXPOSURE, HI-VISIBILITY

**2.0 APPLICABLE DOCUMENTS:**

2.1 The following Department of National Defence documents which form part of this solicitation will be included as part of the request for proposal:

1. **ANNEX B, Consolidated Specification for Canadian Forces Buoyancy Garments**
2. **DSSPM 2-2-80-500, Specification for CADPAT (TW) Canadian Disruptive Pattern Temperate Woodland**
3. **D-02-002-001/SG-001 Identification Marking of Canadian Military Property**
4. **D-LM-008-036/SF-000 Specification for Minimum Requirements for Manufacturer's Standard Pack**

2.2 The following non Department of National Defence documents are the responsibility of the contractor to obtain:

1. **CAN/CGSB-65.11-M88 Standard for Personal Floatation Devices**
2. **CAN/CGSB-65.18-M86 Closed Cell Foamed Polymeric Materials**
3. **CAN/CGSB-65.19-2004 Textile Components of Life Jackets and Personal Floatation Devices**
4. **National Fire Protection Association (NFPA) 2112**
5. **NFPA 70E**
6. **American Society for Testing and Materials (ASTM) 3786**

7. **ASTM D 2594**

8. **American Association of Textile Chemists and Colorists (AATCC) 8**

9. **AATCC 61**

**2.3 ORDER OF PRECEDENCE:**

2.3.1 In the event of any inconsistency in contract documents such as contract and specification, the order of precedence must be:

1. The contract.
2. The specification.

2.3.2 In the event of any inconsistency between the specification and the references cited herein, the order of precedence must be:

1. This statement of work.
2. The specification.

2.3.3 In the event of inconsistency within the specification, including inconsistency between languages, the Department of National Defence Technical Authority must be contacted for clarification.

**3.0 SEALED PATTERNS/SAMPLES:**

3.1 There are no sealed patterns or samples available.

**4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE):**

4.1 There will be no GFE supplied for this contract

**5.0 GOVERNMENT SUPPLIED MATERIAL(S):**

5.1 There will be no GSM supplied for this contract.

**6.0 SPECIAL TOOLS AND TEST EQUIPMENT (STTE):**

6.1 There will be no STTE supplied for this contract.

**7.0 WARRANTY:**

7.1 In accordance with Annex B, (Para 10 through 10.1.2).

**8.0 BID AND PRE-AWARD REQUIREMENTS:**

8.1 The following must be included as part of the bid:

8.1.1 One sample of each type of buoyancy garment being procured (jacket(s), bib-overalls or coveralls anti-exposure) which are Transport Canada or United States Coast Guard approved as a personal flotation device (except for bib-overalls and FR thermal inserts), for which the bidder owns the approvals.

- 8.1.2 Garment size(s) for pre-award samples must be different, unless only one type of CF buoyancy garment is being procured.
- 8.1.3 One thermal insert, in corresponding size to each of the buoyancy jackets which includes all design-features as listed in Annex B, (Para 5.10.5, 1 through 7).
- 8.1.4 NOTE: pre-award samples will remain property of the Department of National Defence
- 8.1.5 Conceptual drawings of each garment being procured, which illustrate and explain how the bidder intends to meet all mandatory design requirements for each garment.
- 8.1.6 A proposed manufacturing and testing plan.
- 8.1.7 A proposed quality assurance plan.
- 8.1.8 A proposed production and delivery plan.
- 8.1.9 A signed statement acknowledging that the bidder is in agreement with the warranty requirements as detailed, (Annex B, Para 10 through 10.1.2).
- 8.2 Exceptions:
- 8.2.1 The fabrics used for the buoyancy garment and thermal insert pre-award samples only do not have to be FR.
- 8.2.2 The buoyancy garment and thermal insert pre-award samples only do not have to be in the specified color or have IRR compliancy.
- 9.0 EVALUATION OF BIDS:**
- 9.1 Bid evaluation will be conducted by the Department of National Defence Technical Authority using the Mandatory Technical Requirements of Table 1.

**Bidder Identification # \_\_\_\_\_**

Mandatory Technical Requirements ( <b>MTR</b> ) for CF buoyancy garment Bid Evaluation	Compliant	Noncompliant	Bid Deviations	Substantiation
<b>MTR 1:</b> One sample of each type of buoyancy garment being procured (jacket, bib-overalls or coveralls anti-exposure) which is Transport Canada or United States Coast Guard approved as a personal flotation device (except for bib-overalls and FR thermal inserts), for which the bidder owns the approvals.				

<b>MTR 2:</b> Garment size(s) for pre-award samples must be different, unless only one type of CF buoyancy garment is being procured.				
<b>MTR 3:</b> One thermal insert in corresponding size to each of the buoyancy jackets which includes all design-features as listed in Annex B, (Para 5.10.5, 1 through 7).				
<b>MTR 4:</b> Conceptual drawings of each garment being procured, which illustrate and explain how the bidder intends to meet all mandatory design requirements for each garment.				
<b>MTR 5:</b> A proposed manufacturing and testing plan.				
<b>MTR 6:</b> A proposed quality assurance plan.				
<b>MTR 7:</b> A proposed production and delivery plan.				
<b>MTR 8:</b> A signed statement acknowledging that the bidder is in agreement with the warranty requirements as detailed, (Annex B, Para 10 through 10.1.2).				

**Table 1**

## **10.0 PRE-PRODUCTION REQUIREMENTS:**

### **10.1 Pre-production Samples:**

10.1.1 No later than one-hundred and twenty (120) days from the date of contract award, the contractor must have completed all mandatory pre-production testing and delivered the following:

1. One pre-production sample of each type of CF buoyancy garment(s) being procured in each of the five (5) required DND sizes, which meet all mandatory design requirements of (Annex B).

10.1.2 NOTE: Following evaluation of the required pre-production samples, two samples of each type of buoyancy garment being procured will remain property of the Department of National Defence, the remainder will be returned to the contractor.

10.2 Proof of Performance Testing and Certificates of Compliance:

10.2.1 In addition, the contractor must provide the following:

1. Copies of the of testing by an independent accredited test facility of the contractor's choice, which provides proof that all CF buoyancy garments have underwent and passed all testing required for a ULC certified and Transport Canada approved personal flotation device which meets CAN/CGSB-65.11.M88.
2. A copy of the Transport Canada approval certificate, for each type of CF buoyancy garment.
3. Non predated certificates of compliance for all materials and components used in the manufacture of all CF buoyancy garments and FR thermal inserts which provide proof of conformance.
4. A detailed manufacturing and testing plan to be approved by the National Defence Technical Authority and Director Quality Assurance representative.
5. A detailed quality assurance plan to be approved by the National Defence Technical Authority and Director Quality Assurance representative.
6. A proposed production and delivery plan to be approved by the National Defence Technical Authority, Director Quality Assurance representative and National Defence Procurement Authority.

11.0 **EVALUATION OF CF BUOYANCY GARMENT AND FR THERMAL INSERT PRE-PRODUCTION SAMPLES:**

11.1 CF buoyancy garment and FR thermal insert pre-production samples will be evaluated by the Department of National Defence using the Mandatory Technical Requirements of Annex B, (Para 5.0 through Para 8.0) and those listed in Table 2.

**Bidder Identification # \_\_\_\_\_**

Mandatory Technical Requirements (MTR) for CF buoyancy garment Bid Evaluation	Compliant	Non-Compliant	Substantiation
<b>MTR 1:</b> No later than one-hundred and twenty (120) days from the date of contract award, the contractor must have completed all mandatory pre-production testing and delivered the following:			

1. One pre-production sample of each type of CF buoyancy garment(s) and FR thermal insert being procured in each of the five (5) required DND sizes, which meets all mandatory design requirements of (Annex B, Para 5.0 through 8.0).			
<b>MTR 2:</b> Copies of the of testing by an independent accredited test facility of the contractor's choice, which provides proof that all CF buoyancy garments have underwent and passed all testing required for a ULC certified and Transport Canada approved personal flotation device which meets CAN/CGSB-65.11.M88.			
<b>MTR 3:</b> A copy of the Transport Canada approval certificate, for each type of CF buoyancy garment.			
<b>MTR 4:</b> Non predated certificates of compliance for all materials and components used in the manufacture of all CF buoyancy garments.			
<b>MTR 5:</b> A detailed manufacturing and testing plan to be approved by the National Defence Technical Authority and Director Quality Assurance representative.			
<b>MTR 6:</b> A detailed quality assurance plan to be approved by the National Defence Technical Authority and Director Quality Assurance			



representative.			
<b>MTR 7:</b> A proposed production and delivery plan to be approved by the National Defence Technical Authority, Director Quality Assurance representative and National Defence Procurement Authority.			

**Table 2**

**12.0 PRODUCTION DELIVERABLES:**

- 12.1 Firm contract quantities, and any possible option quantities of CF buoyancy garments and FR thermal inserts required to be manufactured and delivered by the contractor will be specified within the contract.
- 12.1.1 Delivery locations for the contract firm and any possible option quantities will be as specified within the contract.
- 12.1.2 The contractor must deliver fifty percent of the firm contract quantity no later than one-hundred and twenty (135) days following approval of all pre-production requirements.
- 12.1.3 The remaining fifty percent of the firm contract quantity must be delivered no later than ninety days from the first fifty percent (210 days following approval).

**13.0 PRODUCTION, QUALITY ASSURANCE INSPECTIONS, TESTING REQUIREMENTS AND RECORDS:**

- 13.1 During the production of CF buoyancy garments and FR thermal inserts the contractor must follow the approved test plan.
- 13.1.1 CF buoyancy garment production lot size must not exceed quantity 250 and must not be less than 50 with the exception of the last lot of a production day, or contracted quantity.
- 13.1.2 Lots must be manufactured under the same conditions.
- 13.1.3 The contractor must keep all production and test records, which must be made available to the Department of National Defence Technical Authority or Director Quality Assurance representative at any time during production.
- 13.1.4 Copies of all production and test records must be forwarded to the Department of National Defence Technical Authority upon completion of production, for both the firm contract and any option quantity's.

**14.0 CONTRACTUAL/PRODUCTION MEETINGS:**

14.1 Immediately following contract award, the contractor will arrange a meeting with the Department of National Defence Technical Authority at the contractor's facility to witness CF buoyancy garment and FR thermal insert production, quality assurance inspections and production testing requirements.

14.1.1 This meeting must take place as soon as possible at the beginning of the production run.

14.1.2 The Department of National Defence reserves the right to pull samples directly from the production line and conduct their own independent testing.

**15.0 ADMINISTRATIVE REQUIREMENTS:**

15.1 Normal day-to-day activities concerning this SOW must be conducted between the contractor point of contact and the Department of National Defence Technical, and Procurement Authorities.

15.1.1 The contractor must appoint one main point of contact with and provide the name and contact information within 5 business days following contract award.

15.1.2 The Contractor must perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all forms, reports and correspondence, relating to this contract.

15.1.3 When meetings are required, the Contractor must be responsible for taking minutes of all meetings in an approved format and submitting such minutes to the Department of National Defence Technical and Procurement Authorities, and Public Works and Government Services Canada (PWGSC) contracting officer within five (5) working days following the meeting.

Solicitation No. - N° de l'invitation  
W8482-178439/A  
Client Ref. No. - N° de réf. du client  
W8482-178439

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr714. W8482-178439

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

---

## **ANNEX D 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 E 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)