



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

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

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

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Clothing and Textiles Division / Division des vêtements et
des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet Dry suits for small craft operation Combinaisons étanches pour opérations	
Solicitation No. - N° de l'invitation E60PR-22DRS1/A	Date 2022-05-20
Client Reference No. - N° de référence du client E60PR-22DRS1	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PR-735-81215
File No. - N° de dossier pr735.E60PR-22DRS1	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-06-21 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Swanson, Manon	Buyer Id - Id de l'acheteur pr735
Telephone No. - N° de téléphone (343)550-1659 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

Means The Conservation & Protection Directorate of Fisheries and Oceans Canada and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include The Requirement, Specification, Quarterly Report Template and the Evaluation Criteria for PAS

1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO), on behalf of The Conservation & Protection Directorate of Fisheries and Oceans Canada and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11. including Provincial/Territorial Identified users listed below, for the provision of Commercially Available Off-The-Shelf (COTS) constant-wear Law Enforcement Dry Suits (LEDS) for small craft operations for delivery across Canada.

The Standing Offer will be valid from the date of issuance of the Standing offer for a period of three (3) years with the possibility to extend for an additional two (2) one year periods.

Below is a list of provinces who have shown interest in making call-ups against the Standing Offer:

- **The Government of the Province of British Columbia**
- **The Government of the Province of Nova-Scotia**
- **The Government of the Province of Manitoba including:**
 - University of Manitoba
 - Winnipeg School Division
 - City of Brandon
 - City of Winnipeg

- **The Government of the Province of Ontario including:**

- Ontario Provincial Police (OPP)
- Town of Innisfil
- Carleton University

1.2.1 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada

1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement".

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022/03/29) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the RFSO using Canada Post Corporation's (CPC) Connect service or fax (819-997-9776).

Note: For offerors choosing to submit using CPC Connect service for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2006, or to send offers through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.3 Improvement of Requirement during Solicitation Period

Should offerors consider that the specifications or Statement of Work contained in the offer solicitation could be improved technically or technologically, offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the bid solicitation. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular offeror will be given consideration provided they are submitted to the Standing Offer Authority at least seven (7) days before the offer closing date. Canada will have the right to accept or reject any or all suggestions.

2.4. Enquiries - Request for Standing Offers

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

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

2.5. Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776). Paper offer will not be accepted.

3.1.1 Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CP Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer, submitted by CP Connect or by fax, must be gathered per section and separated as follows:

- Section I: Technical Offer (soft copy)
- Section II: Financial Offer (soft copy)
- Section III: Certifications (soft copy)
- Section IV: Additional Information (soft copy)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the electronic copy provided through CP Connect service, the wording of the electronic copy provided through CP Connect service will have priority over the wording of the facsimile copy.

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

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

a) use a numbering system that corresponds to that of the Request for Standing Offers

3.2 Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria)

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "A" - Requirement.

3.3.1 Electronic Payment of Invoices - Offer

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

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

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

If 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.

3.3.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

3.5.1 Origin of work

Note to Bidders: *this section applies only to manufacturers and subcontractor that will be doing a portion of the work (e.g. cut & sew), not manufacturers and suppliers of fabric, trim and accessories (e.g. zippers, hook & loop, etc).*

Offerors must provide the name, address and country of manufacturers of the Item(s), including subcontractors, to be utilized in the performance of the contract.

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

a. Name and complete address of manufacturer/subcontractor:

b. Location where work will be _____
(please indicate the complete address if different from the address provided in a.)

c. Nature of manufacturing/subcontracting work performed:

(Enter the information for each manufacturer/subcontractor)

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

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

3.5.2 Standing Offer and Resulting Contract Information

Offeror input is required to complete several sections under Part 7, Standing Offer and Resulting Contract Clauses.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements the following must be submitted at time of Request for Standing Offer closing date at no charge to Canada.

- one (1) pre-award sample consisting of one (1) Dry Suit with English Operating & care Instructions (or when available, bilingual French/English);
 - one (1) Repair kit;
 - one (1) thermal liner;
 - one (1) neoprene survival hood;
 - one (1) 2 pieces base layer (comprised of a top and bottom);
 - one (1) Sizing chart;
 - and all supporting documentation mentioned at Annex D.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements as detailed in the evaluation criteria Annex "D". More than one deviation from the mandatory specifications will result in the offer being declared non-responsive.

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

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

All pre-award samples must be submitted to the following address by the date and time of Request for Standing Offer closing:

PSPC
Mailroom 0B3
Place du Portage, Phase III
11 street Laurier
Gatineau QC
K1A 0S5
ATTN : PR Division, Manon Swanson

The Offeror must ensure that the following information is clearly printed or typed on all pre-award samples and on its packaging:

- a. Solicitation Number; **E60PR-22DRS1/A** (*The solicitation number must be on the package label*)
- b. Name of Offeror; and
- c. Solicitation Closing Date and Time.

Opening hours for delivery : 9am to 3pm

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, DDP (various location across Canada), Incoterms 2000, transportation cost excluded, all applicable Customs Duties and Excise taxes included

The Offeror must submit firm unit pricing for all items (1 to 5) and for the initial 3 years

4.2 Basis of Selection

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

The responsive offer with the lowest aggregate price will be recommended for the issuance of a standing offer (1). Ranking will be established using the estimated quantity for all items, initial 3 years

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2 Additional Certification Precedent to Issuance of a Standing Offer

5.2.1 Samples and Production Certification

The Offeror certifies that:
() the manufacturer that produced the pre-award sample will remain unchanged for the production of the goods to be provided under any call-ups against the Standing Offer

PART 6 – FINANCIAL CAPABILITY

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions:

In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, or if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;

8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and

9.all dollar amounts refer to Canadian dollars.

Key Terms

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

The Conservation & Protection Directorate of Fisheries and Oceans Canada and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

“Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A"

7.1.1. Substitute Products

After issuance of the Standing Offer:

1. Products that are equivalent in form, fit, function and quality to the items specified in the Requirement will be considered if the items specified in the Requirement are no longer available from the manufacturer.
2. Products offered as equivalent in form, fit, function and quality will be considered where the Offeror:
 - 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 technical evaluation criteria that are specified in the Request for Standing Offers (RFSO); and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any technical evaluation criteria.
3. Products offered as equivalent in form, fit, function and quality will not be considered if:
- a. the Offeror fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the technical evaluation criteria specified in the RFSO for that item.
4. In conducting its evaluation of the substitute product, Canada may, but will have no obligation to, request the Offeror to demonstrate, at the sole cost of the Offeror, that the substitute product is equivalent to the items specified in the Requirement.

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2009 (2022/01/28) General Conditions - Standing Offers - Goods or Services, Authorized users apply to and form part of the Standing Offer.

The following sections from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

Section 14 Code of Conduct for Procurement – Standing offer

7.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years from the date of issuance of the Standing Offer

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period. The Offeror offers to extend its offer for two additional 1-year periods (Years 4 and 5), under the same conditions. For Years 4 and 5, the firm unit prices for all items will be determined and adjusted using the firm price of the previous year (decrease/increase) in accordance with Statistic Canada's average Consumer Price Index for all municipalities in Canada. The adjustment shall be made annually based on the average of the CPI of the most recent published twelve months

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:
Manon Swanson
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Telephone: 343-550-1659
E-mail address: manon.swanson@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer will only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted will be at the Offeror's sole risk and expense and must not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

7.5.2 Technical Authority Mailing/Shipping Address

(will be provided at time of issuance of Standing Offer)

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

7.5.3. Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

7.5.4 Offeror's Representative

The person responsible for:

Federal Identified User

General enquiries

Name: _____
Telephone Number: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number _____
E-mail address: _____

Provincial/Territorial Identified Users:

General enquiries

Name: _____
Telephone Number _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number: _____
E-mail address: _____

7.6 Authorized Users

7.6.1 Federal Identified User

The Federal Identified Users authorized to make call-ups against the Standing Offer are The Conservation & Protection Directorate of Fisheries and Oceans Canada and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

7.6.2. Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- **The Government of the Province of British Columbia**
- **The Government of the Province of Nova-Scotia**
- **The Government of the Province of Manitoba including:**
 - University of Manitoba
 - Winnipeg School Division
 - City of Brandon
 - City of Winnipeg
- **The Government of the Province of Ontario including:**
 - Ontario Provincial Police (OPP)
 - Town of Innisfil
 - Carleton University

Disclosure of information – Optional Users

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror

7.7 Call-up Instrument

7.7.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:

PWGSC-TPSGC 942	Call-up Against a Standing Offer
PWGSC-TPGSC 942-2	Call-up Against a Standing Offer - Multiple Delivery
PWGSC-TPSGC 944	Call-up Against Multiple Standing Offers (English version)
PWGSC-TPSGC 945	Commande subséquente à plusieurs offres à commandes (French version)

Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer.

-
- confirmation that funds are available under section 32 of the Financial Administration Act

7.7.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

7.8 Limitation of Call-ups -

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

7.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2009 (2022/01/28) General Conditions - Standing Offers - Goods or Services, Authorized users
- d) 2015A (2022-01-28) – Goods (Medium Complexity) – Authorized Users
- e) Annex “A” - Requirement;
- f) Annex “B” - Specification;
- g) the Offeror's offer dated _____

7.10 Certifications and Additional Information

7.10.1 Compliance

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

7.11 Applicable Laws

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

7.12 Transition to an e-Procurement Solution (EPS)

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

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

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

7.13 Plant closing

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

2022-2023

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

2023-2024

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

2024-2025

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

Extension 1

2025-2026

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

Extension 2

2026-2027

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

7.14 Plant Location

Items will be manufactured at:

B. RESULTING CONTRACT CLAUSES

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

Definitions and Interpretation Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;

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8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
 9. all references to day or days, other than Working Days, means calendar days; and all dollar amounts refer to Canadian dollars.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2015A 2020-015-28, General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified User only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 32 – Anti-forced labour requirements

7.3 Term of Contract

7.3.1 Delivery date

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

While delivery is requested within 30 calendar days after receipt of call-up against the Standing Offer , the best delivery that could be offered is :_____ .

7.4 Payment

7.4.1 Basis of Payment

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

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

7.4.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments
[C5201C](#) 2008/05/12 Prepaid Transportation Costs

7.4.3 Electronic Payment of Invoices – Call-up

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

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

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) One (1) copy must be forwarded to the consignee for certification and payment
 - (b) One (1) copy must be forwarded by e-mail to the person identified in the call-up against the Standing Offer and to the contracting authority
manon.swanson@tpsgc-pwgsc.gc.ca

7.6 Subcontractor(s)

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

Name of Company:

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed:

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

7.7 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 items allows the necessary time to obtain such materials.

7.8 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the call-up document and delivered:
 - (a) DDP Delivered Duty Paid (DDP) (named place of destination as per call-up) Incoterms 2000 for shipments from a commercial contractor.

7.9 Packaging, Rejected Goods, Overrun and Underrun

Packaging

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

Rejected Goods

If any goods are rejected and are sold to commercial outlets, all markings and insignia must be removed before being turned over to the purchaser.

Overrun/Underrun

The quantities stated herein represent the quantities to be delivered in satisfaction of this requirement/contract. No overruns or underruns will be permitted. However, should the contractor experience an overrun, they must provide the details in writing to the Standing offer authority only after contracted quantities have been accepted. At their discretion, the Government may consider all or part of the overruns at a discount from the firm price on the original contract. Any unauthorized overruns will be returned to the contractor at their expense.

7.10 Dispute Resolution

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

Annex "A"
Requirement
Law Enforcements Dry Suits

1. REQUIREMENT

The Conversation & Protection Directorate of Fisheries and Oceans Canada and any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11. including Provincial/Territorial Identified users listed in the SOA have a requirement for a 3 year Standing Offer (SO) with the possibility of two one-year extensions for the provision of Commercially Available Off-The-Shelf (COTS) constant-wear Law Enforcement Dry Suits (LEDS) for small craft operations, over-water helicopter operations, working on ice operations and general hypothermia protection against cold-water exposure.

2. DELIVERY AND INVOICING ADDRESS

Delivery Addresses:	Invoicing address
<p>As per individual call-up document</p> <p>Pacific Region: Conservation & Protection 200-401 Burrard Street Vancouver, BC V6C 3S4</p> <p>Ontario & Prairie and Arctic Regions: Conservation & Protection Suite 301, 5204-50th Ave Yellowknife, NT X1A 1E2</p> <p>Quebec Region: Conservation et protection 104 rue Dalhousie Québec (QC) G1K 7Y7 (418) 254-0116 <i>(For Quebec region, the contractor or its carrier must arrange delivery appointments)</i></p>	<p>As detailed on each call-up</p>

<p>Gulf Region: Conservation & Protection 343 Université Ave P.O. Box 5030 Moncton NB E1C 9B6</p> <p>Maritimes Region: Newfoundland and Labrador Region: Conservation & Protection North Atlantic Fisheries Centre 80 East White Hills Road St. John's, NL A1C 5X1</p>	
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3. Deliverables “as and when requested”

Item	Description	Estimated quantity per year	Unit of issue	Year 1 Firm Unit Price, DDP, Transportation costs excluded, Applicable Taxes extra	Year 2 Firm Unit Price, DDP, Transportation costs excluded, Applicable Taxes extra	Year 3 Firm Unit Price DDP, Transportation costs excluded, Applicable Taxes extra
1	Law Enforcement Dry suit (LEDS) with repair kit, English operating & care instructions as detailed in specification Annex B	Y1:100 Y2:100 Y3:90	ea	\$ _____	\$ _____	\$ _____

Price Y1 – 12 months from Issuance of Standing Offer
 Price Y2 – 13-24 months from Issuance of Standing Offer
 Price Y3 – 25-36 months from Issuance of Standing Offer

Additional requirements

		Estimated quantity per year	Unit of issue	Year 1 Firm Unit Price, DDP, Transportation costs excluded, Applicable Taxes extra	Year 2 Firm Unit Price, DDP, Transportation costs excluded, Applicable Taxes extra	Year 3 Firm Unit Price DDP, Transportation costs excluded, Applicable Taxes extra
2	Fleece type thermal liner.	Y1:100 Y2:100 Y3: 90	ea	\$_____	\$_____	\$_____
3	Neoprene survival hood	Y1:35 Y2:35 Y3:35	ea	\$_____	\$_____	\$_____
4	2-Piece light weight base layer (comprised of a top and bottom)	Y1:150 Y2:130 Y3:120	ea	\$_____	\$_____	\$_____
5	2-Piece mid weight base layer (comprised of a top and bottom)	Y1:120 Y2:100 Y3: 95	ea	\$_____	\$_____	\$_____

ANNEX "B" SPECIFICATION

B.1. Law Enforcement dry suit (LEDS)

The Conservation & Protection Directorate of Fisheries and Oceans Canada is looking to purchase a constant-wear Law Enforcement dry suit (LEDS) ideal for small craft operations, over-water helicopter operations, working on ice operations and general hypothermia protection against cold-water exposure.

In order to provide our Fishery Officers with appropriate Personal Protective Equipment (PPE) and ensure that each employee is properly protected in accordance with the Canada Labour Code – Part II, The LEDS must meet these minimum requirements

Item No.	Specification
1	The LEDS shell must be made of a waterproof and breathable dry suit fabric (example: Gore-tex) with reinforcement of a ballistic nylon which must have incorporated into it drainage that will prevent water becoming trapped in those areas.
2	The neck of the LEDS must come with an adjustable neck seal which does not involve any material overlap. The user must be able to easily and quickly vent the suit with one hand (left or right)
3	The wrists of the LEDS must be made of neoprene or latex.
4	The LEDS must be repairable in theater or garrison with the supplied repair kit and cannot include a requirement for the user to carry additional tools. These field repairs include minor holes or tears that could arise from catching a sharp edge during operations. The repair procedure will render the suit fully operable in less than one hour. Each suit must come complete with a repair kit when it is shipped.
5	The LEDS must have a zipper system for entry and relief that is low profile, lightweight and corrosion resistant which is easy to operate (open and close) by one person. It must be in a location which provides comfort and no pressure spots to the user when wearing other equipment (e.g.: personal flotation devices). <ul style="list-style-type: none">• A compatible lubricant must be supplied

6	<p>The LEDS must have the following pocket systems*:</p> <ul style="list-style-type: none"> • Thigh – Expanding thigh cargo pockets, one on the left leg and one on the right leg. The cargo pocket must fit streamlined to the user’s thigh and not be loose. The pocket must incorporate a hook and loop type(e.g.: Velcro) closure. The cargo pocket must be able to hold work gloves, duty notebook and other small items. The cargo pocket must secure and hold the listed items while the user is working (example: operating equipment, climbing ladders, walking about a vessel). • Calf – Expanding calf cargo pockets, minimum of one. The calf pocket must incorporate a hook and loop type closure and must be large enough to accommodate a survival hood. • Arm –Arm pockets** can be closed, one on the left arm and one on the right arm. <ul style="list-style-type: none"> ○ The pockets must be large enough to accommodate standard sized pens, identification cards and other similarly sized items. <p>*All pockets must be designed to be self-draining.</p> <p>**The placement of arm pockets must not interfere with the placement of required shoulder flashes as identified in #16.</p>
7	<p>The LEDS must have the following additional protection:</p> <p>Knees – reinforced ballistic nylon including back knee tabs to adjust and keep knee pads in place</p>
8	<p>The LEDS must have a protective collar to shield the neck seal from the potential for abrasions.</p>
9	<p>The LEDS must have a two-point attachment removable internal suspender system.</p>
10	<p>The LEDS waist band must have a waist adjustments system</p>
11	<p>The LEDS must have integrated belt keepers (four(4)) around the waist (two (2) in front and two (2) in the back) or a minimum of two (2) horizontal loops for removable belt keepers</p>

	<ul style="list-style-type: none"> • The integrated belt keepers must have a secure closure mechanism (e.g.: side release buckle clip) and must be able to accommodate a standard Law Enforcement duty belt. • The Integrated belt keepers must be sturdy enough to keep a fully equipped Law Enforcement duty belt in place.
12	The LEDS overcuffs must be made of ballistic nylon that will reinforce the wrists and ankles as well as hook and loop type closures for adjustability by the user.
13	<p>The LEDS must be dual tone in color :</p> <ul style="list-style-type: none"> • The top half (waist up) must be bright orange in its majority • The bottom half (waist down) must be black in color.
14	<p>The LEDS must have integrated waterproof socks (e.g.: Gore-tex)</p> <ul style="list-style-type: none"> • Socks must be proportionate to sizing or universal fitting
15	<p>In order to accommodate the vast majority of employees and be best fitting, the LEDS must be offered in a variety of off-the-rack sizes, including Short, Regular and Tall versions.</p> <ul style="list-style-type: none"> . A model with front relief opening must be available . A model with drop-seat relief opening must be available
16	<p>The LEDS must be able to accommodate image identification requirements by way of heat transfer or similar process and must not compromise the integrity of the garment in any way.</p> <ul style="list-style-type: none"> • The words: "FISHERY OFFICER" and "AGENT DES PÊCHES" must be centered on the upper back portion of the garment. Both expressions must fit on one line each (one above the other). <ul style="list-style-type: none"> ○ Lettering must be reflective and must be large enough to be visible at a distance. ○ Both expressions are to be capitalized, using Franklin Gothic Demi font and font size is to be identical on both lines.

	<ul style="list-style-type: none"> • Shoulder flashes must be placed at the top of each sleeve at shoulder height The digital artwork of the shoulder flashes will be provided to interested bidders*. <ul style="list-style-type: none"> ○ Shoulder flash dimensions: 107.95mm x 127mm (4.25" x 5") <p>*Interested bidders must contact the Standing Offer Authority, manon.swanson@tpsgc-pwgsc.gc.ca to obtain the digital artwork file of the shoulder flashes. The digital file will be in .EPS format.</p>
ADDITIONAL REQUIREMENTS	
17	<p>A fleece-type thermal liner (heavy weight thermal layer) that is compatible with the LEDS must be available.</p> <p>The thermal liner must be offered in the same range of sizes as the LEDS The thermal liner must be compatible with relief openings (Front and drop-seat)</p> <p>When worn in combination, the LEDS and thermal liner must offer a Clo value (unit of measurement for clothing insulation) of no less than 0.6*.</p> <p>* The bidder must provide documentation supporting the Clo value rating.</p>
18	<p>A neoprene survival hood compatible with the LEDS must be available. The neoprene hood must be universal fitting The neoprene hood must be able to fit in the LEDS calf pocket</p>
19	<p>For personnel requiring additional thermal comfort or warmth, an additional 2-piece* base layering system** that is compatible with the LEDS and can be worn in combination with the thermal liner and LEDS must be available. The base layer must be available in the same size range as the LEDS</p> <p>*By 2-piece, it is understood: a top and a bottom **By base layering system, it is understood:</p> <ul style="list-style-type: none"> ○ Light weight base layer with moisture-wicking properties*** (made with synthetic fabric) ○ Mid weight base layer with insulating properties*** designed to be used in conjunction with a light weight base layer (made with synthetic fabric)

20	<p>Repair Kit</p> <p>The repair kit provided for the LEDS must contain at least the following items:</p> <ol style="list-style-type: none">1. Patches (4) which are of the same material that the dry suit is made of size of patch 37mm x 50 mm.2. Applicable amount of fast acting Glue or fast acting adhesive which will allow the user to use on the four patches and the glue must dry in one (1) hour or less so that the end user can return to operations if required. The container of glue must have a lid or be capable of being sealed again for future use.3. Repair kit must contain quick instructions in English, or when available, bilingual French/English on how to complete the repair using the materials contained within the kit and any warnings about the contents of the repair kit.4. Repair kit must come in a bag or small container which can be easily stored in one of the pockets or carried by the individual in their personal kit bag. The container or bag must be labeled "REPAIR KIT FOR".
21	<p>Operating and Care Instruction Manual</p> <p>The Contractor must provide the English, or when available, bilingual French/English, operating and care instructions with each suit.</p>

For other Government Departments (OTG) that would call-up using the above stated criteria must modify the identification information at criteria 16:

- By supplying to the Contractor their own identification requirements; or,
- By removing completely all identification stated at criteria 16.

Only the Conservation & Protection Directorate of the Department of Fisheries and Oceans Canada may order LEDS identified using the words « FISHERY OFFICER » and « AGENT DES PÊCHES ».

ANNEX "D"
Evaluation Criteria For Pre-Award Sample and supporting documentation

Criteria no	Evaluation Criteria	Met/Not met	Comments
1	<p>a) Bidder must supply at no cost to Canada one (1) LEDS and one (1) repair kit for evaluation (front or drop-seat relief opening version – up to the bidder’s discretion).</p> <p>b) Bidder must provide the English operating and care instructions with their LEDS sample</p> <p>c) Bidder must provide sizing chart including measuring instructions</p> <p>d) Bidder must provide thermal liner (criteria #17 of Annex B) (same version and size as the supplied LEDS in 1.a))</p> <p>e) Bidder must provide Neoprene Survival Hood</p> <p>f) Bidder must provide 2-piece lightweight base layer (same size as the supplied LEDS in 1.a))</p> <p>g) Bidder must provide 2-piece mid weight base layer (same size as the supplied LEDS in 1.a))</p>		
2	<p>The neck of the LEDS must come with an adjustable neck seal which does not involve any material overlap. The user must be able to easily and quickly vent the suit with one hand (left or right)</p>		

3	<p>The LEDS shell must be made of a waterproof and breathable dry suit fabric (example: Gore-tex) with reinforcement of a ballistic nylon which must have incorporated into it drainage that will prevent water becoming trapped in those areas.</p>		
4	<p>The wrists of the LEDS must be made of neoprene or latex.</p>		
5	<p>The LEDS must have a zipper system for entry and relief that is low profile, lightweight and corrosion resistant which is easy to operate (open and close) by one person. It must be in a location which provides comfort and no pressure spots to the user when wearing other equipment (e.g.: personal flotation devices).</p> <ul style="list-style-type: none"> • A compatible lubricant must be supplied 		
6	<p>The LEDS must have the following pocket systems:</p> <ul style="list-style-type: none"> • Thigh – Expanding thigh cargo pockets, one on the left leg and one on the right leg. The cargo pocket must fit streamlined to the user’s thigh and not be loose. The pocket must a hook and loop type(ie Velcro) closure. The cargo pocket must be able to hold work gloves, duty notebook and other small items. The cargo pocket must secure and hold the listed items while the user is working (example: operating equipment, climbing ladders, walking about a vessel). • Calf – Expanding calf cargo pockets, minimum of one. The calf pocket must a hook and loop type closure and must be large enough to accommodate a survival hood. 		

	<ul style="list-style-type: none"> • Arm –Arm pockets can be closed, one on the left arm and one on the right arm. The pockets must be large enough to accommodate standard sized pens, identification cards and other similarly sized items. <p>Arm pocket placement must not interfere with the placement of the shoulder flashes</p> <p>All pockets must be designed to be self-draining</p>		
7	<p>The LEDS must have the following additional protection:</p> <p>Knees – reinforced ballistic nylon Including back knee tabs to adjust and keep knee pads in place</p>		
8	<p>The LEDS must have a protective collar to shield the neck seal from the potential for abrasions.</p>		
9	<p>The LEDS must have a two-point attachment removable internal suspender system.</p>		
10	<p>The LEDS waist band must have a waist adjustments system</p>		
11	<p>The LEDS must have integrated belt keepers (four(4)) around the waist (two (2) in front and two (2) in the back) or a minimum of two (2) horizontal loops for removable belt keepers</p> <ul style="list-style-type: none"> • The integrated belt keepers must have a secure closure mechanism (ie: side release buckle clip) and must be able to accommodate a standard Law Enforcement duty belt. 		

	<ul style="list-style-type: none"> The Integrated belt keepers must be sturdy enough to keep a fully equipped Law Enforcement duty belt in place. 		
12	The LEDS overcuffs must be made of ballistic nylon that will reinforce the wrists and ankles as well as hook and loop type closures for adjustability by the user.		
13	<p>The LEDS must be dual tone in color :</p> <ul style="list-style-type: none"> The top half (waist up) must be bright orange in its majority The bottom half (waist down) must be black in color. 		
14	<p>The LEDS must have integrated waterproof socks</p> <p>Socks must be proportionate to sizing or universal fitting</p>		
15	<p>In order to accommodate the vast majority of employees and be best fitting, the LEDS must be offered in a variety of off-the-rack sizes, including Short, Regular and Tall versions.</p> <p>. A model with front relief opening is required</p> <p>. A model with drop-seat relief opening is required</p> <p>Bidder must provide technical drawing/rendering of both versions.</p>		
16	<p>The LEDS must be able to accommodate image identification requirements by way of heat transfer or similar process and must not compromise the integrity of the garment in any way.</p> <ul style="list-style-type: none"> The words: "FISHERY OFFICER" and "AGENT DES PÊCHES" must be centered on the upper back portion of the garment. Both expressions must fit on one line each (one above the other). 		

	<ul style="list-style-type: none"> ○ Lettering must be reflective and must be large enough to be visible at a distance. ○ Both expressions are to be capitalized, using Franklin Gothic Demi font and font size is to be identical on both lines. <ul style="list-style-type: none"> ● Shoulder flashes must be placed at the top of each sleeve at shoulder height The digital artwork of the shoulder flashes will be provided to interested bidders*. <ul style="list-style-type: none"> ○ Shoulder flash dimensions: 107.95mm x 127mm (4.25" x 5") 		
17	<p>A fleece-type thermal liner that is compatible with the LEDS must also be supplied.</p> <p>The thermal liner must be offered in the same range of sizes as the LEDS</p> <p>The thermal liner must be compatible with relief openings (Front and drop-seat)</p>		
18	<p>Bidder must provide supporting documentation confirming the CLO value When worn in combination, the LEDS and thermal liner must offer a Clo value (unit of measurement for clothing insulation) of no less than 0.6.</p>		
19	<p>A neoprene survival hood compatible with the LEDS must be available. The neoprene hood must be universal fitting The neoprene hood must be able to fit in the LEDS calf pocket</p>		

<p>20</p>	<p>For personnel requiring additional thermal comfort or warmth, an additional 2-piece* base layering system** that is compatible with the LEDS and can be worn in combination with the thermal liner and LEDS must be available. The base layer must be available in the same size range as the LEDS</p> <p>*By 2-piece, it is understood: a top and a bottom **By base layering system, it is understood:</p> <ul style="list-style-type: none"> ○ Light weight base layer with moisture-wicking properties*** (made with synthetic fabric) ○ Mid weight base layer with insulating properties*** designed to be used in conjunction with a light weight base layer (made with synthetic fabric) <p>***The bidder is to supply supporting documentation of material properties.</p>		
<p>21</p>	<p>Repair Kit The repair kit provided for the LEDS must contain at least the following items:</p> <p>Patches (4) which are of the same material that the dry suit is made of size of patch 37mm x 50 mm.</p> <p>Applicable amount of fast acting Glue or fast acting adhesive which will allow the user to use on the four patches and the glue must dry in one (1) hour or less so that the end user can return to operations if required. The container of glue must have a lid or be capable of being sealed again for future use.</p> <p>Repair kit must contain quick instructions in English, or when available, bilingual French/English on how to complete the repair using the materials contained within the kit and any warnings about the contents of the repair kit.</p>		

	Repair kit must come in a bag or small container which can be easily stored in one of the pockets or carried by the individual in their personal kit bag. The container or bag must be labeled "REPAIR KIT FOR".		
22	Bidder Qualifications/ Proven design experience: Bidder must provide supporting documentation confirming the following: The Dry Suit Manufacturer must have been in the business of developing, manufacturing and supplying Law Enforcement Dry Suits (LEDS) type anti exposure suits for a minimum of five (5) years.		