

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> SIGNAL, ILLUMINATION HAND FLARE PIN		
<b>Solicitation No. - N° de l'invitation</b> W8484-12YA05/A		<b>Date</b> 2013-05-10
<b>Client Reference No. - N° de référence du client</b> W8484-12YA05		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BK-372-23760		
<b>File No. - N° de dossier</b> 372bk.W8484-12YA05	<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 2013-06-21</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Razeau, Ida-Marie		<b>Buyer Id - Id de l'acheteur</b> 372bk
<b>Telephone No. - N° de téléphone</b> (819) 956-0578 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5650
<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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Munitions Division (BK) / Division des munitions (BK)

11 Laurier St./11, rue Laurier

8C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W1231	DEPARTMENT OF NATIONAL DEFENCE CF AMMUNITION DEPOT ROCKY PT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	W8484	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT: Stephen Dick, DLP 3-1-3 OTTAWA Ontario K1A0K2 Canada
W1340	DEPARTMENT OF NATIONAL DEFENCE ACCOUNTS PAYABLE P.O.BOX 99000 STN FORCES HALIFAX Nova Scotia B3K5X5 Canada	W8484	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT: Stephen Dick, DLP 3-1-3 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 1370-12-365-5043 SIGNAL, ILLUMINATION HAND FLARE PI NPOINT, RED NSCM/CAGE - COF/CAGE: D2283 Part No. - N° de la partie: 9162800	W1340 W1231 Total	W8484 W8484	1000 500 1500	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	
2	NSN - NNO: 1370-12-365-5043 SIGNAL, ILLUMINATION HAND FLARE PI NPOINT, RED NSCM/CAGE - COF/CAGE: D2283 Part No. - N° de la partie: 9162800	W1340 W1231 Total	W8484 W8484	1000 500 1500	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	
3	NSN - NNO: 1370-12-365-5043 SIGNAL, ILLUMINATION HAND FLARE PI NPOINT, RED NSCM/CAGE - COF/CAGE: D2283 Part No. - N° de la partie: 9162800	W1340 W1231 Total	W8484 W8484	1000 500 1500	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	
4	NSN - NNO: 1370-99-254-7711 SIGNAL FLARE PARACHUTE, ROCKET RED NSCM/CAGE - COF/CAGE: U6062 Part No. - N° de la partie: 9163100	W1340 W1231 Total	W8484 W8484	1200 600 1800	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	
5	NSN - NNO: 1370-99-254-7711 SIGNAL FLARE PARACHUTE, ROCKET RED NSCM/CAGE - COF/CAGE: U6062 Part No. - N° de la partie: 9163100	W1340 W1231 Total	W8484 W8484	1200 600 1800	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	
6	NSN - NNO: 1370-99-254-7711 SIGNAL FLARE PARACHUTE, ROCKET RED NSCM/CAGE - COF/CAGE: U6062 Part No. - N° de la partie:	W1340 W1231 Total	W8484 W8484	1200 600 1800	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	9163100							

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

The Department of National Defence has a requirement for two Items:

1. A signal illumination hand flare pinpoint, red,
2. Signal flare parachute, rocket flare.

The requirement is detailed under the Line Item Detail and shall be evaluated in accordance with Annex D attached hereto and forming part of this document.

This requirement is for a two year period with options for an additional four one year periods.

Qualification, Physical, Performance and Labeling Characteristics are detailed at Annex D.

Item Certifications: To be submitted with Technical BID.

1. TC Certificate of Approval
2. Conformity of Compliance with SOLAS standard
3. NRCAN Classification Certificate
4. Manufacture Data Sheet

#### 2.1 Required Quantities and consignee:

##### **For Item 001**

Year One (2013-2014) 1000, CFAD Bedford, 500, CFAD Rocky Point

Year Two (2014-2015) 1000, CFAD Bedford, 500, CFAD Rocky Point

Option Year One (2015-2016) 1000, CFAD Bedford, 500, CFAD Rocky Point

Option Year Two (2016-2017) 1000, CFAD Bedford, 500, CFAD Rocky Point

Option Year Three (2017-2018) 1000, CFAD Bedford, 500, CFAD Rocky Point

Option Year Four (2018-2019) 1000, CFAD Bedford, 500, CFAD Rocky Point

Quantities for options years are estimates, to be firmed up at amendment issue.

**For Item 002**

Year One (2013-2014) 1200, CFAD Bedford, 600, CFAD Rocky Point

Year Two (2014-2015) 1200, CFAD Bedford, 600, CFAD Rocky Point

Option Year One (2015-2016) Estimate Qty 1800 for Bedford and Rocky Point

Option Year Two (2016-2017) Estimate Qty 1800 for Bedford and Rocky Point

Option Year Three (2017-2018) Estimate Qty 1800 for Bedford and Rocky Point

Option Year Four (2018-2019) Estimate Qty 1800 for Bedford and Rocky Point

Quantities for options years are estimates, to be firmed up at amendment issue.

## 2.2 Un-Priced Optional Goods Part Two (2) for Years 3, 4, 5, and 6:

The Contractor grants to Canada the irrevocable option to acquire the goods described above for an additional four one year periods of the Contract under the same conditions stated in the Contract. Pricing is to be negotiated for the remaining four year period should DND wish to exercise.

These four additional option years may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

## 3. Approval Documents and Export Licenses

The Contractor must apply for all necessary Governmental and other approval documents, including but not limited to Export Licenses, to deliver the goods to the consignee(s) within seven (7) days after receipt of the contract and, if applicable, receipt of Canadian End-User Certificate, Canadian International Import Certificate and/or Annual Explosive Importation Permit. The Contractor must provide a copy of the application(s) above to the Contracting Authority within seven (7) days of the date of the application(s).

Furthermore, the Contractor must provide the Contracting Authority with a copy of available documentation from all Governmental and other approval document authorities regarding the status of all approval document applications within two (2) weeks of the Contracting Authority's request.

## 4. Debriefs

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



Solicitation No. - N° de l'invitation

W8484-12YA05/A

Amd. No. - N° de la modif.

File No. - N° du dossier

372bkW8484-12YA05

Buyer ID - Id de l'acheteur

372bk

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

W8484-12YA05

CCC No./N° CCC - FMS No/ N° VME

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clauses**

A9130T (2011-05-16)	Controlled Goods Program
B3000T (2006-06-16)	Equivalent Products

### **2. Submission of Bids**

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

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

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Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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

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

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid ( 4 hard copies)  
 Section II: Financial Bid ( 2 hard copy)  
 Section III: Certifications ( 1 hard copy)

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

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

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet and deliver the requirement for each Item.

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.

**The following Certifications must be submitted with the Bidders Technical Bid**

- 1. TC Certificate of Approval

2. Conformity of Compliance with SOLAS standard
3. NRCAN Classification Certificate
4. Manufacture Data Sheet

## 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, if applicable.

Bidders must submit their financial bid, in firm unit prices, Canadian Dollars, DDP - Delivery Duty Paid as per Incoterms 2000.

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 1.2 SACC Manual Clauses

C3011T (2010-01-11) Exchange Rate Fluctuations

### 1.3 Delivery

While delivery is requested by 31 August for all years (initial period as well as any option year exercised) of this contract, the best delivery that could be offered is \_\_\_\_\_.

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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

- a. Technical requirements are listed in Annex D of the RFP,
- b.. Item Certifications: To be submitted with Technical BID.
  - 1. TC Certificate of Approval
  - 2. Conformity of Compliance with SOLAS standard
  - 3. NRCAN Classification Certificate
  - 4. Manufacture Data Sheet

Qualification, Physical, Performance and Labelling Characteristics are detailed at Annex D.

- c. Basis of Payment, Article 6 in Part 6 - Resulting Contract Clauses
- 2. Bids not meeting all of the mandatory requirements will be given no further consideration.

### **2. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003 (OR insert 2004, as applicable). The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - \$200,000 or more (A3030T)

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the

FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

### 1.3 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or



- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada

#### 1.4 Traceability

The bidder certifies that it or its supplier are legally entitled to manufacture the items detailed in the Line Item Detail, and in Part 1, Article 2. Requirement, of this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### PART 6 - RESULTING CONTRACT CLAUSES

#### 1. Security Requirement

There is no security requirement applicable to this Contract.

#### 2. Requirement

The Department of National Defence has a requirement for two Items:

1. A signal illumination hand flare pinpoint, red,
2. Signal flare parachute, rocket flare.

The requirement is detailed under the Line Item Detail and shall be evaluated in accordance with Annex D attached hereto and forming part of this document.

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Qualification, Physical, Performance and Labeling Characteristics are detailed at Annex D.

Item Certifications: To be submitted with Technical BID.

1. TC Certificate of Approval

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3. NRCAN Classification Certificate
4. Manufacture Data Sheet

## 2.1 Required Quantities and consignee:

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 Year Two (2014-2015) 1000, CFAD Bedford, 500, CFAD Rocky Point  
 Option Year One (2015-2016) 1000, CFAD Bedford, 500, CFAD Rocky Point  
 Option Year Two (2016-2017) 1000, CFAD Bedford, 500, CFAD Rocky Point  
 Option Year Three (2017-2018) 1000, CFAD Bedford, 500, CFAD Rocky Point  
 Option Year Four (2018-2019) 1000, CFAD Bedford, 500, CFAD Rocky Point

Quantities for options years are estimates, to be firmed up at amendment issue.

### **For Item 002**

Year One (2013-2014) 1200, CFAD Bedford, 600, CFAD Rocky Point  
 Year Two (2014-2015) 1200, CFAD Bedford, 600, CFAD Rocky Point  
 Option Year One (2015-2016) Estimate Qty 1800 for Bedford and Rocky Point  
 Option Year Two (2016-2017) Estimate Qty 1800 for Bedford and Rocky Point  
 Option Year Three (2017-2018) Estimate Qty 1800 for Bedford and Rocky Point  
 Option Year Four (2018-2019) Estimate Qty 1800 for Bedford and Rocky Point

Quantities for options years are estimates, to be firmed up at amendment issue.

## 2.2 Un-Priced Optional Goods Part Two (2) for Years 3, 4, 5, and 6:

The Contractor grants to Canada the irrevocable option to acquire the goods described above for an additional four one year periods of the Contract under the same conditions stated in the Contract. Pricing is to be negotiated for the remaining four year period should DND wish to exercise.

These four additional option years may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

## 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

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(<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010A (2013-04-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## 4. Term of Contract

### 4.1 Delivery Date

All the deliverables must be received on or before August 31, of all years of this Contract.

### 4.2 Term of Contract:

Contract is from Award Date to 31 March 2014.

Initial Year: From Contract Award date to March 31, 2014,  
Priced Option Year One (1), from April 1, 2014 to March 31, 2015,  
Priced Option Year Two (2), from April 1, 2015 to March 31, 2016,  
Option Year Three (3), from April 1, 2016 to March 31, 2017,  
Option Year Four (4), from April 1, 2017 to March 31, 2018,  
Option Year Five (5), from April 1, 2018 to March 31, 2019.  
Option Year Six (6), from April 1, 2019 to March 31, 2020.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ida-Marie Razeau  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Major Projects Sector (DMPS)  
Place du Portage, Phase III, 8C2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

or Designate

Courier Service Postal Code: J8X 4A6

Telephone: 819-956-0578

Facsimile: 819-956-5650

E-mail address: ida-marie.razeau@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 DND AUTHORITIES

### 5.2.1 DND REQUISITION AUTHORITY

The administration control for the Department of National Defence is the Director of Land Procurement (DLP). The responsible DLP Requisition Authority is:

To be determined

#### Mailing Address

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Canada  
Attention: DLP 3-1-3

#### Courier Address

Department of National Defence  
National Printing Bureau Building  
45 Blvd. Sacré-Coeur  
Gatineau, Quebec J8X 1C6  
Canada  
Attention: DLP 3-1-3

### 5.2.2 TECHNICAL AUTHORITY

TO BE DETERMINED

**Mailing Address**

National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, Ontario K1A 0K2  
 Canada  
 Attention: DAEME 3-3-6

**Courier Address**

Department of National Defence  
 National Printing Bureau Building  
 45 Blvd. Sacré-Coeur  
 Gatineau, Quebec J8X 1C6  
 Canada  
 Attention: DAEME 3-3-6

The Technical Authority named above 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.

### 5.2.3 QUALITY ASSURANCE AUTHORITY/INSPECTION AUTHORITY

The Quality Assurance Authority responsible for the management of Government Quality Assurance on all work received under this contract is:

TO BE DETERMINED

**Mailing Address**

National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, Ontario K1A 0K2  
 Canada  
 Attention: DQA 4-3

**Courier Address**

Department of National Defence  
 National Printing Bureau Building  
 45 Blvd. Sacré-Coeur  
 Gatineau, Quebec J8X 1C6  
 Canada  
 Attention: DQA 4-3

### 5.2.4 CONSIGNEE CONTACT:

**CFAD Rocky Point W1231**

Larry West  
 Phone: (250) 363-5116

Fax: (250) 363-5197  
E-mail : Larry.West@forces.gc.ca

**CFAD Bedford W1340**

Bill Minnikin

Phone: (902) 427-0616

Fax: (902) 427-0621

Email: Bill.Minnikin@forces.gc.ca

**5.3 Contractor's Representative****General Enquiries**

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

Other Contact: (after contract award, Invoice person, ...)

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6. Payment****6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian Dollars, a firm unit price of \$\_\_\_\_\_ for an estimated total of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

GST is estimated to be \$\_\_\_\_\_, for an overall estimated total of \$\_\_\_\_\_

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

## 6.2 SACC Manual Clauses

C6000C (2011-05-16)	Limitation of Price
H1001C (2008-05-12)	Multiple Payments
C2000C (2007-11-30)	Taxes - Foreign Based Contractors
C2608C (2010-08-16)	Canadian Customs Documentation
C2605C (2008-05-12)	Canadian Customs Duties and Sales Tax - Foreign-based Contractor

## 7. Invoicing Instructions

7.1 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.

7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment. (Insert the name and address of the organization)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

## 8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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) 2010A (2013-04-25) General Conditions - Goods
- (c) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at time of contract award: ", as clarified on \_\_\_\_\_ " or ", as amended on \_\_\_\_\_ " and insert date(s) of clarifications or amendment(s))

## 11. SACC Manual Clauses

A9006C (2012-07-16)	Defence Contract
A9131C (2011-05-16)	Controlled Goods Program
C2800C (2013-01-08)	Priority Rating
C2801C (2011-05-16)	Priority Rating - Canadian Contractors
D6010C (2007-11-30)	Palletization
D5540C (2010-08-16)	ISO 9001:2000 Quality Management Systems - Requirements (QAC X)
D5510C (2012-07-16)	Quality Assurance Authority (DND) - Canadian-based Contractor
D5515C (2010-01-11)	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5604C (2008-12-12)	Release Documents (DND) - Foreign-based Contractor
D5605C (2012-07-16)	Release Documents (DND) - United States-based Contractor
D5606C (2012-07-16)	Release Documents (DND) - Canadian-based Contractor
D2025C (2008-12-12)	Wood Packaging Materials
D3014C (2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
D0037C (2011-05-06)	Shipping Instructions (Department of National Defence) - Canadian-based Contractor
D3015C (2007-11-30)	Dangerous Goods/Hazardous Products
B4034C (2006-06-16)	Lot Acceptance Test
B4061C (2008-05-12)	NATO Codification - Data Requirements
B4060C (2011-05-16)	Controlled Goods
C2611C (2007-11-30)	Customs Duties - Contractor Importer



## **12. Preparation for Delivery**

The Contractor must prepare for delivery any item in NATO classes 1300 and 1400 (Ammunition and Missiles) in accordance with the current issue of the Canadian Forces packaging specification D-09-002-004/SG-000.

## **13. Lotting Instructions**

The lotting method will be in accordance with Annex B.

## **14. Ammunition Data Cards**

The Contractor must:

- (a) prepare the ammunition data cards in accordance with Annex A or MIL-STD-1168B.
- (b) forward a hard and soft copy via e-mail of the ammunition data cards to the consignee(s) and Technical Authority identified in the Contract; and
- (c) annotate the propellant stabilizer content data on the ammunition data cards under Remarks, Block 17.

## **15. Ammunition Packaging Markings Instructions**

Outer ammunition packaging must be marked in accordance with Annex C.

## **16. Dangerous Goods/Hazardous Products**

1. The Contractor must mark dangerous goods/hazardous products material which is classed as dangerous / hazardous as follows:
  - (a) shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and

- 
- (b) immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Material Safety Data Sheets, indicating the NATO Stock Number as follows:
- (a) two (2) hard copies:
- (i) one (1) copy to be enclosed with the shipment, and
- (ii) one (1) copy to be mailed to:
- National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2
- Attention: DSCO 3-2-3
- (b) one (1) soft copy: on a CD ROM in MS Word processing format must be mailed or electronically mailed to the Technical or Project Authority, at the address detailed in the section entitled "Authorities".
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

## **17. REGISTRATION - US CODE OF FEDERAL REGULATIONS**

1. As this item may require transport to the United States of America, from Canada, the item must be registered in accordance with the US Code of Federal Regulations (CFR) 49 part 171. The item must be assigned an EX number in accordance with CFR 49-171.8 and classified in accordance with CFR 49 - 171.12(a).
2. The Contractor will obtain an EX number directly associated with the specified NATO

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Stock Number (NSN).

3. Request for EX numbers is to be forwarded to:

Eleanor Lawson  
U.S. Department of Transportation  
HMS/OHMEA/Approvals  
1200 New Jersey Avenue, SE  
East Building, 2nd Floor, Rm. E23-443  
Washington, DC 20590  
Tel: 202-366-3987  
Fax: 202-366-3753  
E-Mail approvals@dot.gov

4. The Contractor will provide the classification certificate for the Contract item(s) on or before delivery of the items to the Technical Authority. However, delivery will not be delayed if an EX number cannot be obtained prior to the product being delivered. The Contractor will advise the Technical Authority of the circumstances for the delay in obtaining the EX number. The Contractor will provide the EX Number to the Technical Authority immediately after been assigned.
5. If an EX number cannot be provided by the contractor all pertinent information such as drawings of components, energetic material description and percentage use in all compositions will be provided to the Technical Authority through the Contracting Authority.
6. The EX number will be annotated on the Ammunition Data Card under Remarks, Block 17.

## **18. Release Documents - Distribution**

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

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to: Technical Authority
- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

## **19. Shipping Instructions - Delivery at Destination**

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

DDP Delivered Duty Paid (for destination information please refer to page 3 and 4 of the Contract) Incoterms 2000 for shipments from commercial contractor.

## **20. Insurance Requirements**

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

## **21. Performance Packaging**

The Contractor will be responsible for conducting all tests to ensure that the packaging called up in the Design Data List (DDL) meets federal regulations regarding the transportation of dangerous goods.

## ANNEX A

### AMMUNITION MANUFACTURER'S DATA CARD INSTRUCTIONS

#### Scope

1. This Annex covers Ammunition Manufacturer's Data Card instructions.

#### General

1. A blank Ammunition Manufacturer's Data Card is shown at Figure A-1. Each block of the Ammunition Manufacturer's Data Card is numbered. The following paragraphs detail the information to be entered in each block:
  - a. **Block 1 – Net Quantity.** The quantity to be shown here is the quantity available for shipment and excludes the quantity expended in tests.
  - b. **Block 2 – Lot Number.** Insert the complete ammunition lot number (or serial number of an item which is not lotted) of the item(s) represented by the Ammunition Manufacturer's Data Card. Only items that have lot or serial numbers shall be listed on the card.
  - c. **Block 3 – Stock Number.** Enter the item stock number as determined from the technical data list or from the contract.
  - d. **Block 4 – Nominal Initial Velocity at Proof.** If applicable, enter the nominal initial velocity determined at the time of proof.
  - e. **Block 5 – Item Nomenclature.** Show the exact standard nomenclature as given in the technical data list or on the top drawing for the item.
  - f. **Block 6 – Packaging Description.** Enter the method by which the items are packed for shipment, including the number of items, parts or sets in each outer container. Standard abbreviations may be used.
    - (1) For transit packs between contractors, insert the word "transit" and include a general description of the packing method.

#### EXAMPLE

Transit– 1 assembly/cardboard container; 24 cardboard containers / wooden box.

- (2) For items covered by a packing and marking drawing, include the drawing number.

#### EXAMPLE

1 cartridge/fibre container; 1 fibre container / metal container; 4 metal containers / wooden box; 8796522.

- g. **Block 7 – Manufacturer.** Enter the manufacturer's name as given in the contract.

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File No. - N° du dossier

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- h. **Block 8 – Technical References.** Enter the number and the revision date of the top drawing and/or the specification used to manufacture the item.
- i. **Block 9 – Contract Number(s).** Enter the number of the contract issued by Public Works and Government Services Canada.

- 
- j. **Block 10 – Component Details.** The following are applicable:
- (1) **Component.** Give the approved name of the component(s).
  - (2) **Model.** Enter the mark or model number of the component(s).
  - (3) **Drawing.** Enter the number of the top drawing or specification under which the component(s) was manufactured.
  - (4) **Manufacturer.** Give the full name of the manufacturer of each lot used of the component(s).
  - (5) **Date.** Enter the date of manufacture of the component(s).
  - (6) **Lot Number.** Give the complete number of each lot of each component(s).
  - (7) **Quantity.** When components from more than one lot are used, give the quantity of each.
- k. **Block 11 – Number of Packs.** Enter the number of outer packages in which the net quantity (Block 1) is packed.
- l. **Block 11 – Number of Packs.** Enter the number of outer packages in which the net quantity (Block 1) is packed.
- m. **Block 12 – Total Lot Quantity.** Enter total quantity produced of the LOT number given in Block 10. This will be the same number as that given in Block 1 if the entire LOT is shipped as one unit. If more than one data card is prepared for a LOT (as in the case of a data card accompanying partial lot shipments), this will be the sum of the net quantities given in the Block 1.
- n. **Block 13 – Hazard Classification Code (HCC).** Enter the Hazard Classification Code (including the compatibility code) determined in accordance with ST/SG/AC.10/11, Recommendations on the Transportation of Dangerous Goods, Tests and Criteria.
- o. **Block 14 – Net Explosive Content (NEC) of Item.** Enter the net explosive content of the item named in Block 5.
- p. **Block 15 – Transport (Tpt) Canada or UN Package Number.** Enter the number assigned to the item container by Transport Canada or the equivalent organization of the nation of origin of the container.
- q. **Block 16 – UN Number and Proper Shipping Name.** Enter the UN number and proper shipping name determined in accordance with ST/SG/AC.10/11, Recommendations on the Transportation of Dangerous Goods, Tests and Criteria.
- r. **Block 17 – Notes.** Any unusual features of the lot represented by the data card will be reported and identified by the appropriate symbol as follows:
- (1) Changes in process will be listed following a single asterisk (\*). These include changes in location, equipment, manufacturing methods, materiel or inspection methods. Since changes of this type are usually of a permanent nature, notations need to be made for the first lot affected; the note will be interpreted as applying until further notation is made.
  - (2) Technical data changes (design changes, deviations, waivers and concessions) applying to drawings or specifications will be listed following a double asterisk (\*\*). Report the Design Authority Serial Number of the applicable Design Change/Deviation form (DND 672), the name of the item or component involved, the extent of the change to the technical data and

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the method of identifying the packs containing items manufactured in accordance with the revised data.

- (3) Unusual occurrences and difficulties in manufacture will be listed following a triple asterisk (\*\*). Any conditions which are out of the ordinary, excessive rejections owing to poor materiel or improper processing and any other unusual circumstances related to loading, assembly, packing or inspection shall be reported.
  - (4) Other notes regarding palletization of the LOT (or part LOT) being shipped may be added if appropriate.
- s. **Block 18 – Inspector's Name.** Enter the name of the contractor's inspector responsible for the correctness of the information appearing on the data card.
  - t. **Block 19 – Signature.** This block shall be signed by the person whose name appears in Block 18.
  - u. **Block 20 – Date.** Enter the date of the signature of the data card.



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CCC No./N° CCC - FMS No/ N° VME

<b>Department of National Defence</b> <b>Ministère de la Défense Nationale</b>				<b>Ammunition Manufacturer's Data Card</b> <b>Fiche de fabricant de munitions</b>	
1. Net Qty Qté nette	2. Lot No. N° de lot	3. Stock No. N° de catalogue		4. Nominal Initial Velocity at Proof Vitesse initiale nominale à l'essai	
5. Item Nomenclature Désignation de l'article				6. Packaging Description Description de l'emballage	
7. Manufacturer Fabricant	8. Technical References (Dwg No. and Date) Documents techniques (N° de dessin et date)			9. Contact Number(s) Numéro(s) de contrat	
10. Component and Model Composant et n° de modèle	Drawing N° de dessin	Manufacturer Fabricant	Date Date	Lot Number N° de lot	Quantity Quantité
11. No. of Packs N° d'emballages	12. Total Lot Qty Qté totale du lot		13. HCC CCR	14. NEC/Item CNE de l'article	
15. Tpt Canada/UN Package No. N° d'emballage TC/ONU				16. UN No. and Proper Shipping Name N° ONU et désignation exacte de l'expédition	
17. Notes Remarques					

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18. Inspector's Name Nom de l'inspecteur	19. Signature	20. Date
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**Figure A-1**

## AMMUNITION LOTTING INSTRUCTIONS

### 1. DESCRIPTION OF THE STANDARD LOT NUMBER

The ammunition LOT number shall consist of a manufacturer's identification symbol, a numeric code showing the year of production, an alpha code representing the month of production, a LOT interfix number followed by a hyphen, a LOT sequence number. The ammunition LOT number shall not exceed twelve characters in length and characters shall not be separated by spaces. The minimum number of characters used shall be eleven. If a one or two character manufacturer's identification symbol is used, the remaining positions of the three-character field shall be filled by dashes (-) (e.g. A -, AB-). The following illustrates the construction of an ammunition LOT number: ABC96A01-02

- a. "ABC" reflects the manufacturer's identification symbol;
- b. "96" is a two-digit numeric code identifying the year of production;
- c. "A" is a single-alpha code signifying the month of production;
- d. "01" is the LOT interfix number; and
- e. "02" is the LOT sequence number.

### 2. MANUFACTURER'S IDENTIFICATION SYMBOL

Manufacturer's identification symbols shall be all capital letters and shall not exceed three-alpha characters. This symbol is an integral part of the ammunition lot number. It is used to identify the facility, which manufactured, assembled, loaded, modified or overhauled the specific LOT of ammunition.

### 3. YEAR OF PRODUCTION

Each ammunition LOT number shall have the year of production inserted after the manufacturer's identification symbol. The year of production is a two-digit code represented by the last two numbers of the year in which work on the LOT was initiated. It becomes an integral part of the ammunition LOT number. There are no spaces between the manufacturer's identification symbol, the year of production code and the alpha code used to identify the month of production.

### 4. MONTH OF PRODUCTION

Each ammunition LOT number shall have the month of production code inserted after the two-digit code identifying the year of production. The month of production is a single capital letter assigned as follows:

MONTH	CODE	MONTH	CODE	MONTH	CODE	MONTH	CODE
January	A	February	B	March	C	April	D
May	E	June	F	July	G	August	H
September	J	October	K	November	L	December	M

## **ANNEX B**

The code reflects the month of the year in which work on the LOT was initiated. There are no spaces between the year of production code, the month of production code and the first digit of the LOT interfix number.

## **ANNEX B**

### **5. LOT INTERFIX NUMBER**

Each ammunition LOT number shall have assigned a two-digit interfix number that shall commence with "01" and which shall not exceed "99". The interfix number is an integral part of the ammunition LOT number and is intended to identify those LOTs in an interfix series which have been produced by the same manufacturer at the same location for the same item, mate according to a specific design and manufacturing process using like materials in accordance with certain administrative procedures. The interfix number will usually start with "01" and it shall appear immediately after the month of production code with no space. Once a manufacturer has produced a LOT of an ammunition item and the interfix for that item has progressed beyond "01", this interfix number shall never revert to "01". A change in the month of production does not necessitate the LOT interfix number or the LOT sequence number to revert to 01.

### **6. LOT SEQUENCE NUMBER**

The two-digit LOT sequence number identifies a LOT according to its sequence of production within each LOT interfix number. A sequence number shall be assigned to each LOT produced. The LOT sequence numbers within each interfix shall always begin with "01" and continue in sequence until production of the item is terminated or until a change is made in the item or its production which requires a sequence number beyond "99", or until a change in contract is made.

### **7. MANUFACTURER'S RESPONSIBILITY**

Each LOT of ammunition (components, ammunition items of issue, or explosives) shall have a LOT number assigned at the time of manufacture or assembly, regardless of the ultimate disposition of the LOT. It shall be the responsibility of the manufacturer to ensure that each LOT of ammunition is assigned a LOT number. Furthermore, the manufacturer shall ensure that all elements which comprise the LOT number (manufacturer's symbol, interfix number, etc.) are correctly assigned.

### **8. MARKING OF AMMUNITION AND COMPONENTS**

Each ammunition item and each component shall be identified by an ammunition LOT number that shall appear on the item itself. The location and method of marking of the LOT number is at the discretion of the manufacturer. The word "LOT" shall not appear on the ammunition