

**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

Title - Sujet SIGNAL SMOKE ILLUMINATION	
Solicitation No. - N° de l'invitation W8484-13YA01/A	Date 2014-03-21
Client Reference No. - N° de référence du client W8484-13YA01	
GETS Reference No. - N° de référence de SEAG PW-\$\$BK-371-24391	
File No. - N° de dossier 371bk.W8484-13YA01	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Derby, Sandra	Buyer Id - Id de l'acheteur 371bk
Telephone No. - N° de téléphone (819) 956-0257 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Requirement
2. Debriefings
3. Approval Documents and Export Licenses
4. SACC Manual Clauses
5. Trade Agreements

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Equivalent Products

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Price Justification
3. Delivery

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses
13. Release Documents - Distribution
14. Lotting Instructions
15. Ammunition Packaging Instructions
16. NRCAN - Authorization for Explosives
17. Registration - US Code of Federal Regulations
18. Insurance

List of Annexes:

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

371bkW8484-13YA01

Buyer ID - Id de l'acheteur

371bk

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

CCC No./N° CCC - FMS No/ N° VME

W8484-13YA01

Annex 'A' - AMMUNITION MANUFACTURER'S DATA CARD INSTRUCTIONS

Annex 'B' - REQUIREMENT

Annex 'C' - LOTTING INSTRUCTIONS

Annex 'D' - AMMUNITION PACKAGING MARKINGS INSTRUCTIONS

Annex 'E' - BID EVALUATION

PART 1 - GENERAL INFORMATION

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

1. Requirement

The requirement is detailed in the Annexes.

1.1 Option(s) to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one (1) year period under the same conditions. Option years are for April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor on or before 31 August of the year prior to delivery. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

2. Debriefings

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

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. SACC Manual Clauses

A9130T (2011-05-16) Controlled Goods Program

5. Trade Agreements

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

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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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.

5. Equivalent Products

Substitute items are acceptable however they must qualify in accordance with the attached Bid Evaluation Selection Sheet and with any Bid Submission the following documentation must/shall be provided:

- a. Proof that the Vendor has previously provided, or is currently providing the same or similar item(s) to a NATO or Ally Nation.

Proof shall be demonstrated by providing documentation which confirms acceptance of the same or similar item(s) by the country's competent authority for ammunition/explosives safety and suitability such as:

- UK Defence Ordnance Environment and Safety Board;
- USAF Non-nuclear Munitions Safety Board; and
- USN Weapons Systems Explosives Safety Review Board

- b. Technical drawings clearly indicating the physical dimensions and mass properties of the item(s) being offered;

- c. Documentation that demonstrates how the item's operation; how it is launched; and from what platform;

- d. Manufacture product data sheet; and
- e. Material Safety Data Sheet (MSDS).

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 (1 hard copy)
 Section II: Financial Bid (1 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.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

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

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

2. 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

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

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.

3. Delivery

While delivery is requested by **April 30, 2014**, the best delivery that could be offered is

_____.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Financial Evaluation

SACC Manual Clause A0222T (2013-04-25) Evaluation of Price

2. Basis of Selection

SACC Manual Clause A0069T (2007-05-25) Basis of Selection

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

371bkW8484-13YA01

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under Annex B - Requirement.

2.1 Option(s) to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one (1) year period under the same conditions. Option years are for April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor on or before 31 August of the year prior to delivery. The options 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2014-03-01) 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 _____ (*insert the date*).

5. Authorities

5.1 Contracting Authority

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

The Contracting Authority for the Contract is:

Sandra Derby or designate

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

Telephone: 819-956-0257

Facsimile: 819-956-5650

E-mail address: sandra.derby@tpsgc-pwgsc.gc.ca

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

5.2 DND Authority

5.2.1 Technical Authority

The Technical Authority for the Contract is: ***to be inserted at Contract award***

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.

5.2.2 DND Requisitioning Authority

The Requisitioning Authority for the Contract is: ***to be inserted at Contract award***

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisitioning Authority however the Requisitioning Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a 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 inserted at Contract award***

5.3 Contractor's Representative

Name:

Title:

Telephone:

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

Facsimile:

E-mail address:

6. Payment

6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Contract for a cost of ***\$to be inserted at Contract award***. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Multiple Payments

SACC Manual clause H1001C (2008-05-12)

Multiple Payments

7. Invoicing Instructions

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

8. Certifications

8.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

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 (2014-03-01) General Conditions - Goods (Medium Complexity);
 (c) Annexes;
 (d) the Contractor's bid dated _____(insert date of bid)(If the bid was clarified or amended, insert at the time of contract award.); as clarified on _____"or", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

11. Defence Contract

A9006C (2012-07-16) Defence Contract

12. SACC Manual Clauses

A9131C	(2011-05-16)	Controlled Goods Program
B4060C	(2011-05-16)	Controlled Goods
B4033C	(2006-06-16)	Ammunition Data Cards
D2025C	(2013-11-06)	Wood Packaging Materials
D3010C	(2012-07-16)	Dangerous Goods/Hazardous Products
D3014C	(2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
D3015C	(2007-11-30)	Dangerous Goods/Hazardous Products
D3017C	(2007-11-30)	Preparation for Delivery
D0035C	(2010-01-11)	Shipping Instructions (Department of National Defence) - Foreign-based Contractors OR
D0037C	(2011-05-16)	Shipping Instructions (Department of National Defence) - Canadian-based Contractors OR
D4001C	(2008-12-12)	Shipping Instructions - Delivery at Destination
D5510C	(2012-07-16)	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
D5540C	(2010-08-16)	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)
D6010C	(2007-11-30)	Palletization

13. Release Documents - Distribution

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

One (1) copy mailed to consignee marked: "Attention: Receipts Officer";

Two (2) copies with shipment (in a waterproof envelope) to the consignee;

One (1) copy to the Contracting Authority;

One (1) copy to:

National Defence Headquarters

Mgen George R. Parkes Building

101 Colonel By Drive

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

371bkW8484-13YA01

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

Ottawa, ON K1A 0K2

Attention: _____

One (1) copy to the Quality Assurance Representative;

One (1) copy to the Contractor; and

For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration

National Defence Headquarters

Mgen George R. Parkes Building

101 Colonel By Drive

Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

14. Lotting Instructions

For military pattern ammunition - the lotting method shall be in accordance with:
Annex C - Lotting Instructions V1.0 created on 11 February 2008 or MIL-STD-1168B.

15. Ammunition Packaging Markings Instructions

Outer ammunition packaging shall be marked in accordance with: Annex D - Ammunition Packaging Markings Instructions V1.0 created on 11 February 2008.

16. NRCAN - Authorization for Explosives

1. Any explosives including ammunition and fireworks that are to be imported into or manufactured, transported, possessed or used in Canada must appear on the List of Authorized Explosives or be covered by a permit, certificate or special authority issued by the Explosives Regulatory Division of Natural Resources Canada (NRCAN). Information concerning applications and requests for Authorization and Classification Certificates can be found at:

[Http://www2.nrcan-rncan.gc.ca/mms/lae-lea/index.cfm?lang=eng](http://www2.nrcan-rncan.gc.ca/mms/lae-lea/index.cfm?lang=eng)

Note: Import permits may be delayed if an Authorization and Classification is not already in place.

2. The Contractor shall provide the NRCAN Authorization and Classification Certificate for the Contract item(s) on or before delivery of the items to the Technical Authority at the address indicated within the Contract. However, delivery will not be delayed if an Authorization and Classification Certificate 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 Authorization and Classification Certificate. The Contractor will provide the Authorization and Classification Certificate number to the Technical Authority immediately after being assigned.

3. If an Authorization and Classification Certificate cannot be provided by the Contractor all mandatory information as required by NRCAN to obtain an Authorization and Classification Certificate such as drawings of components, energetic material description and percentage use in all

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8484-13YA01/A

371bk

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8484-13YA01

371bkW8484-13YA01

compositions and packaging and labelling will be provided to the Technical Authority through the Contracting Authority.

4. The Authorization and Classification Certificate number will be annotated on the Ammunition Data Card under Notes/Remarks, Block 17.

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 Stock Number (NSN). The EX number must not have been previously issued to the U.S DOD.

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. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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.
- 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.
 - (2) **Model.** Enter the mark or model number of the component.
 - (3) **Drawing.** Enter the number of the top drawing or specification under which the component was manufactured.
 - (4) **Manufacturer.** Give the full name of the manufacturer of each lot used of the component.
 - (5) **Date.** Enter the date of manufacture of the component.
 - (6) **Lot Number.** Give the complete number of each lot of each component.

(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 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.
- m. **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.
- n. **Block 14 – Net Explosive Content (NEC) of Item.** Enter the net explosive content of the item named in Block 5.
- o. **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.
- p. **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.
- q. **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 the method of identifying the packs containing items manufactured in accordance with the revised data.
- 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. zation of the lot (or part lot) being shipped may be added if appropriate.
- 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.
- r. **Block 19 – Signature.** This block shall be signed by the person whose name appears in Block 18.
- s. **Block 20 – Date.** Enter the date of the signature of the data card.

Solicitation No. - N° de l'invitation

W8484-13YA01/A

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

W8484-13YA01

Amd. No. - N° de la modif.

File No. - N° du dossier

371bkW8484-13YA01

Buyer ID - Id de l'acheteur

371bk

CCC No./N° CCC - FMS No/ N° VME

Figure A-1

Department of National Defence Ministère de la Défense Nationale		Ammunition Manufacturer's Data Card Fiche de fabricant de munitions	
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	

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

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						
18. Inspector's Name Nom de l'inspecteur			19. Signature			20. Date

Annex B - Requirement

Line Item	Description	Dest	Invoice	Qty	Delivery Required	Delivery Offered	Price
1	NSN 1370-01-398-9408 Smoke and Illumination Signal – Yellow MK 121, MOD 1 Part #7022198	W1340 W1231	W8484 W8484	56 <u>104</u> 160	Not before 2014-04-30		
2	NSN 1370-01-398-9408 Smoke and Illumination Signal – Yellow MK 121, MOD 1	W1340 W1231	W8484 W8484	56 <u>104</u> 160	Not before 2016-04-30 Note: Option Year 1 Exercised by		

	Part #7022198				31 August 2015		
3	NSN 1370-01-398-9408 Smoke and Illumination Signal – Yellow MK 121, MOD 1 Part #7022198	W1340 W1231	W8484 W8484	56 <u>104</u> 160	Not before 2017-04-30 Note: Option Year 2 Exercised by 31 August 2016		
4	NSN 1370-01-398-9409 Smoke and Illumination Signal – Green MK 117, MOD 2 Part #7022200	W1340 W1231	W8484 W8484	80 <u>160</u> 240	Not before 2014-04-30		
5	NSN 1370-01-398-9409 Smoke and Illumination Signal – Green MK 117, MOD 2 Part #7022200	W1340 W1231	W8484 W8484	80 <u>160</u> 240	Not before 2016-04-30 Note: Option Year 1 Exercised by 31 August 2015		
6	NSN 1370-01-398-9409 Smoke and Illumination Signal –Green MK 117, MOD 2 Part #7022200	W1340 W1231	W8484 W8484	80 <u>160</u> 240	Not before 2017-04-30 Note: Option Year 2 Exercised by 31 August 2016		

ANNEX C

LOTING 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;

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W8484-13YA01/A

371bk

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8484-13YA01

371bkW8484-13YA01

- 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	CO DE	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

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.

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", his 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.

Solicitation No. - N° de l'invitation

W8484-13YA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

371bk

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

W8484-13YA01

File No. - N° du dossier

371bkW8484-13YA01

CCC No./N° CCC - FMS No/ N° VME

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.

ANNEX D

AMMUNITION PACKAGING MARKINGS INSTRUCTIONS

AMMUNITION PACKAGING MARKINGS INSTRUCTIONS ITEM	DESCRIPTION
1	NATO STOCK NUMBER
2	QUANTITY
3	DESCRIPTIVE NOMENCLATURE OF STORE
4	GROSS WEIGHT IN KILOS (TO ONE DECIMAL PLACE)
5	SHIPPING CUBE IN METRES (TO THREE DECIMAL PLACES)
6	NET EXPLOSIVE QUANTITY (TO TWO DECIMAL PLACES)
7	LOT NUMBER TO BE UNDERLINED. WORD "LOT" NOT TO BE SHOWN
8	PROPER SHIPPING NAME AND UN NUMBER
9	EXPLOSIVE HAZARD LABEL (SIZE 100MM X 100MM)
10	UN PACKAGING SYMBOL AND CODES (CAN/CGSB 43.150)

SAMPLE OF MARKING PLACEMENT FRONT OF BOX	REAR OF BOX	RIGHT SIDE OF BOX
XXXX XX XXX XXXX (ITEM 1)	(ITEM 8)	XXXXXXXXXXXXXXXXXX (ITEM 7)
XXX XXXXXXXXXXXXXXXXXXXX (ITEMS 2 ET 3)	(ITEM 9)	
GR WT 0.0 KG (ITEM 4)		
CU 0.000 M3 (ITEM 5)		
NEQ 0.00 KG (ITEM 6)		
XXXXXXXXXXXXXXXXXX (ITEM 7)	(ITEM 10)	XXXXXXXXXXXXXXXXXX (ITEM 7)

NOTES:

- CHARACTERS ARE TO BE VERTICAL COMMERCIAL FULL GOTHIC TYPE AND MUST BE FULL TONED WITH SHARP CLEAR OUTLINE.
- CHARACTER SIZE TO SUIT COMMERCIAL EQUIPMENT PRACTICE AND THE SPACE AVAILABLE. THE POSITION OF THE MARKINGS ARE TO BE AS SHOWN IN THE SAMPLE ABOVE.
- LOCATE MARKINGS WITH SUFFICIENT CLEAR SPACE AT SEALING STRAP LOCATIONS SO THAT MARKINGS ARE NOT OBSCURED.
- ITEM 10 MAY BE RELOCATED TO BOTTOM OF PACKAGE IF SPACE DOES NOT PERMIT PLACEMENT AS SHOWN.

BID EVALUATION / SELECTION CRITERIA FOR SUBSTITUTE ITEM

Bidder Submission: Bidder shall provide proof in form of documentation that there proposed substitute product meets the below requirements

PURPOSE:

TECHNICAL COMPLIANCE

Signal Smoke and Illumination, Mk 121

Mod 1

7022198

1. Qualification

2. Physical Characteristics

3. Performance Characteristics

Product Description

Part No.

Requirements:

ITEM 1	REQUIREMENTS	Technical Compliance	
		YES	NO
<p>QUALIFICATION:</p> <p>The Bidder Must Provide Proof that you have previously provided, or are currently providing the same or similar item to a NATO or ally nation. Proof can be established by the provision of documentation that indicates the acceptance of the same or similar item by identified country's competent authority for ammunition/explosives safety and suitability such as:</p> <ul style="list-style-type: none"> a) UK Defence Ordnance Environment and Safety Board; b) USAF Non-nuclear Munitions Safety Board; and c) USN Weapons Systems Explosives Safety Review Board. 			
<p>PHYSICAL CHARACTERISTICS:</p> <p>Diameter</p>	<p>3 in +/- 0.05 in</p>	<p>Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)</p>	

Length	39 in +/- 0.25 in	Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)	
Weight	8 lbs +/- 0.5 lbs	Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)	
PERFORMANCE CHARACTERISTICS:			
Colour of smoke	Yellow/White	Royal Canadian Navy requirement	
Colour of flare produced	Yellow/White	Royal Canadian Navy requirement	
Duration of smoke produced	Minimum 10sec	Royal Canadian Navy requirement	
Duration of flare burn time	Minimum 10sec	Royal Canadian Navy requirement	
Luminous intensity	Minimum 12,000 Candela	Royal Canadian Navy requirement	
Peak altitude	Minimum 300 feet	Royal Canadian Navy requirement	
Launchable to a depth of at least	300 meters	Royal Canadian Navy requirement	
Maximum reliable underwater deployment velocity	15 knots	Royal Canadian Navy requirement	
REMARKS:			

BID ÉVALUATION / SÉLECTION CRITERIA FOR SUBSTITUTE ITEM

Bidder Submission: Bidder shall provide proof in form of documentation that there proposed substitute product meets the below requirements

TECHNICAL COMPLIANCE

PURPOSE:

Signal Smoke and Illumination Mk 117

Mod 2

7022200

1. Qualification

Product Description

Part No.

Requirements:

- 2. Physical Characteristics
- 3. Performance Characteristics

ITEM 2	REQUIREMENTS	JUSTIFICATION	Technical Compliance	
			YES	NO
	<p>The Bidder Must Provide Proof that you have previously provided, or are currently providing the same or similar item to a NATO or ally nation. Proof can be established by the provision of documentation that indicates the acceptance of the same or similar item by identified country's competent authority for ammunition/explosives safety and suitability such as:</p> <ul style="list-style-type: none"> a) UK Defence Ordnance Environment and Safety Board; b) USAF Non-nuclear Munitions Safety Board; and c) USN Weapons Systems Explosives Safety Review Board. <p>Must be safe and suitable IAW AOP-15 and STANAG 4333 for launch from the Submerged Signal Ejector MK 9 (SSE)</p>			
	<p>QUALIFICATION:</p>	<p>Must be safe for stowage and compatible with Canadian SSE.</p>		
	<p>PHYSICAL CHARACTERISTICS:</p>			
	<p>Diameter</p> <p>3 in +/- 0.05 in</p>	<p>Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)</p>		
	<p>Length</p> <p>39 in +/- 0.25 in</p>	<p>Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)</p>		

Weight	8 lbs +/- 0.5 lbs	Must be launchable with launching system currently utilized within DND. Submerged Signal Ejector MK 9 (SSE MK 9)	
PERFORMANCE CHARACTERISTICS:			
Colour of smoke	Green	Royal Canadian Navy requirement	
Colour of flare produced	Green	Royal Canadian Navy requirement	
Duration of smoke produced	Minimum 10sec	Royal Canadian Navy requirement	
Duration of flare burn time	Minimum 10sec	Royal Canadian Navy requirement	
Luminous intensity	Minimum 12,000 Candela	Royal Canadian Navy requirement	
Peak altitude	Minimum 300 feet	Royal Canadian Navy requirement	
Launchable to a depth of at least	300 meters	Royal Canadian Navy requirement	
Maximum reliable underwater deployment velocity	15 knots	Royal Canadian Navy requirement	

REMARKS: