



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL

RETURN BIDS TO:

Bid Receiving – PSPC
11 Laurier Street
Place du Portage, Phase III
Core 0B2
Gatineau, Quebec
K1A 0S5

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Title - Cartridge Signal 38mm (1.5in) Red Star	Solicitation No. - W8486-184673
Date of Solicitation: Friday December 15th, 2017	
Address Enquiries to: Sharmarke.Edan@forces.gc.ca	
Telephone No. - 819-939-1102	FAX No. - N/A
Destination See details in Annex A	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Solicitation Closes – <u>Closing Date:</u> January 5th 2018 14:00 EST

Delivery required - See Herein
Vendor Name and Address -
Name and title of person authorized to sign on behalf of vendor (type or print) - Name _____ Title _____ Signature _____ Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security associated with the requirement.

1.2 Requirements

The requirement is detailed in Annex "A", Line Item Details.

1.3 Debriefings

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

1.4 Trade Agreements

The Canadian Free Trade Agreement is applicable to this procurement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003 (2016-04-04)** Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause A9130T (2014-11-27), Controlled Goods Program
SACC Manual clause B1000T (2014-06-26), Condition of Material – Bid

Equivalent Products:

- 1) Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a) Designates the brand name, model and/or part number (or equivalent) of the substitute product;
- 2) Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a) The bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b) The substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3) In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within **10 calendar days** of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

2.2 Submission of Bids

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

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

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Financial Bid (2 hard copies)

Section II: Technical Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

Bidders must use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial 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: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at CFAD Dundurn, Dundurn, Saskatchewan. Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.2 Electronic Payment of Invoices- Bid

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

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

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

Section II: 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. Bidders must provide a bid on all items.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (CFAD Dundurn as noted in Annex A) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.1.2 Technical Evaluation

Bidders must provide the Part Number or equivalent as noted in Annex A- Requirement.

Annex E provides the mandatory performance criteria specified for any substitute item proposed.

4.2 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 lowest evaluated price as indicated on Attachment 1 to Part 3 will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions – Required Documentation

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

5.1.2 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 a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed\)](#).

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

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract and Period of the Contract

6.4.1 Delivery Date

All of the deliverables must be received as follows:

Line Item 1 must be received on or before 31 March 2018.

Line Item 2 must be received on or before 31 March 2019 (but not earlier than Jan 1st 2019).

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A- Line Item Details of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.4.3 Shipping Instructions-

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

1. Incoterms 2010 "DDP Delivered Duty Paid" at CFAD Dundurn
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

CFAD Dundurn
Saskatchewan
S0K1K0
Jacqueline Martens
Inventory Control
Telephone: (306) 492-2135 Ext: 4276
Fax: (306) 492-4881
E-mail: Jacqueline.Martens@forces.gc.ca

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sharmarke Edan
Title: DLP 3-1-5-1
DGLEPM/ DLP
Address: 101 Colonel by Drive, Ottawa, ON K1A 0K2
Telephone: 819-939-1102
E-mail address: Sharmarke.Edan@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

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.

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex A" for a cost of \$

_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

6.6.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes- Foreign-based Contractors

6.7 Invoicing Instructions

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.

Each Invoice must be supported by:

- A. A copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

Name: Sharmarke Edan

Title: DLP 3-1-5-1

DGLEPM/ DLP

Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: 819-939-7393

E-mail address: Sharmarke.Edan@forces.gc.ca

- B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. See article 6.5.1

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions 2010A (2016-04-04) _____.
- (c) Annex A- Line Item Details;
- (d) Annex B- Ammunition Lotting Instructions;
- (e) Annex C- Ammunition Packaging Marking Instructions;
- (f) Annex D- Ammunition Manufacturers Data Card Instructions;
- (g) Annex E- Selection Criteria;
- (h) Annex F- Electronic Payment Instructions;

- (i) The Contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

6.12 SACC Manual Clauses

A9131C (2014-11-27)	Controlled Goods Program- Contract
B4034C (2006-06-16)	Lot Acceptance Test
B4060C (2011-05-16)	Controlled Goods
D2025C (2017-08-17)	Wood Packaging Materials
D3010C (2016-01-28)	Dangerous Goods/Hazardous Products
D3014C (2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
D3015C (2014-09-25)	Dangerous Goods/Hazardous Products- Labelling and Packaging Compliance
D3017C (2014-09-25)	Preparation for Delivery- Ammunition and Missiles
D5510C (2017-08-17)	Quality Assurance Authority (Department of National Defence)- Canadian-based Contractor
D5515C (2010-01-11)	Quality Assurance Authority (Department of National Defence)- Foreign-based and United States Contractor
D5540C (2010-08-16)	ISO 9001:2008 Quality Management Systems- Requirements (Quality Assurance Code Q)
D5604C (2008-12-12)	Release Documents (Department of National Defence)- Foreign-based Contractor
D5605C (2010-01-11)	Release Documents (Department of National Defence)- United States-based Contractor
D5606C (2017-11-28)	Release Documents (Department of National Defence)- Canadian-based Contractor
D6010C (2007-11-30)	Palletization

6.13 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. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - Attention: Kay Rogers DAEME 3-3-6
- One (1) copy to the Quality Assurance Representative;
- One (1) copy to the Contractor; and
- For all non-Canadian contractors, (1) copy to:
 - DQA/Contract Administration
 - National Defence Headquarters
 - MGen George R. Pearkes Building
 - 101 Colonel By Drive

6.14 Lotting Instructions

The Lotting method will be in accordance with MIL STD 1168C or “Annex B”.

6.15 Ammunition Packaging Marking Instructions

Outer ammunition packaging must be marked in accordance with MIL STD 1168C or “Annex C”.

6.16 Ammunition Data Cards

The Contractor must:

- a. Prepare the ammunition data cards in accordance with MIL-STD-1168C or “Annex D”.
- b. Forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and
- c. Annotate the propellant stabilizer content data on the ammunition data cards under Remarks; Block 16.

6.17 Inspection

Inspection to be carried out by Consignee at Destination.

6.18 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 the CFR 49-171.8 and classified in accordance with the CFR 49-171.12(a).
2. The Contractor will obtain an EX number directly associated with the specified NATO Stock Number (NSN).
3. Request for EX numbers is to be forwarded to:
Eleanor Lawson
US 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
Email: 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.

6.19 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://www.nrcan.gc.ca/explosives>

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

6.20 Insurance Requirements

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.21 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.

THE FOLLOWING SECTIONS ARE ATTACHED TO THE RFP:

- ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION: PRICING SCHEDULE
- ANNEX A: REQUIREMENT: LINE ITEM DETAILS
- ANNEX B: AMMUNITION LOTTING INSTRUCTIONS
- ANNEX C: AMMUNITION PACKAGING MARKING INSTRUCTIONS
- ANNEX D: AMMUNITION MANUFACTURERS DATA CARD INSTRUCTIONS
- ANNEX E: BID EVALUATION/ SELECTION CRITERIA FOR SUBSTITUTE ITEM
- ANNEX F: PART 3 OF THE BID SOLICITATION

