



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## REQUEST FOR PROPOSAL

### RETURN BIDS TO:

Bid Receiving – PWGSC  
11 Laurier St.  
Place du Portage, Phase III  
Core 0B2  
Gatineau  
Québec  
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.

<b>Title</b> <b>Black Powder</b>	<b>Solicitation No</b> <b>W8486-195602/A</b>
<b>Date of Solicitation</b> <b>31 Oct 2018</b>	
<b>Address Enquiries to:</b> Donald Venzi Title : DLP 3-1-1 Organization: DGLEPM/ DLP Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2 Email Address: Donald.Venzi@Forces.gc.ca	
<b>Telephone No.</b> 819-939-8855	<b>FAX No</b> N/A
<b>Destination</b> See details in Annex A	

### Solicitation Closes –

At: 14 :00 :00 EST

On: 10 December 2018

### 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.**

<b>Delivery required</b> See Herein	<b>Delivery offered</b>
<b>Vendor Name and Address</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) -</b>	
Name _____	Title _____
<b>Page 1 of - de 28</b> Signature _____	Date _____



Contents

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 SECURITY REQUIREMENTS ..... 4

1.2 REQUIREMENT ..... 4

1.3 DEBRIEFINGS ..... 4

1.4 TRADE AGREEMENTS ..... 4

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

2.2 SUBMISSION OF BIDS ..... 4

2.3 ENQUIRIES - BID SOLICITATION ..... 5

2.4 APPLICABLE LAWS ..... 5

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 5**

3.1 BID PREPARATION INSTRUCTIONS ..... 5

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 6**

4.1 EVALUATION PROCEDURES ..... 6

4.2 BASIS OF SELECTION ..... 6

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 7**

5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION ..... 7

**PART 6 - RESULTING CONTRACT CLAUSES ..... 7**

6.1 SECURITY REQUIREMENTS ..... 8

6.2 REQUIREMENT ..... 8

6.3 STANDARD CLAUSES AND CONDITIONS ..... 8

6.4 DELIVERY DATE ..... 8

6.5 AUTHORITIES ..... 9

6.6 PAYMENT ..... 10

6.7 INVOICING INSTRUCTIONS ..... 10

6.8 CERTIFICATIONS ..... 11

6.9 APPLICABLE LAWS ..... 11

6.10 PRIORITY OF DOCUMENTS ..... 11

6.11 DEFENCE CONTRACT ..... 11

6.12 INSURANCE OR INSURANCE REQUIREMENTS ..... 11

6.13 PACKAGING REQUIREMENT ..... 11

6.14 QUALITY ASSURANCE ..... 12

6.15 SACC MANUAL CLAUSES ..... 13

6.16 LOTTING INSTRUCTIONS ..... 13

6.17 AMMUNITION PACKAGING MARKING INSTRUCTIONS ..... 13

6.18 AMMUNITION DATA CARDS ..... 13

6.19 INSPECTION AND ACCEPTANCE ..... 14

6.20 REGISTRATION – US CODE OF FEDERAL REGULATIONS ..... 14

6.21 NRCAN – AUTHORIZATION FOR EXPLOSIVES ..... 15

6.22 APPROVAL DOCUMENTS AND EXPORT LICENSES ..... 15



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

<b>ANNEX A</b> .....	<b>18</b>
REQUIREMENT .....	18
<b>ANNEX B</b> .....	<b>19</b>
AMMUNITION MANUFACTURER'S DATA CARD INSTRUCTIONS.....	19
<b>ANNEX C</b> .....	<b>23</b>
LOTING INSTRUCTIONS .....	23
<b>ANNEX D</b> .....	<b>25</b>
AMMUNITION PACKAGING MARKINGS INSTRUCTIONS .....	25
SAMPLE OF MARKING PLACEMENT .....	26
ANNEX E TO PART 3 OF THE - BID SOLICITATION .....	27
ELECTRONIC PAYMENT INSTRUMENTS .....	27



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this solicitation.

### **1.2 Requirement**

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 (2018-05-22) 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.

### **2.2 Submission of Bids**

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

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



National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

### **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: Technical Bid (three (3) hard copy)
- Section II: Financial Bid (two (2) hard copy)
- Section III: Certifications (three (3) 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; and
- (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 the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Bidders must submit their financial bid as follows:

Bidders must submit firm prices in Canadian dollars, Delivered Duty Paid (DDP) at CFAD Rocky Point W1231 Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

**SACC Manual clause C3011T** (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 Certifications and additional information**

#### **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**

#### **4.1.1 Mandatory Technical Criteria**

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

MIL Spec MIL-P-00223C (05 Feb 1993) (without amendments) must be met and as such there will be no substitutions made for this commodity. In order for this to be met the previous spec of MIL-P-00223B is not acceptable.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at CFAD Rocky Point W1231 5601 Rocky Point Rd Victoria British Columbia V9C 4H3 Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

### **4.2 Basis of Selection**

**SACC Manual clause A0069T** (2007-05-25), Basis of Selection

Page 6 of - de 28

**Canada** 



## **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>), 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.229006812.1158694905.1413548969#afed) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?\\_ga=1.229006812.1158694905.1413548969#afed](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.



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## 6.1 Security Requirements

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".

**SACC Manual clause B4008C** (2014-06-26) Requirement - Contract

## 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

**SACC Manual clause 2010A** (2018-06-21), 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

### 6.4.1 Delivery Date

All the deliverables must be received on or before March, 31 2019.

### 6.4.2 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" CFAD Rocky Point W1231.
2. The Contractor must deliver the goods to Canadian Forces (CF) Ammunition Depot 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 Rocky Point W1231





National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

5601 Rocky Point Rd.  
Victoria  
British Columbia  
V9C 4H3

Sandra Nelson  
Inventory Control  
Tel: 250-363-5116  
FAX: 250-363-5107  
Email: [Sandra.Nelson@Forces.gc.ca](mailto:Sandra.Nelson@Forces.gc.ca)

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Donald Venzi  
Senior Materiel Acquisition and Support Officer  
Directorate of Land Procurement 3-1-1 (DLP 3-1-1)  
101 Colonel by Drive,  
Ottawa, Ontario  
K1A 0K2  
Telephone: 819-939-8855  
Email Address: [Donald.Venzi@Forces.gc.ca](mailto:Donald.Venzi@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 DND Technical Authority

The Technical Authority for the Contract is:

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
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,



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

## **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, detailed herein, in Canadian funds. Delivered Duty Paid (DDP) Destination as per Incoterms 2010, customs duty included, 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.

### **6.6.2 Single Payment**

**SACC Manual clause H1000C** (2008-05-12), Single Payment

### **6.6.3 Electronic Payment of Invoices – Contract**

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

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

## **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

2. Invoices must be distributed as follows:

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

Name: Donald Venzi  
Title: DLP 3-1-1  
DGLPEM/DLP



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Address: 101 Colonel by Drive, Ottawa, Ontario, K1A 0K2  
Telephone: 819-939-8855  
E-mail Address: [Donald.Venzi@Forces.gc.ca](mailto:Donald.Venzi@Forces.gc.ca)

## 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 \_\_\_\_\_.

## 6.10 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The General Conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B – Ammunition Lotting Instructions;
- (e) Annex C – Ammunition Packaging Marking Instructions;
- (f) Annex D – Ammunition Manufacturers Data Card Instructions;
- (g) Annex E – Electronic Payment Instructions; and
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 Defence Contract

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

## 6.12 Insurance or Insurance Requirements

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

## 6.13 Packaging Requirement

The quantity delivered must be 1,000 lbs in containers of 1 lb each with 25 containers per box.

**SACC Manual clause D2025C** (2017-08-17), Wood Packing Materials

Page 11 of - de 28

Canada 



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

#### 6.14 Quality Assurance

**SACC Manual clause D5540C** (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)  
AND

**SACC Manual clause D5515C** (2010-01-11), Quality Assurance Authority (Department of National Defence) Foreign Based and United States Contractors  
OR

**SACC Manual clause D5510C** (2017-08-17), Quality Assurance Authority (Department of National Defence) Canadian Based Contractor  
AND

**SACC Manual clause D5604C** (2008-12-12), Release Documents (Department of National Defence) – Foreign based Contractor  
OR

**SACC Manual clause D5605C** (2010-01-11), Release Documents (Department of National Defence) – United States based Contractor  
OR

**SACC Manual clause D5606C** (2017-11-28), Release Documents (Department of National Defence) – Canadian based Contractor  
AND

**SACC Manual clause D5620C** (2012-07-16) Release Documents – Distribution

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

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

*National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: \_\_\_\_\_*



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

*DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2*

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

**NOTE:** For into-plane refuelling contracts b, c and d above are not required.

#### **6.15 SACC Manual Clauses**

**C2000C** (2007-11-30), Taxes - Foreign-based Contractor  
**B4034C** (2006-06-16), Lot Acceptance Test  
**D3010C** (2016-01-28), Delivery of 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  
**D6010C** (2007-11-30), Palletization  
**B7500C** (2006-06-16), Excess Goods

#### **6.16 Lotting Instructions**

The Lotting method will be in accordance with Annex C LOTTING INSTRUCTIONS

#### **6.17 Ammunition Packaging Marking Instructions**

Outer ammunition packaging must be marked in accordance with Annex D AMMUNITION PACKAGING MARKINGS INSTRUCTIONS

#### **6.18 Ammunition Data Cards**

The Contractor must:

- a. prepare the ammunition data cards in accordance with Annex B Ammunition Data Card;
- 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.



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## 6.19 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 6.20 Registration – US Code of Federal Regulations

1. As this item may require transport to the United States of America from Canada, unless not required in accordance with the US 49 Code of Federal Regulations (49 CFR) Part 173.56(h), the item must be registered in accordance with the US 49 CFR Part 171. The item must be assigned an EX number in accordance with US 49 CFR Part 171.8 and classified in accordance with US 49 CFR Part 171.12(a).
2. Unless exempt from registration in accordance with para 1 above, 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 US 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](mailto:approvals@dot.gov)
4. The Contractor will provide the classification certificate, or a Manufacturer's Classification Letter for those items exempt from DoT registration iaw US 49 CFR Part 173.56(h) 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 or Manufacture's Classification file number will be annotated on the Ammunition Data Card under Remarks, Block 17.



## 6.21 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 Authority and Classification Certificates can be found at: <http://www2.nrcan-nrcan-mcan.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 their delivery of the items to the DND Technical Authority at the address indicated within the Contract.
3. If an NRCAN Authorization and Classification Certificate cannot be obtained prior to the product being delivered, the Contractor may request an extension in writing from the DND 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.

## 6.22 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.



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

**THE FOLLOWING SECTIONS ARE ATTACHED AS ANNEXES TO THE RFP:**

- ANNEX A: REQUIREMENT
- ANNEX B: AMMUNITION MANUFACTURERS DATA CARD INSTRUCTIONS

Page 16 of - de 28

Canada 





National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

- ANNEX C: AMMUNITION LOTTING INSTRUCTIONS
- ANNEX D: AMMUNITION PACKAGING MARKING INSTRUCTIONS
- ANNEX E: ELECTRONIC PAYMENT INSTRUCTIONS



National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

**ANNEX A**  
**REQUIREMENT**

Item / Articles	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Security Requirement/Ex igence de sécurité	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	UNIT PRICE: Applicable taxes extra //	TOTAL PRICE: Applicable taxes Included //
									<b>PRIX UNITAIRE FERME:</b> Taxes applicables en sus	<b>PRIX COMPRIS:</b> Taxes applicables inclus
1	NSN 1376-21-799-8677 Black Powder MIL-P- 00223C Class 3 without amendments	LB	1000 (with 1 lb per plastic container and 25 containers per cardboard box)	CFAD Rocky Point W1231 5601 Rocky Point Rd. Victoria, British Columbia, V9C 4H3, Sandra Nelson, Inventory Control, Tel: 250- 363-5116, FAX: 250-363-5107, Email: Sandra.Nelson@F orces.gc.ca	Donald Venzi DLP 3-1-1 DGLPEM/DLP Address: 101 Colonel By Dr. Ottawa, ON K1A 0K2 Phone: 819- 939-8855 Email: Donald.Venzi@ Forces.gc.ca	No	Q	No		
<b>TOTAL</b>										<b>\$0.00</b>



## ANNEX B

### AMMUNITION MANUFACTURER'S DATA CARD INSTRUCTIONS

#### Scope

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

#### General

2. 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 –** 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.



National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

(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.

r. **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.

s. **Block 19 – Signature.** This block shall be signed by the person whose name appears in Block 18.

t. **Block 20 – Date.** Enter the date of the signature of the data card.

u.

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			
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



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## 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;
- 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

Page 23 of - de 28

Canada 



National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

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.

**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**

**NOTE: Due to size limitations, Small Arms Ammunition of all calibres less than 20mm need not be marked with the ammunition lot number.**





National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

ITEM	DESCRIPTION
1	NATO STOCK NUMBER
2	QUANTITY (NOTE 4). WORD "QTY" NOT TO BE SHOWN
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 (MIN SIZE 30MMX 30MM , MAX SIZE 100MM X 100MM)
10	UN PACKAGING SYMBOL AND CODES (TP14850)



National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

**SAMPLE OF MARKING PLACEMENT**

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

**NOTES:**

1. CHARACTERS ARE TO BE VERTICAL COMMERCIAL FULL GOTHIC TYPE AND MUST BE FULL-TONED WITH SHARP CLEAR OUTLINE.
2. CHARACTER SIZE TO SUIT COMMERCIAL EQUIPMENT PRACTICE AND THE SPACE AVAILABLE. THE LOCATION OF THE MARKINGS IS TO BE AS SHOWN IN THE SAMPLE ABOVE.
3. LOCATE MARKINGS WITH SUFFICIENT CLEAR SPACE AT SEALING STRAP LOCATIONS SO THAT MARKINGS ARE NOT OBSCURED.
4. ITEM 2 IS NOT REQUIRED FOR SINGLE-ITEM PACKAGES.
5. ITEM 10 MAY BE RELOCATED TO BOTTOM OF PACKAGE IF SPACE DOES NOT PERMIT PLACEMENT AS SHOWN.
6. LABELS TO BE IN ACCORDANCE WITH THE U.N. RECOMMENDATIONS ON THE TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

## ANNEX E

### ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2