



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

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

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR 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

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

Title - Sujet Dummy Cap Blasting		
Solicitation No. - N° de l'invitation W8486-195061/B	Date 2019-09-10	
Client Reference No. - N° de référence du client 6000436100		
GETS Reference No. - N° de référence de SEAG PW-\$\$BK-386-27450		
File No. - N° de dossier 386bk.W8486-195061	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-10		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: Rochon, Andre		Buyer Id - Id de l'acheteur 386bk
Telephone No. - N° de téléphone (613) 447-6663 ()		FAX No. - N° de FAX () -
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

Delivery Required - Livraison exigée See Herein	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

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PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

The requirement is detailed under Annex "A" of the resulting contract clauses.

1.2 Security Requirement

There are no security requirements applicable to the contract.

1.3 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.4 Comprehensive Land Claims Agreement(s)

This procurement is not subject to Comprehensive Land Claims Agreement(s).

1.5 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.

1.6 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.7 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.8 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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) (<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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 SACC Manual Clauses

A9130T (2014-11-27) Controlled Good Program – Bid
C5200T (2010-01-11) Transportation Costs Information

2.3 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 of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

2.4 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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.

2.6 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (insert the name of the province or territory).

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid 3 hard copies;

Section II: Financial Bid 1 hard copy;

Section III: Certifications 1 hard copy;

Section IV: Additional Information 1 hard copy;

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.2 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.

3.3 Exchange Rate Fluctuation

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

3.4 SACC Manual Clauses

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

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian

Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

- (d) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received

in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

- (a) Mandatory Technical criteria as outlined in Annex "G".
- (b) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26) Evaluation of Price – Canadian / Foreign Bidders

4.2 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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 specified otherwise, 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwpsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwpsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

5.1.2.1 Canadian Content Definition

SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

5.1.2.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.3 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

There is no security requirement applicable to the 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.

6.4 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to April 15, 2021 inclusive.

6.5.2 Delivery Date

All the deliverables must be received in accordance with the Statement of Requirement Annex "A" of the Contract.

6.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. 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 this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Comprehensive Land Claims Agreement(s)

The Contract is not subject to any Comprehensive Land Claims Agreement(s).

6.7 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

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6.8 Authorities

6.8.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: André Rochon
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Electronics, Munitions and Tactical Systems Procurement Directorate
Address: 11, Rue Laurier, Portage III, 8C2, Gatineau Québec K1A 0S5, Station 24

Telephone: (613) 447-6663
E-mail address: andre.rochon@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.

6.8.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority 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 Project Authority, however the Project 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.

6.8.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

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.

6.8.4 Contractor's Representative

Determined at contract award.

6.9 Payment

6.9.1 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 in Annex "A" for a cost of \$ _____. 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.

6.9.2 Method of Payment

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

6.9.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C2608C (2019-05-30) Canadian Customs Documentation
C2611C (2007-11-30) Customs Duties – Contractor Importer

6.9.4 Electronic Payment of Invoices – Contract

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

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

6.10 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.
- b) Invoices must be distributed as follows:
 - i. An electronic copy must be forwarded to the Contracting Authority;

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

Name:

Title:

DGLEPM/ DLP

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

Telephone:

E-mail address:

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.11.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.12 Applicable Laws

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

6.13 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;
- (c) the general conditions, 2010A (2018-06-21), General Conditions – Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Ammunition Manufacturer's Data Card Instructions;
- (f) Annex C, Lotting Instructions;
- (g) Annex D, Ammunition Packaging Markings Instructions;
- (h) Annex E, Inert Ammunition Packing Markings Instructions;
- (i) Annex F, Electronic Payment Instructions;
- (j) Annex G, Bid Evaluation Selection Criteria for Equivalent Items;
- (k) Annex H, Federal Contractors Program for Employment Equity;
- (l) Annex I, Delivery Points;
- (m) the Contractor's bid dated _____ (*insert date of bid*)

6.14 Defence Contract

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

6.15 Quality Assurance

SACC Manual clause D5545C (2019-05-30) ISO 9001-2008 – Quality Management Systems – Requirements (Quality Assurance Code C)

6.16 SACC Manual Clauses

A9131C (2014-11-27) Controlled Good Program - Contract
B1505C (2016-01-28) Shipment of Dangerous Goods/Hazardous Products
B4019C (2015-02-25) United State Military Specifications and Standards
B4034C (2006-06-16) Lot Acceptance Test
B4060C (2011-05-16) Controlled Goods
B4061C (2008-05-12) North Atlantic Treaty Organization Codification – Data Requirements
D2025C (2017-08-17) Wood Packaging Materials
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 Good/Hazardous Products – Labelling and Packaging Compliance
D3017C (2014-09-25) Preparation for Delivery – Ammunition and Missiles
D4001C (2008-12-12) Shipping Instructions –Delivery at Destination
D6010C (2007-11-30) Palletization

6.17 Transportation Costs

The Contractor must ship the goods prepaid via _____ (insert the method of transportation) including all delivery charges to destinations as per Annex “A”. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.18 Lotting Instructions

The lotting method will be in accordance with “Annex C”.

6.19 Ammunition Data Cards

The contractor must:

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- (a) Prepare the ammunition data cards in accordance with "Annex B";
- (b) Forward a soft copy via e-mail of the ammunition data cards to the consignee (s) and Technical Authority identified in the Contract;
- (c) The initial Value stabilizer content, Stabilizer type, Date of Manufacture, Type of propellant is to be annotated on the Ammunition Data Cards under remarks, Block 17; and
- (d) The NRCan Authorization and Classification Certificate number and EX numbers, if applicable, will be annotated on the Ammunition Data Card under Remarks, Block 17.

6.20 Ammunition Packaging Marking Instructions

- (a) Outer ammunition packaging must be marked in accordance with "Annex D".
- (b) Outer ammunition packaging for inert items must be marked in accordance with "Annex E".

6.21 Packaging

The blasting caps must be packaged in a M19A1 metal box (NSN 8140-00-828-2939).

6.22 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: _____*

- 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*

6.23 Authorization for Explosives - NRCAN

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:

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<https://www.nrcan.gc.ca/explosives/authorization-explosives/application-forms-and-fees-authorization/9853>

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

6.24 US Code of Federal Regulations (CFR)

1. As the item may require transport to the United States from Canada, unless not required in accordance with the US 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 shall 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 Transport
HMS/OHMEA/Approvals
120 New Jersey Avenue, SE
East Building, 2nd
Washington, DC 20590
Tel: 202-366-3987
Fax: 202-366-3752
E-mail: approvals@dot.gov

4. The Contractor shall provide the classification certificate or a Manufacturer's Classification Letter for the Contract item(s) exempt from DoT on or before delivery of the item(s) to the DND Technical Authority at the address indicated within the Contract.
5. If an EX number cannot be obtained and provided on or before delivery of the Contract item(s) to the DND Technical Authority, the Contractor shall submit an extension request in writing to the DND technical Authority through the Contracting Authority.
6. The EX number or Manufacturer's Classification file number shall be annotated on the Ammunition Data Card under Notes/Remarks, Block 17.

6.25 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.

6.26 Insurance

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

6.27 Document Deliverables

6.27.1 Technical Data

The Contractor must deliver to the TA the following technical data within sixty (60) days after contract award. All documentation must come in one complete package. For each blasting cap nature, the package must comprise of:

- (a) The Level 2 drawings listing the materials and dimensions of the blasting cap;
- (b) The Level 2 drawings of outer package markings, dimensions and materials used;
- (c) The Level 2 drawings of the ready-use package or container markings, dimensions and materials used;
- (d) The Safety Data Sheet;
- (e) The NRCAN Authorization and Classification Certificate (see Section 6.22 for instructions to request NRCAN Authorization and Classification Certificate);
- (f) The EX number (see Section 6.23 for instructions to request EX number);
- (g) Technical documentation required to create a CFTO, including:
 - i. General description of items and components;
 - ii. Technical specifications and product data sheet;
 - iii. Functioning;
 - iv. Diagrams to include:
 - 1) Sectional View;
 - 2) Markings;
 - 3) Packaging.

6.27.2 Safety and Suitability for Service (S3) Documentation

The required qualification testing of the blasting cap will be determined based on the winning bid. DND will deliver the required qualification testing with the contract award. The Contractor must provide documented qualification testing results and reports performed by the Contractor and/or OEM to support the S3 assessment conducted by DND. S3 testing may include testing as per the Environmental Requirements section in MIL-PRF-32294. The S3 deliverables must be delivered to DND within sixty (60) days after contract award. All documentation must come in one complete package.

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ANNEX "A"
REQUIREMENT
Initial Contract Period Year 1

Items	Description	Cons.	U of P	Qty	Unit Price	Delivery Date	Total Price
01	CAP, BLASTING, PRACTICE, INERT, ELECTRIC M6 NSN: N1375-01-6073817 P/N: OTA-M6 NCAGE: 4PRJ2 MIL Spec: MIL-C-46915	W1955	EA	5,000		On or Before 01-03-2020	
02	CAP, BLASTING, PRACTICE, INERT, ELECTRIC M6 NSN: N1375-01-6073817 P/N: OTA-M6 NCAGE: 4PRJ2 MIL Spec: MIL-C-46915	W2493	EA	5,000		On or Before 01-03-2020	
03	CAP, BLASTING, PRACTICE, INERT, NON-ELECTRIC XM30 NSN: N1375-00-6218362 P/N: 8864810 NCAGE: 19203 MIL Spec : MIL-PRF- 32294	W1955	EA	7,500		On or Before 01-03-2020	
04	CAP, BLASTING, PRACTICE, INERT, NON-ELECTRIC XM30 NSN: N1375-00-6218362 P/N: 8864810 NCAGE: 19203 MIL Spec : MIL-PRF- 32294	W2493	EA	7,500		On or Before 01-03-2020	
05	CAP, BLASTING, NON- ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF- 32294	W1955	EA	10,000		On or Before 01-03-2020	
06	CAP, BLASTING, NON- ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF- 32294	W2493	EA	10,000		On or Before 01-03-2020	
COST (before taxes)							
TAXES GST							
TAXES HST							
TOTAL COST (taxes included)							

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Initial Contract Period Year 2

Items	Description	Cons.	U of P	Qty	Unit Price	Delivery Date	Total Price
07	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W1955	EA	5,000		On or Before 01-03-2021	
08	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W2493	EA	5,000		On or Before 01-03-2021	
COST (before taxes)							
TAXES GST							
TAXES HST							
TOTAL COST (taxes included)							

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REQUIREMENT – OPTION YEARS

Option Period Year 1

Item	Description	Cons.	U of P	Qty	Unit Price	Delivery Date	Total Price
09	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W1955	EA	6,000		On or Before 01-03-2022	
10	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W2493	EA	6,000		On or Before 01-03-2022	
COST (before taxes)							
TAXES GST							
TAXES HST							
TOTAL COST (taxes included)							

Option Period Year 2

Item	Description	Cons.	U of P	Qty	Unit Price	Delivery Date	Total Price
11	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W1955	EA	6,000		On or Before 01-03-2023	
12	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W2493	EA	6,000		On or Before 01-03-2023	
COST (before taxes)							
TAXES GST							
TAXES HST							
TOTAL COST (taxes included)							

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Option Period Year 3

Item	Description	Cons.	U of P	Qty	Unit Price	Delivery Date	Total Price
13	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W1955	EA	6,000		On or Before 01-03-2024	
14	CAP, BLASTING, NON-ELECTRIC M7 NSN: N1375-01-3151335 P/N: 12929271 NCAGE: 19200 MIL Spec : MIL-PRF-32294	W2493	EA	6,000		On or Before 01-03-2024	
COST (before taxes)							
TAXES GST							
TAXES HST							
TOTAL COST (taxes included)							

OPTION YEARS ARE NOT PART OF THE CONTRACT

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 – 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.
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.
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.

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

Block 8 – Technical References. Enter the number and the revision date of the top drawing and/or the specification used to manufacture the item.

Block 9 – Contract Number(s). Enter the number of the contract issued by Public Works and Government Services Canada.

Block 10 – Component Details. The following are applicable:

- a. **Component.** Give the approved name of the component.
- b. **Model.** Enter the mark or model number of the component.
- c. **Drawing.** Enter the number of the top drawing or specification under which the component was manufactured.
- d. **Manufacturer.** Give the full name of the manufacturer of each lot used of the component.
- e. **Date.** Enter the date of manufacture of the component.
- f. **Lot Number.** Give the complete number of each lot of each component.
- g. **Quantity.** When components from more than one lot are used, give the quantity of each.

Block 11 – Number of Packs. Enter the number of outer packages in which the net quantity (Block 1) is packed.

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.

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.

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Block 14 – Net Explosive Content (NEC) of Item. Enter the net explosive content of the item named in Block 5.

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.

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.

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:

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.

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.

Other notes regarding palletization 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.

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

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

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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
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

Figure A-1

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 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.

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)

SAMPLE OF MARKING PLACEMENT

FRONT OF BOX	REAR OF BOX	RIGHT SIDE OF BOX
XXXX XX XXX XXXX (ITEM 1)		
XXX XXXXXXXXXXXXXXXXXXXX (ITEMS 2 & 3)	(ITEM 8)	
GR WT 0.0 KG (ITEM 4)	(ITEM 9) NOTE 6	
CU 0.000 M3 (ITEM 5)		
NEQ 0.00 KG (ITEM 6)		
<u>XXXXXXXXXXXXX</u> (ITEM 7)	(ITEM 10)	<u>XXXXXXXXXXXXX</u> (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 LOCATION OF THE MARKINGS IS 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 2 IS NOT REQUIRED FOR SINGLE-ITEM PACKAGES.
- ITEM 10 MAY BE RELOCATED TO BOTTOM OF PACKAGE IF SPACE DOES NOT PERMIT PLACEMENT AS SHOWN.
- LABELS TO BE IN ACCORDANCE WITH THE U.N. RECOMMENDATIONS ON THE TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS

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ANNEX "E"
INERT 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	LOT NUMBER (TO BE UNDERLINED). WORD "LOT" NOT TO BE SHOWN

SAMPLE OF MARKINGS

XXXX XX XXX XXXX (ITEM 1)

XXX XXXXXXXXXXXXXXXXXXXXXXXX (ITEM 2 & 3)

WT 0.0 (ITEM 4)

CU 0.000 (ITEM 5)

XXXXXXXXXXXX (ITEM 6)

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.

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**ANNEX "F" of PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

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

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

ANNEX G: BID EVALUATION SELECTION CRITERIA FOR SUBSTITUTE ITEM – ITEM 1 & 2 LISTED IN ANNEX A

ID	Criteria	Requirements CAP, BLASTING, PRACTICE, INERT, ELECTRIC M6	Bid Preparation Instructions	Met / Not Met
A1	General	The inert blasting cap must be manufactured and perform in accordance with MIL-C-46915.	This must be demonstrated by a certificate of conformity for an inert M6 blasting cap indicating MIL-C-46915 compliance.	
A2	Equivalent Products	Any Bidder proposing a blasting cap that is not certified in accordance with MIL-C-46915 must demonstrate the blasting cap meets the following requirements from MIL-C-46915 (A3 through A9).	The following requirements (A3 through A9) must only be demonstrated if the requirement in A1 is not met.	
A3	General	The inert blasting cap must be a military pattern blasting cap in-service with a NATO military.	The Bidder must demonstrate the blasting cap is a military grade blasting cap and is in-service with a NATO military.	
A4	Physical Characteristics	Length of blasting cap body must not be greater than 2.35 and not less than 2.25 inches. The Outside Diameter of the cap must not be greater than 0.241 inches and not less than 0.237 inches. The minimum diameter does not apply to crimps or grooves.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement.	
A5	Physical Characteristics	The blasting cap body must be sufficiently strong to allow insertion into simulated demolition blocks.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement or a statement of compliance from the Bidder.	
A6	Physical Characteristics	The Blasting cap lead wires diameter must be 25.3 mils nominal (AWG22) conforming to ASTM B 33 standard and not less than 143 nor greater than 150 inches in length.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement.	
A7	Physical Characteristics	The blasting cap must be provided with a spool, for impact protection of the blasting cap and for winding of the external lead wires. The spool dimensions must be as specified on ARDEC Drawings 8830954. The lead wires must be tightly and neatly coiled around the length of the outside of the spool in an untangled manner.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement or a statement of compliance from the Bidder.	
A8	Physical Characteristics	Inert blasting cap must not contain energetic materials.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement.	

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ID	Criteria	Requirements	Bid Preparation Instructions	Met / Not Met
A9	Physical Characteristics	<p>CAP , BLASTING, PRACTICE, INERT , ELECTRIC M6</p> <p>Inert blasting caps must have four (4) holes drilled on the circumference of the inert blasting cap using a 35 to a 43 drill bit size or its equivalent to establish an unobstructed view through the inert blasting cap and inert fill. These holes must be 90 degrees apart. The word "inert" must be legible and marked on two sides opposite each other.</p>	<p>This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows with pictures or drawings that it meets this requirement.</p>	

ANNEX G: BID EVALUATION SELECTION CRITERIA FOR SUBSTITUTE ITEM – ITEM 3 & 4 LISTED IN ANNEX A

ID	Criteria	Requirements CAP, BLASTING, PRACTICE, INERT, NON-ELECTRIC XM30	Bid Preparation Instructions	Met / Not Met
B1	General	The inert blasting cap must be manufactured and perform in accordance with MIL-PRF-32294.	This must be demonstrated by a certificate of conformity for an inert XM30 blasting cap indicating MIL-PRF-32294 compliance.	
B2	Equivalent Products	Any Bidder proposing a blasting cap that is not certified in accordance with MIL-PRF-32294 must demonstrate the blasting cap meets the following requirements from MIL-PRF-32294 (B3 through B7).	The following requirements (B3 through B7) must only be demonstrated if the requirement in B1 is not met.	
B3	General	The inert blasting cap must be a military pattern blasting cap in-service with a NATO military.	The Bidder must demonstrate the blasting cap is a military grade blasting cap and is in-service with a NATO military.	
B4	Physical Characteristics	The length of the blasting cap must not be less than 2.25 inch and not greater than 2.35 inch. The outside diameter must not be less than 0.230 inches and not greater than 0.241 inches.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement.	
B5	Physical Characteristics	The blasting cap body must be sufficiently strong to allow insertion into simulated demolition blocks.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement or a statement of compliance from the Bidder.	
B6	Physical Characteristics	Inert blasting cap must not contain energetic materials.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement.	
B7	Physical Characteristics	Inert blasting caps must have four (4) holes drilled on the circumference of the inert blasting cap using a 35 to a 43 drill bit size or its equivalent to establish an unobstructed view through the inert blasting cap and inert fill. These holes must be 90 degrees apart. The word "inert" must be legible and marked on two sides opposite each other.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows in a picture or a drawing that it meets this requirement.	

ANNEX G: BID EVALUATION SELECTION CRITERIA FOR SUBSTITUTE ITEM – ITEM 5 to 14 LISTED IN ANNEX A

ID	Criteria	Requirements CAP, BLASTING, NON-ELECTRIC M7	Bid Preparation Instructions	Met / Not Met
C1	General	The blasting cap must be manufactured and perform in accordance with MIL-PRF-32294.	This must be demonstrated by a certificate of conformity for a M7 blasting cap indicating MIL-PRF-32294 compliance.	
C2	Equivalent Products	Any Bidder proposing a blasting cap that is not certified in accordance with MIL-PRF-32294 must demonstrate the blasting cap meets the following requirements from MIL-PRF-32294 (C3 through C15).	The following requirements (C3 through C15) must only be demonstrated if the requirement in C1 is not met.	
C3	General	The blasting cap must be a military pattern blasting cap in-service with a NATO military.	The Bidder must demonstrate the blasting cap is a military grade blasting cap and is in-service with a NATO military.	
C4	Physical Characteristics	The length of the blasting cap must not be less than 2.25 inch and must not be greater than 2.35 inch. The outside diameter must not be less than 0.230 inches and not greater than 0.241 inches.	This must be demonstrated by including a copy of the Product Specification Sheet or drawings that clearly shows that it meets this requirement.	
C5	Physical Characteristics	The blasting cap body must be capable of protecting energetic material and sufficiently strong to allow insertion into demolition blocks.	This must be demonstrated by including a copy of the Product Specification Sheet that clearly shows that it meets this requirement or a statement of compliance from the Bidder.	
C6	Physical Characteristics	The blasting cap must be capable of being securely crimped to an M700 Time Blasting Fuse.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.4.3.	
C7	Performance Requirements	The blasting cap must be capable of being initiated by M700 Time Blasting Fuse. The blasting cap must detonate completely as evidenced by initiating the following military explosive: C-4 blocks, 15/40 lbs Shaped Charges, and TNT blocks.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.5.1.	
C8	Performance Requirements	The blasting cap must have 99.9% functional reliability with 95% confidence.	This must be demonstrated by providing test results showing how they meet the requirement.	

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ID	Criteria	Requirements CAP, BLASTING, NON-ELECTRIC M7	Bid Preparation Instructions	Met / Not Met
C9	Performance Requirements	The blasting cap in the packaged configuration must remain safe and functional with no degradation in performance for not less than 20 years in protected storage and for not less than 2 years in unprotected storage in all climatic conditions.	This must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.6.7.	
C10	Packaging Requirements	The blasting cap must have an approved Hazard Class and Compatibility Group from a National Competent Authority.	This must be demonstrated by providing a copy of a Certificate of Authorization and Classification of explosives from a National Competent Authority.	
C11	Environmental Requirements	The blasting cap must not show any evidence of damage or failure and must function throughout the temperature range of -50°F to +125°F.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.7.1.	
C12	Environmental Requirements	The blasting cap must not show any evidence of damage or failure and must function at the operating temperatures after exposure to storage temperatures from -65°F to +165°F.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.7.2.	
C13	Environmental Requirements	The blasting cap must remain safe and fully functional after exposure to two consecutive six-foot drops onto a surface of ¾ inch plywood securely clamped to a steel anvil of not less than 3 inches thickness.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.7.12.	
C14	Environmental Requirements	The blasting cap in its package must not exhibit and evidence of damage or failure when subjected to transportation/vibration.	The must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.7.13.	
C15	Environmental Requirements	The blasting cap must be insensitive to initiation during routine shipping, handling and storage.	This must be demonstrated by providing test results in accordance with MIL-PRF-32294 Para 4.6.4.	

**ANNEX "H" of PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

☐ A1. The Bidder certifies having no work force in Canada.

☐ A2. The Bidder certifies being a public sector employer.

☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

OR

☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX I – DELIVERY POINTS

Destination Code	Destination Address	Invoice Code	Invoice Address
W1955	DEPARTMENT OF NATIONAL DEFENCE CF AMMUNITION DEPOT DUNDURN DUNDURN, SASAKATCHEWAN S0K 1K0 CANADA	W8484	Name: Title: DGLEPM/ DLP Address: 101 Colonel by Drive, Ottawa, ON K1A 0K2 Telephone: E-mail address:
W2493	DEPARTMENT OF NATIONAL DEFENCE CF AMMUNITION DEPOT ANGUS, ONTARIO L0M 1B0 CANADA	W8484	Name: Title: DGLEPM/ DLP Address: 101 Colonel by Drive, Ottawa, ON K1A 0K2 Telephone: E-mail address: