



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Email : John.Caldwell@forces.gc.ca

Courriel: John.Caldwell@forces.gc.ca

**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.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

<b>Title/Titre</b> Flare, Target Marking – 38 mm (Radar Flare)	<b>Solicitation No – N° de l’invitation</b> <b>W8486-207166/B</b>
<b>Date of Solicitation – Date de l’invitation</b> 25 February 2022	
<b>Address Enquiries to – Adresser toutes questions à</b>  John Caldwell (by Email to john.caldwell@forces.gc.ca)	
<b>Telephone No. – N° de téléphone</b> By Email	<b>FAX No – N° de fax</b> By Email
<b>Destination</b>  <b>See Annex A to Part 6 – Statement of Work</b> <b>Voir les détails en annexe A de la partie 6 – Énoncé des travaux</b>	

**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.

**Instructions:**

Les taxes s ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés “rendu droits acquittés”, tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

**Solicitation Closes  
L’invitation prend fin**

**At – à : 14h00**  
**On – Le : 17 March 2022**

**Time Zone: Eastern Daylight Time (EDT)**  
**Fuseau horaire: Heure Avancée de l’Est (HAE)**

Delivery required - Livraison exigée <b>See Herein:</b> <b>Voir aux présentes :</b>	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’imprimerie)	
Name/Nom	
Title/Titre	
Signature	Date

**Request for Proposal – Department of National Defence (DND) Requirement – Flare, Target Marking – 38 mm (Radar Flare)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number W8486-207166/A dated 07 July 2021 with a closing of 15 October 2021 at 14h00 Eastern Daylight Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **1.2 Security Requirements**

There is no security requirement applicable to this procurement.

### **1.3 Statement of Work**

The requirement, which is for the supply of Flares, Target Marking – 38 mm (Radar Flare), hereinafter referred to as “Radar Flare”, is detailed in Annex “A” - Statement of Work.

### **1.4 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.

### **1.5 Trade Agreements**

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

## **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 (2020-05-28) Standard Instructions - Goods or 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 05 – Submission of Bids, Subsection 2.d is deleted in its entirety and replaced with the following:  
“d. Send its bid only to the address specified in the bid solicitation.”
- c) Section 05 – Submission of Bids, Subsection 4 is amended as follows:  
Delete: sixty (60) days      Insert: one hundred and twenty (120) days
- d) Section 06 – Late Bids, is deleted in its entirety.
- e) Section 07 – Delayed Bids, is deleted in its entirety and replaced with the following:  
“It is the Bidder’s responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.”
- f) Section 08 – Transmission by Facsimile or by epost Connect, is deleted in its entirety.
- g) Section 20 – Further Information, Subsection 2 is deleted in its entirety, and replaced with the following:  
“Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the Bid Solicitation.”

#### **2.1.1 SACC Manual Clauses B1000T (2014-06-26), Condition of Material – Bid**

## 2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions:** Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile or transmitted using the epost Connect service provided by Canada Post Corporation will not be accepted.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 – One soft copy in PDF format;

Section II: Financial Bid – One soft copy in PDF format; and,

Section III: Certifications and Additional Information – One soft copy in PDF format.

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

Bidders may use Attachment 2 to Part 3 to indicate their prices. If Bidders choose to use Attachment 2 to Part 3 to indicate their prices, Bidders must include Attachment 2 to Part 3 in their financial bid.

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation in the preparation of their bid.

#### **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. Requirements of the technical bid, including mandatory technical evaluation criteria, are detailed in Attachment 1 to Part 3 – Technical bid Requirements and Evaluation.

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

- 1) For performance of all the Work, (including options), specified in Annex A to Part 6 – Statement of Work:
  - Bidders must submit firm unit prices, Delivered Duty Paid (DDP) at the destinations specified in Attachment 2 to Part 3, Incoterms 2010, Applicable Taxes extra and shown separately;
  - Bids must be submitted in Canadian dollars. Bids submitted in foreign currency will be rejected;
  - Requests for foreign currency exchange rate fluctuation risk mitigation will be considered; and,
  - Canadian Customs Duty and Excise Tax, if applicable, are included.
- 2) Bidders should present their:
  - firm unit prices for performance of the Work specified in Annex A to Part 6 – Statement of Work (excluding options); and,
  - firm unit prices for options,by completing Attachment 2 to Part 3 – Pricing Schedule.
- 3) The proposed firm unit price for options, in any calendar year, must be no less than the firm unit price proposed for the calendar year which immediately precedes the option. This price restriction applies only to the pricing proposed for operational “Radar Flare” units.

**3.1.1 Electronic Payment of Invoices – Bid**

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 3 to Part 3 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 Risk Mitigation**

**SACC Manual Clause C3010T (2014-11-27) – Exchange Rate Fluctuation Risk Mitigation**

**Section III: Certifications**

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

## **Attachment 1 to Part 3 Technical Bid Requirements and Evaluation**

### **1 Purpose**

- 1.1 This attachment describes the requirements of the technical bid and the methodology that will be used to conduct the technical evaluation of bids submitted in response to this bid solicitation.

### **2 Bid Submission Deliverables**

- 2.1 The Bidder should provide as part of its bid, a completed Compliance Verification Matrix in accordance with Annex A to this attachment. At time of bid closing;
- the Bidder's proposed goods must, meet all Product Requirements detailed in Column "3" of the Compliance Verification Matrix;
  - the Bidder must provide all of the Required Justifications as detailed in Column "4" of the Compliance Verification Matrix; and,
  - the Bidder should provide information in the format detailed in Column "5" of the Compliance Verification Matrix;
- 2.2. At time of bid closing, the Bidder must submit as part of its Bid, the signed certifications, as detailed in Annex B to this attachment;.
- 2.3 At time of bid closing, the Bidder must submit as part of its Bid, the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer, for the goods which are being proposed, demonstrating compliance to the applicable Product Requirements detailed in Column 3 of the Compliance Verification Matrix - Annex A to this attachment;
- 2.4 At time of bid closing, the Bidder must detail the qualification tests that have been performed for the proposed goods in accordance with the applicable STANAG AECTP Test Methods, as detailed in Column 4 of the Compliance Verification Matrix - Annex A to this attachment; and,
- 2.5 At time of bid closing, the Bidder must submit as part of its Bid, documentary evidence demonstrating that the proposed goods are covered by a valid (at time of bid closing) authorization and classification certificate issued by a National Competent Authority.

### **3 Technical Bid Evaluation Methodology**

#### **3.1 Technical Evaluation**

##### **3.1.1 The technical evaluation will assess:**

- whether the the Bidder's proposed goods meet all Product Requirements detailed in Column "3" of the Compliance Verification Matrix; and,
- whether the the Bidder has provided all of the Required Justifications as detailed in Column "4" of the Compliance Verification Matrix.

- 3.1.2 Failure to provide sufficient detail to enable a complete evaluation of the proposal against the mandatory requirements of the Compliance Verification Matrix will deem the bid non-responsive.

### Annex A of Attachment 1 to Part 3

Table 3.1 – Compliance Verification Matrix

1 Evaluation Item	2 Criteria	3 Product Requirements "Radar Flare"	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is (or will be) Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
A1	Physical Characteristics	The maximum length of the proposed "Radar Flares" (both operational units and the inert cut-away units) must be equal to or less than 287 mm.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.
A2	Physical Characteristics	The maximum width of the proposed "Radar Flares" (both operational units and inert cut-away units) must be less than 55mm.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from column 3) for the proposed goods and is included at annex ___ of the technical bid.
A3	Performance Requirements	The proposed "Radar Flares" (operational units) must be hand launched using a self-contained launch capability.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from column 3) for the proposed goods and is included at annex ___ of the technical bid.

**Annex A of Attachment 1 to Part 3**

**Table 3.1 – Compliance Verification Matrix**

1 Evaluation Item	2 Criteria	3 Product Requirements "Radar Flare"	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is (or will be) Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
A4	Performance Requirements	When launched vertically, the proposed "Radar Flares" (operational units) must reach a height of at least 300m.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from column 3) for the proposed goods and is included at annex ___ of the technical bid.
A5	Performance Requirements	The proposed "Radar Flares" (operational units) must have a red star flare burn time of at least 9 seconds.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.
A6	Performance Requirements	The proposed "Radar Flares" (operational units) must provide a minimum light intensity of at least 30,000 candela in the visible spectrum.	This must be demonstrated by including a copy of the manufacturer's product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer's technical data sheet for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.

**Annex A of Attachment 1 to Part 3**

**Table 3.1 – Compliance Verification Matrix**

1 Evaluation Item	2 Criteria	3 Product Requirements “Radar Flare”	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is (or will be) Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
A7	Performance Requirements	When launched, the proposed “Radar Flares” (operational units) must have the following radar visibility: 'I'-Band-3cm/8-10Ghz with a minimum area coverage average of 80m <sup>2</sup> so that tracking is possible for at least 12 minutes.	This must be demonstrated by including a copy of the manufacturer’s product specification, data sheet, or other technical documentation from the manufacturer, or test results, that clearly show that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer’s technical data sheet or test results for the proposed goods detail the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.
A8	Environmental Requirements	The proposed “Radar Flares” must have a storage and transportation temperature range of at least -40°C to +60°C.	This must be demonstrated by including a copy of the manufacturer’s product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer’s technical data sheet or test results for the proposed goods detail the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.
A9	Environmental Requirements	The proposed “Radar Flares” must have an operating temperature range of at least -30°C to +50°C.	This must be demonstrated by including a copy of the manufacturer’s product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The manufacturer’s technical data sheet or test results for the proposed goods detail the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.

**Annex A of Attachment 1 to Part 3**

**Table 3.1 – Compliance Verification Matrix**

1 Evaluation Item	2 Criteria	3 Product Requirements “Radar Flare”	4 Required Justification	5 Information to be Provided by the Bidder  a) Indicate if Criterion is (or will be) Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
A10	Environmental Requirements	The proposed “Radar Flares” (operational units) must function after being immersed in 1m of water and must not show any evidence of water intrusion.	This must be demonstrated by submitting a signed certification of compliance to the Environmental Requirements, as detailed in Annex B of Attachment 1 to Part 3 - Bidder Certifications; and, This must also be demonstrated by detailing the qualification tests that have been performed for the proposed goods in accordance with STANAG AECTP 300, Method 307 for Immersion.	Sample Response: ___ Met, ___ Not Met The Bidder’s completed and signed certification of compliance to the Environmental Requirements is included at Annex ___ of the Technical Bid; and, The qualification tests that have been performed for the proposed goods in accordance with STANAG AECTP 300, Method 307 for Immersion, and test results are detailed at Annex ___ of the Technical Bid.
A11	Environmental Requirements	The proposed “Radar Flares” must function after being dropped, unpackaged, from a height of 1.22m and must not show any evidence of damage.	This must be demonstrated by submitting a signed certification of compliance to the Environmental Requirements, as detailed in Annex B of Attachment 1 to Part 3 - Bidder Certifications; and, This must also be demonstrated by detailing the qualification tests that have been performed in accordance with STANAG AECTP 400, Method 414 for handling.	Sample Response: ___ Met, ___ Not Met The Bidder’s completed and signed certification of compliance to the Environmental Requirements is included at Annex ___ of the Technical Bid; and, The qualification tests that have been performed for the proposed goods in accordance with STANAG AECTP 400, Method 414 for handling are detailed at Annex ___ of the Technical Bid.
A12	Environmental Requirements	The proposed “Radar Flares” (operational units) must function after being exposed to vibration from the following modes of transportation: shipborne, jet aircraft cargo, helicopter cargo, tactical wheeled vehicle – all terrain, and must not show any evidence of damage.	This must be demonstrated by submitting a signed certification of compliance to the Environmental Requirements, as detailed in Annex B of Attachment 1 to Part 3 - Bidder Certifications; and, This must be demonstrated by detailing the qualification tests that have been performed in accordance with STANAG AECTP 400, Method 401 for vibration.	Sample Response: ___ Met, ___ Not Met The Bidder’s completed and signed certification of compliance to the Environmental Requirements is included at Annex ___ of the Technical Bid; and, The qualification tests that have been performed for the proposed goods in accordance with STANAG AECTP 400, Method 401 for vibration are detailed at Annex ___ of the Technical Bid.

**Annex A of Attachment 1 to Part 3**

**Table 3.1 – Compliance Verification Matrix**

1 Evaluation Item	2 Criteria	3 Product Requirements “Radar Flare”	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is (or will be) Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
A13	Packaging Requirements	The proposed “Radar Flares” (operational units) must have an approved (at time of bid closing) Hazard Class and Compatibility Group designation from a National Competent Authority.	This must be demonstrated by providing a copy of an approved Explosives Authorization and Classification Certificate (valid at the time of bid closing) for the proposed goods, issued by a National Competent Authority.	Sample Response: ___ Met, ___ Not Met The Certificate of Authorization and Classification of explosives is included at Section ___ of the Technical Bid.
A14	Service Life Requirements	The proposed “Radar Flares” (operational units) must have a Shelf Life of at least 5 years from date of manufacture.	This must be demonstrated by including a copy of the manufacturer’s product specification, data sheet, or other technical documentation from the manufacturer that clearly shows that the proposed goods meet this requirement.	Sample Response: ___ Met, ___ Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). The manufacturer’s technical data sheet for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex ___ of the Technical Bid.
A15	Service Life Requirements	The proposed “Radar Flares” (operational units) must be less than six (6) months of age from the date of manufacture, at the time of Delivery.	This must be demonstrated by submitting a signed certification of compliance to the Service Life Requirements for the proposed goods, as detailed in Annex B of Attachment 1 to Part 3 - Bidder Certifications.	Sample Response: ___ Met, ___ Not Met The Bidder’s completed and signed certification of compliance to Service Life Requirements is included at Annex ___ of the Technical Bid.

## **Annex B of Attachment 1 to Part 3 Bidder Certifications**

### **1. Bidder Certification to Service Life Requirements**

The Bidder must submit a certification (in the format detailed below) attesting to the age of the proposed goods, at time of delivery:

“We hereby certify that the proposed goods, at time of Delivery, will not exceed six (6) months of age (measured from their date of manufacture).”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

### **2. Bidder Certification to Environmental Requirements**

The Bidder must submit a certification (in the format detailed below) attesting to the proposed goods meeting environmental requirements as follows:

“We hereby certify that the proposed goods, will fully perform to their designed specifications, following being subjected to the following environmental conditions:

- being immersed in 1m of water and must not show any evidence of water intrusion;
- being dropped, unpackaged, from a height of 1.22m, and must not show any evidence of damage; and,
- being exposed to vibration from the following modes of transportation; shipborne, jet aircraft cargo, helicopter cargo, tactical wheeled vehicle – all terrain, and must not show any evidence of damage.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

### **3. Bidder Certification to Training Requirements**

The Bidder must submit a certification (in the format detailed below) attesting to the proposed Inert Cut-Away units meeting the Training Requirements as follows:

“We hereby certify that the proposed Inert Cut-Away Units will fully and unconditionally meet all requirements detailed in Annex “A” to Part 6 – Statement of Work, Section 3.8 – Training Requirements.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**Attachment 2 to Part 3 - Pricing Schedule**

**Table 3.2. - Pricing Schedule**

Description	Destination and Annual Quantity of Deliverables (Unit of Issue: Each – per “Radar Flare”)		Destination and Annual Quantity of Deliverables (Unit of Issue: Each – per “Radar Flare”)		Firm Unit Price <sup>1</sup> (Applicable Taxes Extra)	Extended Price <sup>4</sup> (Applicable Taxes Extra)	Delivery <sup>2</sup>
		CFAD Bedford		CFAD Dundurn			
Performance of all the Work detailed in Annex “A” to Part 6 – Statement of Work, but excluding the supply of options.	(Inert Cut-away Training Units) Annex “A”– SOW Section 4.1, Item 1	2 Units	(Inert Cut-away Training Units) Annex “A” – SOW Section 4.1, Item 1	0 Units	\$ _____	\$ _____	2022 <sup>2</sup>
	(Operational Units) Annex “A”– SOW Section 4.1 Item 2 Item 6	528 Units 264 Units	(Operational Units) Annex “A” – SOW Section 4.1 Item 3 Item 7	528 Units 264 Units	\$ _____ \$ _____	\$ _____ \$ _____	2022 <sup>2</sup> 2025 <sup>2</sup>
Options, as detailed in Annex “A” to Part 6 – Statement of Work	Options (Operational Units) Annex “A”– SOW Section 4.1 Item 4 Item 8 Item 10	Options Quantities 264 Units 264 Units 264 Units	Options (Operational Units) Annex “A”– SOW Section 4.1 Item 5 Item 9 Item 11	Options Quantities 264 Units 264 Units 264 Units	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	Options <sup>3</sup>  In accordance with Term 3 below. The Bidder is required to specify the date by which options are to be exercised by Canada.

**Foreign Currency Exchange Rate Fluctuation Risk: Bidders are requested to select the statement which applies to their bid by placing a check mark in the applicable field:**

We (the Bidder) hereby request Canada to assume the risks and benefits of exchange rate fluctuations in respect of proposed pricing. Annex “A” to Attachment 2 - Form PWGSC-TPSGC 450 has been completed and forms part of our bid.

We (the Bidder) will assume the risks and benefits of exchange rate fluctuations in respect of proposed pricing.

### Attachment 2 to Part 3 - Pricing Schedule

**Table 3.2. - Pricing Schedule (contd)**

Terms applicable to Proposed Pricing

- 1 Firm Unit Prices are for delivery of a single unit of the specified goods to either destination. For Calendar Year 2022, the proposed firm unit price for Annex "A" – Statement of Work Section 4.1, Items 2 and 3 also includes delivery to the Technical Authority of:
  - the S3 Data detailed under Annex "A" – Statement of Work, Section 4.2; and,
  - the Technical Data detailed under Annex "A" – Statement of Work Section 4.3.For all other items, including options, the proposed firm unit prices cover delivery of the specified goods only.
- 2 Delivery (in full) of the specified number of units to each destination is required as follows:
  - For Annex "A" – SOW Section 4.1, Items 1, 2, and 3: Within 32 weeks after the date of Contract;
  - For Annex "A" – SOW Section 4.1, Items 6 and 7: Between 01 January and 15 February 2025; and,
  - For Annex "A" – SOW Section 4.1, Option Items 4, 5, 8, 9, 10, and 11: Between 01 January and 15 February for each Calendar Year specified in Statement of Work Section 4.1, should the option be exercised.Documentation Deliverables included within the firm unit price for Annex "A" – SOW Section 4.1, Items 2 and 3, must be delivered in accordance with Statement of Work Sections 4.2 and 4.3, as applicable.
- 3 For each option exercised, delivery (in full) of the specified number of units to either destination is required between 01 January and 15 February for the applicable Calendar Year, based on an option being exercised no later than (to be specified by the bidder), of the previous Calendar Year.
- 4 The Extended Price = Firm Unit Price x Applicable Quantities (Total Quantity covering both destinations for the applicable Calendar Year).

$$\begin{aligned} \text{Total Evaluated Price} = & \quad [ (\text{The Firm Unit Price for Annex "A" – SOW, Section 4.1 Item 1}) * 2 ] \\ & \quad [ (\text{The Firm Unit Price for Annex "A" – SOW, Section 4.1 Item Nos. 2 and 3}) X 1,056 ] \\ & \quad [ (\text{The Firm Unit Price for Annex "A" – SOW, Section 4.1 Item Nos. 6 and 7}) X 528 ] \\ & \quad + [ (\text{The Sum of the Firm Unit Prices for each Option - Annex "A" – SOW Section 4.1 Item Nos. 4 and 5, Item Nos. 8 and 9 as well as Item Nos. 10 and 11}) x 528 ] \end{aligned}$$

**Total Applicable Taxes = Total Evaluated Price x the Applicable Tax rate**

**Total Bid Price = Total Evaluated Price + Total Applicable Taxes**

Bidders may use Attachment 2 to Part 3 to indicate their prices. If Bidders choose to use Attachment 2 to Part 3 to indicate their prices, Bidders must include Attachment 2 to Part 3 in their financial bid.

**Annex "A" of Attachment 2 to Part 3**  
Form PWGSC-TPSGC 450

The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations in respect of proposed pricing. To do so, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 below. In the event that columns (1) to (4) on form PWGSC-TPSGC 450 below are not completed, the Bidder must assume the risks and benefits of exchange rate fluctuations in respect of proposed pricing.



**Public Works and Government Services  
Canada**

**Travaux publics et Services  
gouvernementaux Canada**

**Claim for Exchange rate Adjustments  
Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC		Contract Number - Numéro du contrat			Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9
Annex "A" SOW Section 4.1 Item No.  Annexe A" EDT Section 4.1 Numéro d'article	Description	Foreign Currency Component (FCC) per Unit  Montant en monnaie étrangère par unité  <b>(\$CAN)</b>	Foreign Currency  Devise étrangères	Quantity  Quantité	Initial Exchange Rate  Facteur de conversion initial  <b>(i<sub>0</sub>)</b>	Exchange Rate for Adjustments  Taux de change aux fins du rajustement  <b>(i<sub>1</sub>)</b>	% Change  Variation en %  <b>(i<sub>1</sub> - i<sub>0</sub>) / i<sub>0</sub> &gt; 0.02 (+/-)</b>	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>  Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>
1	"Radar Flare" (Inert Cut-Away Units) - 2022 CFAD Bedford CFAD Dundurn			2 0				
2 3	"Radar Flare" (Operational Units) - 2022 CFAD Bedford CFAD Dundurn			528 528				
6 7	"Radar Flare" (Operational Units) - 2025 CFAD Bedford CFAD Dundurn			264 264				

**Annex "A" of Attachment 2 to Part 3 - [Form PWGSC-TPSGC 450](#)**



**Public Works and Government Services  
Canada**

**Travaux publics et Services  
gouvernementaux Canada**

**Claim for Exchange rate Adjustments  
Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC		Contract Number - Numéro du contrat			Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9
Annex "A" SOW Section 4.1 Item No.  Annexe A" EDT Section 4.1 Numéro d'article	Description	Foreign Currency Component (FCC) per Unit  Montant en monnaie étrangère par unité  <b>(\$CAN)</b>	Foreign Currency  Devise étrangères	Quantity  Quantité	Initial Exchange Rate  Facteur de conversion initial  <b>(i<sub>0</sub>)</b>	Exchange Rate for Adjustments  Taux de change aux fins du rajustement  <b>(i<sub>1</sub>)</b>	% Change  Variation en %  <b>(i<sub>1</sub> - i<sub>0</sub>) / i<sub>0</sub> &gt; 0.02 (+/-)</b>	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>  Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>
4 5	Option - "Radar Flare" (Operational Units) - 2024 CFAD Bedford CFAD Dundurn			264 264				
8 9	Option - "Radar Flare" (Operational Units) - 2026 CFAD Bedford CFAD Dundurn			264 264				
10 11	Option - "Radar Flare" (Operational Units) - 2027 CFAD Bedford CFAD Dundurn			264 264				
Total Exchange Rate Adjustment Rajustement total du taux de change								

**Annex "A" of Attachment 2 to Part 3  
Form PWGSC-TPSGC 450**

## Instructions

### Where:

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US \$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US \$1] )

### Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.
2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

### Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

**ATTACHMENT 3 to PART 3 OF THE BID SOLICITATION  
ELECTRONIC PAYMENT INSTRUMENTS**

As indicated in Part 3, clause 3.1.1, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by 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)

## **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.

#### **4.1.1 Technical Evaluation**

The technical evaluation will be conducted in accordance with Attachment 1 to Part 3 of the bid solicitation.

##### **4.1.1.1 Mandatory Technical Criteria**

The Bidder must comply with the following mandatory technical criteria:

- The Bidder must meet of all the mandatory requirements detailed in Column 3 of the Compliance Verification Matrix, included at Annex A of Attachment 1 to Part 3 of the bid solicitation; and,
- The Bidder must provide as part of its bid, (at time of bid closing), all of the required justifications, as detailed in Column 4 of the Compliance Verification Matrix, included at Annex A of Attachment 1 to Part 3 of the bid solicitation.

Bids which do not meet all mandatory requirements will be declared non responsive.

#### **4.1.2 Financial Evaluation**

The price of the bid, including the price of options, will be evaluated as follows:

- in Canadian dollars;
- Applicable Taxes extra;
- Inco Terms 2010 Delivered Duty Paid (DDP) to the destinations specified in Attachment 2 to Part 3 – Pricing Schedule; and,
- Canadian Customs Duty and Excise Tax, if applicable, are included.

### **4.2 Basis of Selection**

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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications required with the Bid**

##### **5.1.2.1 Bidder Certifications**

Bidders must submit with their bid, the certifications detailed in Annex B of Attachment 1 to Part 3 – Bidder Certifications.

### **5.2 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 specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity.html) website:

(<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity.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.

## 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 this Contract.

### 6.2 Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work 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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2020-05-28), 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 in accordance with the schedules detailed in Annex "A" – Statement of Work, Sections 4.1, 4.2, and 4.3.

#### 6.4.2 Optional Goods

The Contractor grants to Canada the irrevocable option(s) to acquire the goods, described at Annex "A" – Statement of Work, Section 4.1, Items 4, 5, 8, 9, 10 and 11, under the same conditions and at the prices stated in the Contract. The option(s) may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the options at any time before \_\_\_\_\_ by sending a written notice to the Contractor.

#### 6.4.3 Shipping Instructions

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

- 1) For deliverables to Canadian Forces Ammunition Depot (CFAD) Dundurn:  
Inco Terms 2010 "Delivered Duty Paid (DDP)" at CFAD Dundurn, Saskatchewan.
- 2) For deliverables to CFAD Bedford:  
Inco Terms 2010 "Delivered Duty Paid (DDP)" at CFAD Bedford, Nova Scotia.

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic

Section at the applicable location(s) specified in Annex "B" – Basis of Payment. The consignee may refuse shipments when prior arrangements have not been made.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
Department of National Defence  
DGLPMP/DLP \_\_\_\_\_ Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
101 Colonel By Drive Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Ottawa, Ontario E-mail address: \_\_\_\_\_  
K1A 0K2

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
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, 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 Quality Assurance Authority

All work is subject to Government Quality Assurance. The Quality Assurance Authority responsible for the management of Government Quality Assurance on all Work received under this Contract is:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 6.5.4 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Firm Unit Prices, as specified in Annex "B" – Basis of Payment, Table B.1 as follows:
  - Currency – Canadian Dollars;
  - Canadian Customs Duty and Excise Tax, if applicable, are included;
  - INCO Terms 2010 DDP to Destinations; and,
  - Applicable Taxes are extra.
2. For options exercised, and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Firm Unit Prices, as specified in Annex "B" – Basis of Payment, Table B.1 as follows:
  - Currency – Canadian Dollars;
  - Canadian Customs Duty and Excise Tax, if applicable, are included;
  - INCO Terms 2010 DDP to Destinations; and,
  - Applicable Taxes are extra.

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

##### 6.6.2 Exchange Rate Fluctuation Adjustment (Applicable only if the bid requests Canada to assume the risks and benefits of exchange rate fluctuations)

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where an FCC is identified, Canada assumes the risk and benefits for exchange rate fluctuation, as shown in the Basis of Payment Table B.2 – Foreign Currency Exchange Rate Adjustment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Exchange rate adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

**FCC**  
Foreign Currency Component (per unit)

**Qty**  
Quantity of units

$i_0$

Initial Exchange Rate (CAN\$ per unit of foreign currency [for example US\$1]). The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time at the following Web address:

<https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates/>

$i_1$

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a) The ERA for goods will be the Bank of Canada rate on the date the goods were delivered. Should delivery to the destinations for a single annual volume of units deliverable be made on multiple dates, the last occurring date of delivery shall be used for identifying the applicable Bank of Canada Daily Exchange Rate ( $i_1$ ).
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450, (that is  $[(i_1 - i_0) / i_0]$ ).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

### 6.6.3 Multiple Payments

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

### 6.6.4 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)

### 6.6.5 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 copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of National Defence  
DGLP/DLP \_\_\_\_\_  
101 Colonel By Drive Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Ottawa, Ontario Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
K1A 0K2 E-mail address: \_\_\_\_\_

## 6.7 Certifications and Additional Information

### 6.7.1 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.

### 6.8 Applicable Laws

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

### 6.9 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 (2020-05-28), Goods (medium complexity);
- c) Annex A – Statement of Work;
- d) Annex B – Basis of Payment;
- e) Annex C – Ammunition Manufacturer's Data Card Instructions;
- f) Annex D – Ammunition Manufacturer's Lotting Instructions;
- g) Annex E – Ammunition Packaging Marking Instructions – Small Arms Ammunition; and,
- h) the Contractor's bid dated \_\_\_\_\_, entitled \_\_\_\_\_, and as clarified on \_\_\_\_\_.

### 6.10 Defence Contract

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

### 6.11 Excess Goods

SACC Manual clause B7500C (2006-06-16) Excess Goods

### 6.12 Insurance

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

### 6.13 Packaging Requirements

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

- D-98-08 – Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States; and,
- D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program).

Ammunition Packaging markings must be in accordance with Annex "E" – Ammunition Packaging Marking Instructions – Small Arms Ammunition.

#### **6.14 Quality Assurance**

- 1) SACC Manual clause D5540C (2019-05-30), ISO 9001:2015 – Quality Management Systems Requirement (Quality Assurance Code Q)
- 2) 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
- 3) 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 (2018-11-28), Release Documents (Department of National Defence) – Canadian-based Contractor

#### **6.15 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: the Technical Authority
- 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)

#### **6.16 Ammunition Lot Number**

Identification of the ammunition lot number must be in accordance with Annex "D" – Ammunition Manufacturer's Lotting Instructions

#### **6.17 Ammunition Data Cards**

The Contractor must;

- a) Prepare the ammunition data cards in accordance with Annex "C" – Ammunition Manufacturer's Data Card Instructions;
- 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 Notes - Block 17.

#### **6.18 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 their 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.

#### **6.19 SACC Manual Clauses**

SACC Manual clause B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

SACC Manual clause B4034C (2006-06-16), Lot Acceptance Test

SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies

SACC Manual clause D6010C (2007-11-30), Palletization

SACC Manual clause D3010C (2016-01-28), Delivery of Dangerous Goods/Hazardous Products

SACC Manual clause D3014C (2007-11-30), Transportation of Delivery of Dangerous Goods/Hazardous Products

SACC Manual clause D3015C (2014-09-25), Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance

SACC Manual clause D3017C (2014-09-25), Preparation of Delivery – Ammunition and Missiles

#### **6.20 Registration – US Code of Federal Regulations**

1. As the item(s) deliverable under the Contract 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(s) must be registered in accordance with the US 49 CFR Part 171. The item(s) 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 Paragraph 1 above, the Contractor will obtain an EX number directly associated with the specified NATO Stock Number (NSN), for each item deliverable under the Contract. The EX number(s) must not have been previously issued to the US DoD.

3. Requests for EX numbers are to be forwarded to:

Eleanor Lawson  
U.S. Department of Transportation  
HMS/OHMEA/Approvals  
1200 New Jersey Avenues, SE  
East Building, 2<sup>nd</sup> Floor, Rm. E23-443  
Washington, DC20590  
Tel: (202) 366-3987  
Facsimile: (202) 366-3753  
Email: [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 in accordance with US 49 CFR Part 173.56(h), on or before delivery of the item(s) 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 applicable EX number(s). The Contractor will provide the EX number(s) to the Technical Authority immediately following the number(s) being 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 Manufacturer's Classification file number will be annotated on the Ammunition Data Card under Notes – Block 17.

#### **6.21 Approval Documents and Export Licenses**

Within seven (7) days after the Date of Contract, the Contractor must apply for all required Governmental and other regulatory permits, necessary for performance of the Work. This includes, but is not limited to applications for export licenses, Canadian end-user certificates, Canadian international import certificates, and, or annual explosive importation permits, if applicable. The Contractor must provide to the Contracting Authority, a copy of each application submitted, within seven (7) days of the respective date of application. Furthermore, upon request, the Contractor must provide to the Contracting Authority copies of all available documentation from the applicable Governmental and regulatory authorities advising on the status of the application(s) submitted. This information must be provided within two (2) weeks of the Contracting Authority's request.

## Annex A – Statement of Work

### 1. SCOPE

#### 1.1 Purpose

1.1.1 The purpose of this Statement of Work (SOW) is to describe the Department of National Defence (DND) requirements for the acquisition and support of the Flare, Target Marking – 38 mm (Radar Flare), hereinafter referred to as the “Radar Flare”.

#### 1.2 Background

1.2.1 The “Radar Flare” provides survivors in inflatable life rafts and other small craft with a means of signalling their position to searching ships and aircraft in adverse visibility conditions. Its dual purpose payload also allows its use in clear conditions for a visual indication of the location of the chaff cloud. The “Radar Flare” can also be used for:

- Distress signalling
- Radar confusion
- Radar training and testing
- Terrain mapping
- Radar range calibration

1.2.2 Current In-Service Item: Rocket Hand-fired Radaflare, MK4  
NATO Stock Number: 1370-99-406-3721

#### 1.3 List of Acronyms and Abbreviations

1.3.1 The following is a list of acronyms used in this document:

CFAD	Canadian Forces Ammunition Depot
CFTO	Canadian Forces Technical Order
DAEME	Director Ammunition and Explosives Management and Engineering
DND	Department of National Defence
NRCan	Natural Resources Canada
RFP	Request for Proposal
SOW	Statement of Work
S3	Safety and Suitability for Service
STANAG	NATO Standardization Agreement
TA	Technical Authority
TDP	Technical Data Package

## **Annex A – Statement of Work**

### **2. APPLICABLE DOCUMENTS**

#### **2.1 General**

2.1.1 The following references are provided. Where mentioned, they must be used for the preparation of deliverables to the extent specified in this SOW.

#### **2.2 Referenced Documents**

2.2.1 Standards and Publications:

2.2.1.1 STANAG AECTP 300, Climatic Environmental Tests

2.2.1.2 STANAG AECTP 400, Mechanical Environmental Tests

#### **2.3 Order of Precedence**

2.3.1 In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW takes precedence.

### **3. REQUIREMENTS**

#### **3.1 General**

3.1.1 The Contractor must supply a “Radar Flare” and associated documentation meeting all requirements identified within this SOW.

#### **3.2 Product Requirements**

3.2.1 The “Radar Flare” must meet the requirements identified within this section.

3.2.2 Dimensional Requirements: In order to fit into existing survival kits, the “Radar Flare” must;

3.2.2.1 have a maximum length of 287 mm or less; and

3.2.2.2 have a maximum width of less than 55 mm.

3.2.3 Performance Requirements: The “Radar Flare” must;

3.2.3.1 be hand launched using a self-contained launch capability;

3.2.3.2 reach a height of at least 300m when launched vertically;

3.2.3.3 have a red star flare burn time of at least 9 seconds;

3.2.3.4 provide a minimum light intensity of at least 30,000 candela in the visible spectrum; and,

3.2.3.5 have the following radar visibility: 'I'-Band-3cm/8-10Ghz with a minimum area coverage average of 80 m<sup>2</sup> so that tracking is possible for a minimum of 12 minutes.

## Annex A – Statement of Work

3.2.4 Environmental Requirements: The “Radar Flare” must;

3.2.4.1 have a storage and transportation temperature range of at least -40°C to +60°C;

3.2.4.2 have an operating temperature range of at least -30°C to +50°C;

3.2.4.3 function after being immersed in 1m of water and must not show any evidence of water intrusion;

3.2.4.4 function after being dropped, unpackaged, from a height of 1.22m and must not show any evidence of damage; and

3.2.4.5 function after being exposed to vibration from the following modes of transportation: shipborne, jet aircraft cargo, helicopter cargo, tactical wheeled vehicle – all terrain, and must not show any evidence of damage.

3.2.5 Packaging Requirements: The “Radar Flare” must;

3.2.5.1 have an approved Hazard Class and Compatibility Group designation issued by a National Competent Authority. A “National Competent Authority” is defined as being a national explosives regulatory or government body, or any entity accredited by a national explosives regulatory or government body, for the authorization and classification of explosives.

3.2.6 Service Life: The “Radar Flare” must:

3.2.6.1 have a shelf life – period of time that an item can remain in storage under prescribed packaging and storage conditions – of at least 5 years from date of manufacture; and,

3.2.6.2 have less than 6 months of age from the date of manufacture at the time of delivery.

### 3.3 Safety and Suitability for Service (S3) Documentation Requirements

3.3.1 The Contractor must provide all available qualification test results and reports relating to the essential performance, environmental, packaging, and shelf life requirements detailed in Section 3.2.

3.3.2 S3 Assessment. DAEME will conduct a S3 assessment for the “Radar Flare” based on the data, information, test results, and reports to be provided by the Contractor. To support the S3 assessment, the Contractor must provide the following information on the “Radar Flare”:

3.3.2.1 storage and operational temperature limits;

3.3.2.2 initial service life limits; (shelf life and installed life – period of time that an item can remain in an operational configuration or in use);

3.3.2.3 name and mass of energetic materials;

3.3.2.4 mitigating measures for ensuring the item’s safety and suitability for service throughout its life cycle, if applicable; and,

3.3.2.5 instructions on methods of disposal and render safe procedures.

## Annex A – Statement of Work

### 3.4 Technical Documentation Requirements

3.4.1 The Contractor must provide a limited Technical Data Package (TDP) that contains the following technical documentation for the “Radar Flare”:

- 3.4.1.1 NCAGE, if available;
- 3.4.1.2 Name and address of true manufacturer, or Design Control Authority;
- 3.4.1.3 Manufacturer’s unique bar code number, if available;
- 3.4.1.4 Manufacturer’s unique part number and level 2 drawings for cataloging purposes;

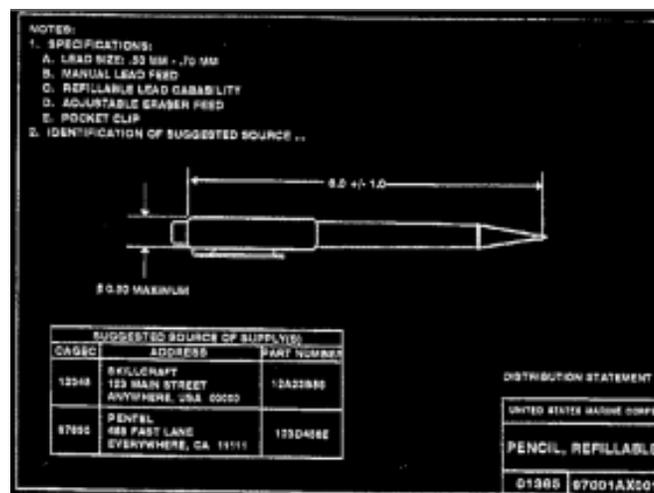


Fig 1. Example of a Level 2 drawing

- 3.4.1.5 NATO Stock Number (NSN), if available;
- 3.4.1.6 Safety Data Sheet, including detailed chemical composition with amounts;
- 3.4.1.7 A copy of the Natural Resources (NRCAN) Authorization and Classification Certificate for the “Radar Flare” that has been approved by the Chief Inspector of Explosives from the NRCAN Explosives Safety and Security Branch (ESSB);
- 3.4.1.8 United States Department of Transport Explosive Registration number (EX number) in accordance with the Contract;
- 3.4.1.9 Confirmation of approved packaging in accordance with Transport Canada and/or UN regulations; and,
- 3.4.1.10 Technical documentation required to create a Canadian Forces Technical Order, including:
  - 3.4.1.10.1 general description of item and components;
  - 3.4.1.10.2 technical specifications and product data sheet;
  - 3.4.1.10.3 description of how the item functions/works;
  - 3.4.1.10.4 description of packaging including material, quantity, mass and Net Explosive Weight (NEW) or Net Explosive Quantity (NEQ). Include inner and outer packaging as applicable; and,
  - 3.4.1.10.5 diagrams or engineering drawing of Sectional View, Markings, and Packaging.

### Annex A – Statement of Work

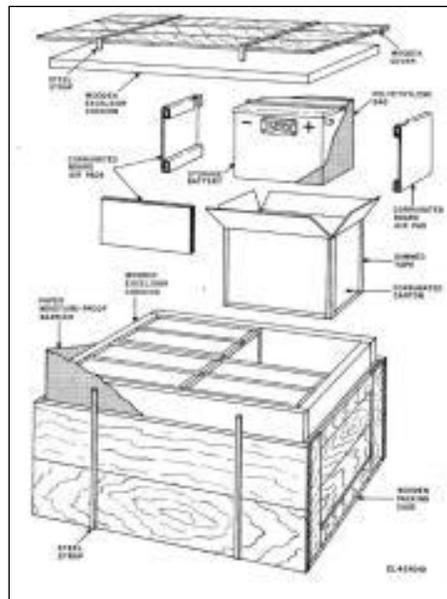


Fig 2. Example of a diagram of packaging

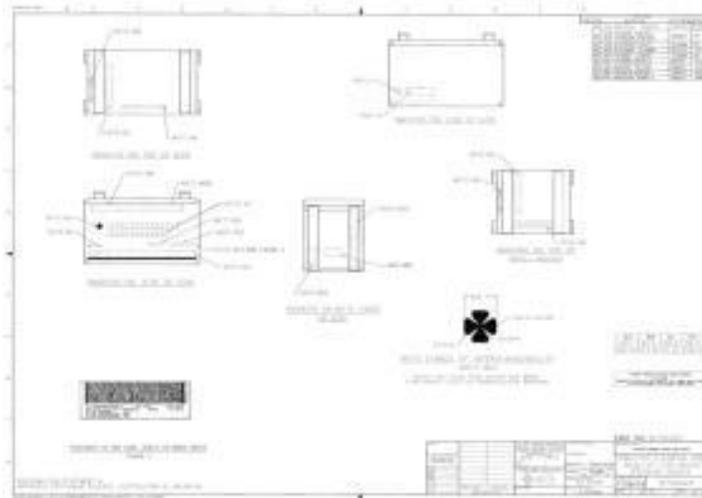


Fig 3. Example of an engineering drawing of packaging

## Annex A – Statement of Work

### 3.4.2 NRCan – Authorization for Explosives:

3.4.2.1 Any Explosives, as defined in section 2 of the Explosives Act R.S.C., 1985, c. E-17, that as part of the Work, are to be imported into, manufactured, transported, stored, possessed, delivered, or used in Canada must appear on the List of Authorized Explosives or be covered by a permit, certificate or special authority issued by the Explosives Regulatory Division of Natural Resources Canada (NRCan). Information concerning applications and requests for Authorization and Classification Certificates can be found at:

<https://www.nrcan.gc.ca/science-data/research-centres-labs/canadian-explosives-research-laboratory/9855>

3.4.2.2 The Contractor must ensure that the NRCan Authorization and Classification Certificate for the “Radar Flare” remains valid for the manufacture (if applicable), import (if applicable), transport, delivery, and use of the goods under the Contract.

### 3.5 Ammunition Data Cards

3.5.1 The Contractor must prepare the ammunition data cards in accordance with the Contract (Annex C).

### 3.6 Lotting Instructions

3.6.1 The Contractor must prepare the ammunition lot numbers in accordance with the Contract (Annex D).

### 3.7 Packaging

3.7.1 The Contractor must prepare the ammunition packaging markings in accordance with the Contract (Annex E).

### 3.8 Training Requirements

3.8.1 An inert cut-away version, (Quantity 2), of the “Radar Flare” is required to serve as a training aid, in helping instructors explain to students how the operational “Radar Flare” units function and to provide students with a visual representation of the operational units. There is no requirement for the inert cut-away version of the “Radar Flare” to produce any form of light or radar visibility.

3.8.2 The inert cut-away version of the “Radar Flare” to be supplied by the Contractor must;

3.8.2.1 be a cut-away, non-functional display only version of the operational “Radar Flare” that is being supplied by the Contractor under Section 3.2 above;

3.8.2.2 replicate the dimensions, weight, composition, inner layout, and construction of the operational “Radar Flare”;

3.8.2.3 not contain any energetic materials;

3.8.2.4 be suitable for instructional purposes within a classroom environment; and

3.8.2.5 be suitable for display and suitable for being handled by students.

**Annex A – Statement of Work**

**4. DELIVERABLES**

**4.1 General**

<b>1 Item</b>	<b>2 Item Description</b>	<b>3 Qty</b>	<b>4 Delivery Date</b>	<b>5 Delivery Location</b>	<b>6 Controlled Goods (CTAT or ITAR)</b>	<b>7 Security Requirement</b>	<b>8 Quality Assurance Code</b>
1	"Radar Flare" (Inert Cut-Away Units) for training purposes	2	Within 32 weeks after the date of Contract	CFAD Bedford	No	No	Q
2	"Radar Flare" (Operational Units)	528	Within 32 weeks after the date of Contract	CFAD Bedford	No	No	Q
3	"Radar Flare" (Operational Units)	528	Within 32 weeks after the date of Contract	CFAD Dundurn	No	No	Q
4 (Unfunded Option Yr 1)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2024	CFAD Bedford	No	No	Q
5 (Unfunded Option Yr 1)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2024	CFAD Dundurn	No	No	Q
6	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2025	CFAD Bedford	No	No	Q
7	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2025	CFAD Dundurn	No	No	Q
8 (Unfunded Option Yr 2)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2026	CFAD Bedford	No	No	Q
9 (Unfunded Option Yr 2)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2026	CFAD Dundurn	No	No	Q
10 (Unfunded Option Yr 3)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2027	CFAD Bedford	No	No	Q
11 (Unfunded Option Yr 3)	"Radar Flare" (Operational Units)	264	Between 01 Jan to 15 February 2027	CFAD Dundurn	No	No	Q

## **Annex A – Statement of Work**

### **4.2 S3 Data**

- 4.2.1 The Contractor must deliver the S3 documentation within ninety (90) days after Contract award, or ninety (90) days before the first scheduled delivery of goods under the Contract, as identified in Column 4 of the Section 4.1 table above, whichever occurs first. All of the S3 documentation listed in Section 3.3 must be delivered in one complete package. The Contractor must deliver one digital copy of the S3 documentation in MS Word or PDF format to the TA, at the address indicated in the Contract.

### **4.3 Technical Data**

- 4.3.1 The Contractor must deliver a limited TDP to the TA within ninety (90) days after Contract award, or ninety (90) days before the first scheduled delivery of goods under the Contract, as identified in Column 4 of the Section 4.1 table above, whichever occurs first. All of the technical documentation listed in Section 3.4 must be delivered in one complete package. The Contractor must deliver one digital copy of the TDP in MS Word or PDF format to the TA, at the address indicated in the Contract.

**Annex "B" – Basis of Payment**

**Table B.1**

Description	Destination and Annual Quantity of Deliverables (Unit of Issue: Each – per Radar Flare)		Destination and Annual Quantity of Deliverables (Unit of Issue: Each – per Radar Flare)		Firm Unit Price <sup>1</sup> (Applicable Taxes Extra)	Delivery <sup>2,4</sup>
		CFAD Bedford		CFAD Dundurn		
Performance of all the Work detailed in Annex "A" to Part 6 – Statement of Work, but excluding the supply of options.	(Inert Cut-away Training Units) Annex "A" – SOW Section 4.1 Item 1	2 Units	(Inert Cut-away Training Units) Annex "A" – SOW Section 4.1 Item 1	0 Units	\$ _____	2022
	(Operational Units) Annex "A" – SOW Section 4.1 Item 2 Item 6	528 Units 264 Units	(Operational Units) Annex "A" – SOW Section 4.1 Item 3 Item 7	528 Units 264 Units	\$ _____ \$ _____	2022 <sup>3</sup> 2025
Options, as detailed in Annex "A" to Part 6 – Statement of Work	Options (Operational Units) Annex "A" – SOW Section 4.1 Item 4 Item 8 Item 10	Options Quantity 264 Units 264 Units 264 Units	Options (Operational Units) Annex "A" – SOW Section 4.1 Item 5 Item 9 Item 11	Options' Quantity 264 Units 264 Units 264 Units	\$ _____ \$ _____ \$ _____	2024 <sup>5</sup> 2026 <sup>5</sup> 2027 <sup>5</sup>

**Annex "B" – Basis of Payment**

**Table B.1 (contd)**

Destination Addresses for the Flares Deliverables:	Invoice Address	Terms
<p>CFAD Dundurn W1955 Dundurn, Saskatchewan S0K 1K0 Canada</p> <p>ATTN: _____ Inventory Control Section Tel: (306) 492-2135 Ext: ____ E-mail: _____@forces.gc.ca</p> <p>CFAD Bedford W3140 Dartmouth, Nova Scotia B3B 1Z8 Canada</p> <p>ATTN: _____ Inventory Control Section Tel: (902) 427-_____ E-mail: _____@forces.gc.ca</p> <p><b>Destination address for the S3 documentation and the Technical Data documentation deliverables:</b></p> <p><b>Department of National Defence</b> Director – Ammunition and Explosives Management and Engineering (DAEME) 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 ATTN: _____ Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>	<p>Department of National Defence Directorate of Land Procurement DLP _____ DGLPEM/DLP 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>	<p><b>Terms</b></p> <ol style="list-style-type: none"> <li>1 Subject to Term 3 below, Firm Unit Prices are for delivery of a single unit of the specified goods to either destination.</li> <li>2 Delivery (in full) of the specified number of units to each destination is required as follows; <ul style="list-style-type: none"> <li>• For Annex "A" – SOW Section 4.1, Items 1, 2, and 3: Within 32 weeks after Date of Contract;</li> <li>• For Annex "A" – SOW Section 4.1, Items 6 and 7: Between 01 January and 15 February 2025; and,</li> <li>• For Annex "A" – SOW Section 4.1, Option Items 4, 5, 8, 9,10, and 11: Between 01 January and 15 February for each Calendar Year specified in SOW Section 4.1, should the option be exercised.</li> </ul> </li> <li>3 Deliverables for Annex "A" – SOW Section 4.1, Item Nos. 2 and 3 also include delivery to the Technical Authority of: <ul style="list-style-type: none"> <li>- the S3 Data detailed under Annex "A" – Statement of Work, Section 4.2; and,</li> <li>- the Technical Data detailed under Annex "A" – Statement of Work, Section 4.3.</li> </ul> </li> <li>4 Payment will be made no more frequent than once annually in accordance with Clause 6.6.3 – Multiple Payments, for completion and delivery of all units to both destinations for the applicable calendar year, or option exercised.</li> <li>5 For each option exercised, delivery (in full) of the specified number of units to either destination is required between 01 January and 15 February for the applicable Calendar Year, based on an option being exercised no later than <u>(to be specified by the bidder)</u> of the previous Calendar Year.</li> </ol>

**Annex "B" – Basis of Payment**

**Table B.2  
Foreign Currency Exchange Rate Adjustment**

(Applicable only if the bid requests Canada to assume the risks and benefits of exchange rate fluctuations)



**Public Works and Government Services  
Canada**

**Travaux publics et Services  
gouvernementaux Canada**

**Claim for Exchange rate Adjustments  
Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC		Contract Number - Numéro du contrat			Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9
Annex "A" SOW Section 4.1 Item No.  Annexe A" EDT Section 4.1 Numéro d'article	Description	Foreign Currency Component (FCC) per Unit  Montant en monnaie étrangère par unité  <b>(\$CAN)</b>	Foreign Currency  Devise étrangères	Quantity  Quantité	Initial Exchange Rate  Facteur de conversion initial  <b>(i<sub>0</sub>)</b>	Exchange Rate for Adjustments  Taux de change aux fins du rajustement  <b>(i<sub>1</sub>)</b>	% Change  Variation en %  <b>(i<sub>1</sub> · i<sub>0</sub>) / i<sub>0</sub> &gt; 0.02 (+/-)</b>	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>  Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>
1	"Radar Flare" (Inert Cut-Away Units) - 2022 CFAD Bedford CFAD Dundurn			2 0				
2 3	"Radar Flare" (Operational Units) - 2022 CFAD Bedford CFAD Dundurn			528 528				
6 7	"Radar Flare" (Operational Units) - 2025 CFAD Bedford CFAD Dundurn			264 264				

**Annex "B" – Basis of Payment**

**Table B.2  
Foreign Currency Exchange Rate Adjustment**

(Applicable only if the bid requests Canada to assume the risks and benefits of exchange rate fluctuations)



**Public Works and Government Services  
Canada**

**Travaux publics et Services  
gouvernementaux Canada**

**Claim for Exchange rate Adjustments  
Demande de rajustement du taux de change**

Contractor Name - Nom de l'entrepreneur		PWGSC File Number - Numéro du dossier de TPSGC		Contract Number - Numéro du contrat			Item/Invoice Number - Numéro d'article/de facture	
1	2	3	4	5	6	7	8	9
Annex "A" SOW Section 4.1 Item No.  Annexe A" EDT Section 4.1 Numéro d'article	Description	Foreign Currency Component (FCC) per Unit Montant en monnaie étrangère par unité <b>(\$CAN)</b>	Foreign Currency Devise étrangères	Quantity Quantité	Initial Exchange Rate Facteur de conversion initial <b>(i<sub>0</sub>)</b>	Exchange Rate for Adjustments Taux de change aux fins du rajustement <b>(i<sub>1</sub>)</b>	% Change Variation en % <b>(i<sub>1</sub> - i<sub>0</sub>) / i<sub>0</sub> &gt; 0.02 (+/-)</b>	Adjustment = FCC X Quantity X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>  Rajustement = montant en monnaie étrangère X Quantité X (i <sub>1</sub> - i <sub>0</sub> ) / i <sub>0</sub>
4 5	Option - "Radar Flare" (Operational Units) - 2024 CFAD Bedford CFAD Dundurn			264 264				
8 9	Option - "Radar Flare" (Operational Units) - 2026 CFAD Bedford CFAD Dundurn			264 264				
10 11	Option - "Radar Flare" (Operational Units) - 2027 CFAD Bedford CFAD Dundurn			264 264				
Total Exchange Rate Adjustment Rajustement total du taux de change								

**Annex "B" – Basis of Payment**

**Table B.2  
Foreign Currency Exchange Rate Adjustment**

**Instructions**

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US \$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US \$1] )

**Instructions for Payment:**

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(i_1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

## Annex C - 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.
    - (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.

### **Annex C - Ammunition Manufacturer's Data Card Instructions**

- 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.
  - 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) The NRCan Authorization and Classification Certificate number will be identified.
  - 5) Other notes regarding palletization of the lot (or part lot) being shipped may be added if appropriate.

**Annex C - Ammunition Manufacturer's Data Card Instructions**

- 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.

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 Ammunition Manufacturer's Data Card**

## Annex D – Ammunition Manufacturer's Lotting Instructions

### 1. Description of the Standard Lot Number

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

ABC96A01-02

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

### 2. Manufacturer's Identification Symbol

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

### 3. Year of Production

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

### 4. Month of Production

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

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

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

## **Annex D – Ammunition Manufacturer's Lotting Instructions**

### **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 a n 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 “E” – Ammunition Package Marking Instructions - Small Arms Ammunition**

ITEM	DESCRIPTION
1	PROPER SHIPPING NAME AND UN NUMBER
2	EXPLOSIVE HAZARD LABEL (MIN SIZE 30MM X 30MM, MAX SIZE 100MM X 100MM)
3	NATO STOCK NUMBER
4	PACKAGE QUANTITY
5	DESCRIPTIVE NOMENCLATURE OF STORE AND SYMBOLS
6	NET WEIGHT OF EXPLOSIVES (AIR TPT) (TO TWO DECIMAL PLACES)
7	GROSS WEIGHT IN KILOS (TO ONE DECIMAL PLACE)
8	NET EXPLOSIVE QUANTITY (TO TWO DECIMAL PLACES)
9	SHIPPING CUBE IN METRES (TO THREE DECIMAL PLACES)
10	LOT NUMBER TO BE UNDERLINED. WORD “LOT” NOT TO BE SHOWN
11	UN PACKAGING SYMBOL AND CODES (TP 14850)

**SAMPLE OF MARKING PLACEMENT**

LEFT SIDE OF BOX	FRONT OF BOX
	(ITEM 1) (ITEM 2)
	NOTE 4
	XXXX XX XXX XXXX (ITEM 3)
	XXX XXXXXXXXXXXXXXXX (ITEMS 4 ET 5)
	NET QTY 0.00 KG (ITEM 6)
	GR WT 0.0 KG (ITEM 7)
	NEQ 0.00 KG (ITEM 8)
	CU 0.000 M3 (ITEM 9)
XXXXXXXXXXXXXXXXXX (ITEM 10)	XXXXXXXXXXXXXXXXXX (ITEM 10)
	XXXXXXXXXXXXXXXXXX (ITEM 11)

**NOTES:**

- CHARACTERS ARE TO BE VERTICAL COMMERCIAL FULL GOTHIC TYPE AND MUST BE FULL-TONED WITH SHARP CLEAR OUTLINE.
- CHARACTER SIZE TO SUIT COMMERCIAL EQUIPMENT PRACTICE AND THE SPACE AVAILABLE. THE POSITION OF THE MARKINGS ARE TO BE AS SHOWN IN THE SAMPLE ABOVE.
- LOCATE MARKINGS WITH SUFFICIENT CLEAR SPACE AT SEALING STRAP LOCATIONS SO THAT MARKINGS ARE NOT OBSCURED
- LABELS TO BE IN ACCORDANCE WITH THE U.N. RECOMMENDATIONS ON THE TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS