



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

### 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).

### Comments - Commentaires

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

Email – Courriel :  
[Kaman.Law@forces.gc.ca](mailto:Kaman.Law@forces.gc.ca)

<b>Title - Sujet</b> Signal Illumination 19mm Red and Signal Illumination 19mm Green	
<b>Solicitation No. N° de l'invitation</b> W8486-217777/A	<b>Date of Solicitation Date de l'invitation</b> 2022-11-24
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Kaman Law, DLP 9-1-6	
<b>Telephone No. - N° de telephone</b> 343-553-4368	<b>E-Mail Address - Courriel</b> <a href="mailto:Kaman.Law@forces.gc.ca">Kaman.Law@forces.gc.ca</a>
<b>Destination</b> See herein - Voir aux présentes	

**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 municipales 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.

<b>Delivery requested Livraison demandée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

<b>Solicitation Closes - L'invitation prend fin</b> At - à : 2:00 PM - 14:00  On - le : 2023-01-06  Time Zone - Fuseau Horaire : Eastern Standard Time (EST) Heure normale de l'Est (HNE)
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

- A. This bid solicitation is for the procurement of the following group items:
  - (i) Group A – Signal Illumination 19mm Red
  - (ii) Group B – Signal Illumination 19mm Green
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

### **1.2 Security Requirements**

- A. There is no security requirement associated with this bid solicitation.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

### **1.5 Canadian Content**

- A. The requirement is subject to a preference for Canadian goods and services.

### **1.6 Phased Bid Compliance Process**

- A. The Phased Bid Compliance Process applies to this requirement.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

A. All instructions, clauses and conditions identified in the bid solicitation by number, date, and title are either:

- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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; or
- (ii) Included as attachments.

These documents are incorporated by reference and they form part of the bid solicitation as though they were expressly set out here in full.

B. 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.

C. The [2003](#) (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) 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 Department of National Defence email address specified on page 1 of the bid solicitation”
- (iii) Section 05, Submission of bids, subsection 4, is amended as follows:
  - Delete: 60 days
  - Insert: 120 days
- (iv) Section 06, Late Bids, is deleted in its entirety;
- (v) Section 07, Delay 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.”
- (vi) Section 08, Transmission by facsimile or by Canada Post Corporation’s (CPC) Connect service, is deleted in its entirety.
- (vii) 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.”

### 2.2 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 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.

- C. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- D. Due to the nature of the bid solicitation, bids transmitted by Canada Post Corporation's (CPC) Connect service will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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**

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

### **2.5 Condition of Material – Bid**

- A. Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

### **2.6 Controlled Goods Program – Bid**

- A. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act (<https://laws-lois.justice.gc.ca/eng/acts/d-1/>), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program (<https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html>) and registration is carried out as follows:
  - (i) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- (ii) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- (iii) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within 7 working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within 30 days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- B. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

## **2.7 Government Supplied Documentations**

- A. The documents listed below form part of this bid solicitation, and will form part of any resultant contract:
  - (i) D-74-300-A00/SF-002, Specification for Ammunition General, 01 August 2005
  - (ii) D-09-002-004/SG-000, Standard: Identification of Ammunition and Ammunition Packaging, 01 January 2011
  - (iii) D-09-002-010/SG-000, Assessment of the Safety and Suitability for Service of Ammunition and Explosives, 01 March 2007
  - (iv) C-74-300-D01/TA-000, Ammunition - Logistical Data, 19 October 2015
  - (v) D-09-002-002/SG-000, Ammunition Lotting Procedure, 20 April 2004
- B. The above listed documentation is being made available to bidders in PDF file format. Bidders interested in receiving the above listed documentation must submit their requests to the email address specified on Page 1 of this bid solicitation. Requests for documentation must be submitted complete with a signed copy of the Non-Disclosure Agreement contained in the attachment to Part 2 entitled Non-Disclosure Agreement. The Non-Disclosure Agreement must be signed by a senior representative of the Bidder. Documentation will not be released, for any request not including a duly signed Non-Disclosure Agreement.

**ATTACHMENT 1 TO PART 2 – NON-DISCLOSURE AGREEMENT**

- A. The Bidder hereby acknowledges that the Government Supplied Documentation, (hereinafter referred to as "INFORMATION") being made available to it under this bid solicitation, and for purposes of conduct of the Work, may contain data and information that is classified, confidential, or proprietary to Canada, its contractors or to other third parties. In consideration of the INFORMATION being disclosed to the Bidder, the Bidder hereby agrees:
- (i) to maintain the confidentiality of the INFORMATION ;
  - (ii) that the INFORMATION will not be copied, disclosed or provided to another party without the consent of Canada;
  - (iii) to not use the INFORMATION except as may be necessary for preparation of a bid in response to this bid solicitation, or to carry out the Work for Canada;
  - (iv) to ensure that any prospective subcontractor is subject to the same Conditions;
  - (v) to return the INFORMATION to the Contracting Authority prior to bid closure for this solicitation, if no bid is made; and
  - (vi) to return to the Contracting Authority, all documentation, copies, notes, diagrams, computer memory, media and other materials containing any portion of the INFORMATION, or confirm to Canada, in writing, the destruction of the INFORMATION within 5 days after being requested to do so by the Contracting Authority.

Certification of a senior official:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: 1 soft copy in PDF format;  
Section II: Financial Bid: 1 soft copy in PDF format;  
Section III: Certifications: 1 soft copy in PDF format; and  
Section IV: Additional Information: 1 soft copy in PDF format.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders use a numbering system that corresponds to the bid solicitation in the preparation of their bid.
- D. Bidders may bid on more than 1 group as detailed in the attachments to Part 4 entitled Evaluation Criteria and Pricing Schedule.
- E. Canada requests that Bidders clearly identify in the first pages of their bid which group they are bidding on.

### **3.2 Section I: Technical Bid**

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- B. Bidders must submit 1 technical bid per group which they are bidding on. Bidders may submit up to 2 separate technical bids with their bid.

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

- A. Bidders must submit their financial bid in accordance with the attachment to Part 4 entitled Pricing Schedule.
- B. Bidders must submit 1 financial bid per group which they are bidding on. Bidders may submit up to 2 separate financial bids with their bid.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 Exchange Rate Fluctuation**

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.4 Section III: Certifications**

- A. Bidders must submit the Bidder Certifications required under Part 5.

**3.5 Section IV: Additional Information**

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid; and
- (iii) Any other information submitted in the bid not already detailed.

**ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. 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); and
- 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.
- C. The evaluation team will determine if there are 2 or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](https://laws.justice.gc.ca/eng/acts/C-34/index.html) (<https://laws.justice.gc.ca/eng/acts/C-34/index.html>), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer 2 or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.1 Technical Evaluation**

- A. Mandatory technical evaluation criteria are included in the attachment to Part 4 entitled Evaluation Criteria.
- B. Group A and Group B will be evaluated separately.
- C. The Phased Bid Compliance Process will apply to all mandatory technical evaluation criteria.

#### **4.1.2 Financial Evaluation**

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at Canadian Forces Ammunition Depot (CFAD) Dundurn Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
- B. Group A and Group B will be evaluated separately.

### **4.2 Phased Bid Compliance Process (PBCP)**

#### **4.2.1 (2018-07-19) General**

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- C. Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- D. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- E. Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.2.2 (2018-03-13) Phase I: Financial Bid**

- A. After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- B. Canada's review in Phase I will be performed by officials of the Department of National Defence.
- C. If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- D. For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- E. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- F. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall

be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- G. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- H. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- I. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.2.3 (2018-03-13) Phase II: Technical Bid**

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

requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

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

#### **4.2.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- A. In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- B. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.3 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. There may be up to 2 separate contracts awarded, 1 contract per group. Should the same bidder submitted a responsive bid with the lowest evaluated price for both groups, a single contract will be awarded to cover both groups.

**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

See attached document entitled:

“Compliance Verification Matrix – Signal Illumination 19mm Red and Signal Illumination 19mm Green”.



## **Compliance Verification Matrix – Signal Illumination 19mm Red and Signal Illumination 19mm Green**

### **1. Bid Requirements**

#### **1.1 Bid Documentation**

1.1.1 Bidders are requested to complete the following Compliance Verification Matrix and include it in their bid.

1.1.2. Documentation to support the required justification may include any or all of the following:

1.1.2.1. A system brochure that details the components and operating characteristics of the system;

1.1.2.2. Drawing or schematic which clearly depicts the product's dimensions and scale; and

1.1.2.3. Any additional documentation that provides product information, such as data sheet or product specification sheet.

#### **1.2 Test Results**

1.2.1. Where Test Results are required as part of the required justification, they must:

1.2.1.1. Be for the model offered or be for a previous model which the model offered is based upon, and include a detailed explanation why the results are valid for the model offered;

1.2.1.2. Include a description of the test setup and test procedure; and

1.2.1.3. Be signed by the technical authority that completed the testing.

1.2.1.4. Note: Test results may include the test data and summary, or just the summary confirming the system passed the tests. Canada reserves the right to verify the summary by requesting and reviewing the test data.

1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
<b>Group A – Signal Illumination 19mm Red</b> (Hereinafter Referred to as 19mm Red)				
A1 <sup>PB</sup>	<b>Compatibility Requirements</b>	The 19mm Red must be qualified for use with the Projector, Pyrotechnic 19mm Heckler and Koch (H&K) GMBH, NSN: 1095-12-327-8890 & the Cartridge Magazine, NSN: 1095-12-169-4116.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	Sample Response: a) ____ Met. The proposed goods fully comply with this requirement; or ____ Not Met. b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The Documentation and/or Test Results for the proposed goods details the (insert specification from Column 3) and is included at Annex ____ of the Technical Bid.
A2 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Red must reach a minimum height of 30m when launched vertically.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A3 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Red must have a burn time of between 5 and 7 seconds.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A4 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Red must provide a minimum light intensity peak of 10,000 candelas.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A5 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Red must produce a Single Star Red.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or	

1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
			<p>other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A6 <sup>PB</sup>	<b>Environmental Requirements</b>	The 19mm Red must function after being immersed in 1m of water and must not show any evidence of water intrusion.	<p>This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A7 <sup>PB</sup>	<b>Packaging Requirements</b>	The 19mm Red must have an approved Hazard Class and Compatibility Group, valid at the time of bidding and from a National Competent Authority.	This must be demonstrated by providing a copy of the official authorization document issued from a National Competent Authority.	
A8 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Red must 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 manufactures	<p>This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A9 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Red must have less than 6 months of age from the date of manufacture at time of delivery.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	
A10 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Red must have an installed life - period of time that an item can remain in an operational configuration or in use - of at least 2 years.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	
A11 <sup>PB</sup>	<b>Environment Requirement</b>	The 19mm Red must be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	

1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
<b>Group B – Signal Illumination 19mm Green</b> (Hereinafter Referred to as 19mm Green)				
A12 <sup>PB</sup>	<b>Compatibility Requirements</b>	The 19mm Green must be qualified for use with the Projector, Pyrotechnic 19mm Heckler and Koch (H&K) GMBH, NSN: 1095-12-327-8890 & the Cartridge Magazine, NSN: 1095-12-169-4116.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	Sample Response: a) ____ Met. The proposed goods fully comply with this requirement; or ____ Not Met. b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The Documentation and/or Test Results for the proposed goods details the (insert specification from Column 3) and is included at Annex ____ of the Technical Bid.
A13 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Green must reach a minimum height of 30m when launched vertically.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A14 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Green must have a burn time of between 5 and 7 seconds.	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A15 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Green must provide a minimum light intensity peak of 3,000 candelas	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.  OR  This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A16 <sup>PB</sup>	<b>Performance Requirements</b>	The 19mm Green must produce a Single Star Green	This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or	

1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
			<p>other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A17 <sup>PB</sup>	<b>Environmental Requirements</b>	The 19mm Green must function after being immersed in 1m of water and must not show any evidence of water intrusion.	<p>This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A18 <sup>PB</sup>	<b>Packaging Requirements</b>	The 19mm Green must have an approved Hazard Class and Compatibility Group, valid at the time of bidding and from a National Competent Authority.	This must be demonstrated by providing a copy of the official authorization document issued from a National Competent Authority.	
A19 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Green must 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 manufactures	<p>This must be demonstrated by including technical data, including that specified in Section 1.1.2 of this attachment or other technical documentation that clearly shows that it meets this requirement.</p> <p>OR</p> <p>This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.</p>	
A20 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Green must have less than 6 months of age from the date of manufacture at time of delivery.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	
A21 <sup>PB</sup>	<b>Service Life Requirements</b>	The 19mm Green must have an installed life - period of time that an item can remain in an operational configuration or in use - of at least 2 years.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	
A22 <sup>PB</sup>	<b>Environment Requirement</b>	The 19mm Green must be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196.	This must be demonstrated by written confirmation from the Bidder, as detailed in Attachment 1 to Part 5 – Bidder Certificate.	

## ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

### 1. General

- A. Bidders can submit pricing on Group A and/or Group B as detailed in this Pricing Schedule.
- B. Bidders must submit a Firm Unit Price for each item in the group which they are bidding on.
- C. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- D. Firm Unit Price(s) include(s) all associated specifications, deliverables, and transportation costs as per Annex A, Requirement, delivered duty paid (DDP) specified delivery point, Incoterms 2010.
- E. All prices must be submitted in Canadian dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
- F. Requested delivery dates are indicated in the following Pricing Schedule. Bidders are requested to offer best delivery date. Delivery date will not form part of the evaluation process.

**2. Group A – Signal Illumination 19mm Red**

A. Group A – Firm Goods and/or Services

Item	Description	Destination	Requested Delivery Date	Quantity (A)	Proposed Delivery Date	Firm Unit Price (B)	Extended Price (C = A x B)
1	<b>Contract Year 1</b> Inert cut-away – Signal Illumination 19mm Red	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, SK S0K 1K0 Canada	Before 31 Sept 2023	2		\$	\$
2	<b>Contract Year 1</b> Signal Illumination 19mm Red		Before 31 Sept 2023	1,000		\$	\$
3	<b>Contract Year 2</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2025	1,000		\$	\$
4	<b>Contract Year 3</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2027	1,000		\$	\$
<b>Total (D = sum of C)</b>							\$

B. Group A – Optional Goods and/or Services

Item	Description	Destination	Requested Delivery Date	Quantity (E)	Proposed Delivery Date	Firm Unit Price (F)	Extended Price (G = E x F)
5	<b>Option Period 1</b> Signal Illumination 19mm Red	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, SK S0K 1K0 Canada	Between 1 Jan to 31 Mar 2024	1,000		\$	\$
6	<b>Option Period 2</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2026	1,000		\$	\$
7	<b>Option Period 3</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2028	1,000		\$	\$
<b>Total (H = sum of G)</b>							\$

C. Group A – Total Price

<b>Total Evaluated Bid Price (I = D + H)</b>	\$
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**3. Group B – Signal Illumination 19mm Green**

A. Group B – Firm Goods and/or Services

Item	Description	Destination	Requested Delivery Date	Quantity (J)	Proposed Delivery Date	Firm Unit Price (K)	Extended Price (L = J x K)
1	<b>Contract Year 1</b> Inert cut-away – Signal Illumination 19mm Green	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, SK S0K 1K0 Canada	Before 31 Sept 2023	2		\$	\$
2	<b>Contract Year 1</b> Signal Illumination 19mm Green		Before 31 Sept 2023	1,000		\$	\$
3	<b>Contract Year 2</b> Signal Illumination 19mm Green		Between 1 Jan to 31 Mar 2025	1,000		\$	\$
4	<b>Contract Year 3</b> Signal Illumination 19mm Green		Between 1 Jan to 31 Mar 2027	1,000		\$	\$
<b>Total (M = sum of L)</b>							\$

B. Group B – Optional Goods and/or Services

Item	Description	Destination	Requested Delivery Date	Quantity (N)	Proposed Delivery Date	Firm Unit Price (O)	Extended Price (P = N x O)
5	<b>Option Period 1</b> Signal Illumination 19mm Green	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, SK S0K 1K0 Canada	Between 1 Jan to 31 Mar 2024	1,000		\$	\$
6	<b>Option Period 2</b> Signal Illumination 19mm Green		Between 1 Jan to 31 Mar 2026	1,000		\$	\$
7	<b>Option Period 3</b> Signal Illumination 19mm Green		Between 1 Jan to 31 Mar 2028	1,000		\$	\$
<b>Total (Q = sum of P)</b>							\$

C. Group B – Total Price

<b>Total Evaluated Bid Price (R = M + Q)</b>	\$
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## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

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

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

- A. 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.

#### **5.2.2 Bidder Certifications**

- A. Bidders must submit with their bid, the certifications detailed in the attachment to Part 5 entitled Bidder Certifications.

#### **5.2.3 Canadian Content Certification**

- A. This procurement is conditionally limited to Canadian goods.
- B. Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active>), may be considered.
- C. Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.
- D. The Bidder certifies that:
  - ( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active>).

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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.

### 5.3.1 Integrity Provisions - Required Documentation

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement 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.

### 5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).
- B. 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.

### 5.3.3 Canadian Content Definition

- A. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\) \(https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng\)](https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/cusma-aceum/text-texte/toc-tdm.aspx?lang=eng) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/130\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/130) and [Annex 3.6 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6) of the Supply Manual for further information.)
- B. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
- C. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
- (i) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or
  - (ii) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- D. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
- E. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6), Example 2, of the Supply Manual.
- F. Other Canadian goods and services: Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

**ATTACHMENT 1 TO PART 5 – BIDDER CERTIFICATIONS**

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

- A. The Bidder hereby certifies that all the proposed goods will not exceed 6 months of age from the date of manufacture at the time of delivery.
- B. The Bidder hereby certifies that all the proposed goods will have an installed life – period of time that an item can remain in an operational configuration or in use – of at least 2 years.

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

- A. The Bidder hereby certifies that all the proposed goods are asbestos-free.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date

## **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**

- A. There is no security requirement applicable to the Contract.

### **6.2 Requirement**

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

#### **6.2.1 Optional Goods and/or Services**

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Requirement and Annex B, Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the 1st of October of the calendar year preceding delivery by sending a written notice to the Contractor.
- C. Failure to exercise a given option does not affect Canada's right to exercise any subsequent option(s).

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

- A. [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "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 Period of the Contract**

- A. The period of the Contract is from date of Contract to March 31, 2028 inclusive.

#### **6.4.2 Delivery Dates**

- A. All the deliverables must be received on or before the date(s) specified in Annex B of the Contract.

### 6.4.3 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Contracting Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Kaman Law  
Title: Senior Materiel Acquisition and Support Officer  
Position: Directorate of Land Procurement 9-1-6  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: 343-553-4368  
E-mail: Kaman.Law@forces.gc.ca

- B. 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

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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

- A. 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:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. Director Quality Assurance (DQA) is the Quality Assurance Authority of the Department of National Defence. DQA is responsible to monitor the Contractor Quality Management System to provide assurance that the Contractor has the ability to fulfill the quality requirements in the Contract.

#### 6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment

###### 6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

##### 6.6.2 Limitation of Price

- A. 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.

##### 6.6.3 Method of Payment

###### 6.6.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work delivered has been accepted by Canada.

##### 6.6.4 Electronic Payment of Invoices

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

**[List to be updated in the resulting contract]**

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

**6.7 Invoicing**

**6.7.1 Invoicing Instructions**

- A. 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.
- B. Each invoice must contain or be supported by:
  - (i) A copy of the release document and any other documents as specified in the Contract.
- C. Invoices must be distributed as follows:
  - (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:  
  
Email: **[email to be detailed in the resulting contract]**
  - (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

**One of the following options will be inserted in the resulting contract if section 14 of 2003 (2022-03-29), Standard Instructions - Goods or Services - Competitive Requirements certification, becomes applicable and a price certification is provided by the bidder as price justification:**

**Option 1: When the contract is for commercial goods and/or services; or**

**6.7.2 Discretionary Audit – Commercial Goods and/or Services**

- A. The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.
- B. If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.
- C. If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

**Option 2: When the contract is for non-commercial goods and/or services.**

**6.7.2 Discretionary Audit – Non-Commercial Goods and/or Services**

- A. The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- B. If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

**6.8 Certifications and Additional Information**

**6.8.1 Compliance**

- A. 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.

**6.8.2 Canadian Content Certification (if applicable)**

- A. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in SACC Manual clause [A3050T \(http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active\)](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active).
- B. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of 6 years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- C. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

**6.9 Applicable Laws**

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **for as specified by the bidder in its bid, if applicable**.

**6.10 Priority of Documents**

- A. 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:
  - (i) The Articles of Agreement;
  - (ii) The General Conditions [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity);



- (iii) Annex A, Requirement;
- (iv) Annex B, Basis of Payment;
- (v) Annex C, Ammunition Lotting Instructions;
- (vi) Annex D, Ammunition Package Markings Instructions – Small Arms Ammunition;
- (vii) Annex E, Ammunition Manufacturer's Data Card Instructions; and
- (viii) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required].

#### **6.11 Defence Contract**

- A. The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>).

#### **6.12 Insurance - No Specific Requirement**

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

#### **6.13 Controlled Goods Program**

- A. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act (<https://laws-lois.justice.gc.ca/eng/acts/d-1/>) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at the Controlled Goods Program (<https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html>) website.
- B. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.
- C. Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- D. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

#### **6.14 Controlled Goods**

- A. The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act \(https://laws-lois.justice.gc.ca/eng/acts/d-1/\)](https://laws-lois.justice.gc.ca/eng/acts/d-1/). The Contractor must identify those controlled goods to the Department of National Defence.

#### **6.15 Inspection and Acceptance**

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement 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.

#### **6.16 ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q) SACC D5540C (2021-05-20)**

- A. In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2015 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.
- B. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause A.5 and 4.3 of ISO 9001 are acceptable.

#### **6.16.1 Assistance for Government Quality Assurance (GQA)**

- A. The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.
- B. The QAR must have the right of access to any site of the Contractor's, sub-contractors or any sub-tier external providers of goods and/or services where any part of the Work is being carried out. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product or service conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.
- C. When the QAR determines that GQA is required at a subcontractors or external provider's facilities, the Contractor must provide for this in the purchasing document or other documented means and forward copies to the QAR, together with relevant technical data as the QAR may request.
- D. The Contractor must notify the QAR of non-conforming product or service received from a subcontractor or external provider when the product or service has been subject to GQA.
- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2015 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2018 "Software engineering - Guidelines for the application of ISO 9001:2015 to computer software".

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier, or

**6.17 Quality assurance authority (Department of National Defence): Canadian-based contractor SACC D5510C (2022-05-12)**

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR):

Director of Quality Assurance (DQA)  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

- B. Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7150  
Atlantic - Enfield 902-427-7224 / [rdimshfxndqarenfield@forces.gc.ca](mailto:rdimshfxndqarenfield@forces.gc.ca)  
Atlantic - East Marine 902-427-2354  
Quebec - Lévis 819-939-8615 / [RAQDNQcLevisHCWPC@forces.gc.ca](mailto:RAQDNQcLevisHCWPC@forces.gc.ca)  
Quebec - Montreal 514-732-4401 or 514-732-4477  
Quebec - Quebec City 418-844-5000, ext. 1518 / [RAQDNQcQuebec@forces.gc.ca](mailto:RAQDNQcQuebec@forces.gc.ca)  
National Capital Region - Ottawa 343-549-3073 or 819-939-8608 / [ncr.dqa-rcn.daq@forces.gc.ca](mailto:ncr.dqa-rcn.daq@forces.gc.ca)  
Ontario - Toronto 416-633-6200 ext. 5080  
Ontario - London 226-678-0704 / [+NDQAR@forces.gc.ca](mailto:+NDQAR@forces.gc.ca)  
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574  
Alberta - 403-410-2320, ext. 3830 / [Diane.Tupper@forces.gc.ca](mailto:Diane.Tupper@forces.gc.ca)  
British Columbia - Vancouver 604-225-2520, ext. 2461 / [CRNDQA.VAN@forces.gc.ca](mailto:CRNDQA.VAN@forces.gc.ca)  
British Columbia - Victoria 250-363-1900 ext. 60236 / [tapati.datta2@forces.gc.ca](mailto:tapati.datta2@forces.gc.ca)  
British Columbia - Esquimalt 250-363-1900 ext. 60241 / [tapati.datta2@forces.gc.ca](mailto:tapati.datta2@forces.gc.ca)

- C. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- D. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- E. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

Option 2: When the contract is to be with a foreign-based supplier,

**6.17 Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor SACC D5515C (2010-01-11)**

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters

Major-General George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

- B. If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.
- C. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.
- D. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.
- E. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- F. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

#### **6.18 Quality Assurance Document SACC D5505C (2007-11-30)**

- A. The Contractor must ensure that a packing note and copies of the quality assurance document accompany each shipment. They must be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures. In the case of a carload shipment, they must be fastened to the inside door frame of the railway car.

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier; or

#### **6.19 Release documents (Department of National Defence): Canadian-based contractor SACC D5606C (2017-11-28)**

- A. Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.
- B. Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).
- C. For return of repair and overhaul material to the Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

Option 2: When the contract is to be with a United States-based supplier; or

#### **6.19 Release Documents (Department of National Defence): United States-based Contractor SACC D5605C (2021-05-20)**

- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

Option 3: When the contract is to be with a foreign-based supplier.

**6.19 Release Documents (Department of National Defence): Foreign-based Contractor SACC D5604C (2008-12-12)**

- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

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

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

- (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
- (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
- (iii) 1 copy to the Contracting Authority;
- (iv) 1 copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2

Attention: **[Contact information to be detailed in the resulting contract]**

- (v) 1 copy to the Quality Assurance Representative;
- (vi) 1 copy to the Contractor; and
- (vii) For all non-Canadian contractors, 1 copy to:

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

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

**6.21 Wood packaging materials**

- A. 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 \(ISPM 15\)](https://www.ippc.int/en/core-activities/standards-setting/ispms/) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
  - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).
- C. Ammunition packaging markings must be marked in accordance with Annex D of the Contract.

## 6.22 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
- (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/T-19.01/), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
  - (ii) immediate product container - in accordance with the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
- (i) 2 hard copies:
    - (a) 1 copy to be enclosed with the shipment, and
    - (b) 1 copy to be mailed to:  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - (ii) 1 copy sent in any electronic format to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA).
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

## 6.23 Transportation of Dangerous Goods/Hazardous Products

- A. The Contractor must obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

## 6.24 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

- A. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
- B. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- C. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
- D. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### **6.25 Preparation for Delivery - Ammunition and Missiles**

- A. The Contractor must prepare for delivery any item in NATO classes 1300 and 1400 (Ammunition and Missiles) in accordance with the current issue of the Canadian Forces packaging specification D-09-002-004/SG-000.

#### **6.26 Shipment of Dangerous Goods/Hazardous Products**

- A. The Contractor must label and ship dangerous goods/hazardous products falling within the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/t-19.01/) (<http://laws-lois.justice.gc.ca/eng/acts/t-19.01/>), 1992, c.34 and the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/) (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>), R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

#### **6.27 Incomplete Assemblies**

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained from the Contracting Authority.

#### **6.28 Work Site Access**

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

#### **6.29 Dispute Resolution Services**

- A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **6.30 Ammunition Data Cards**

- A. The Contractor must:
- (i) prepare the ammunition data cards in accordance with Annex E of the Contract;
  - (ii) forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and
  - (iii) annotate the propellant stabilizer content data on the ammunition data cards under Notes – Block 17.

#### **6.31 Lot Acceptance Test**

- A. The Contractor must forward a copy of the lot acceptance test results to the Technical Authority.

#### **6.32 Lotting Instructions**

- A. Lotting method must be in accordance with Annex C of the Contract.



### 6.33 Excess Goods

- A. The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

### 6.34 Palletization

- A. For all shipments exceeding 0.566 m<sup>3</sup> or 15.88 kg (20 ft<sup>3</sup> or 35 lbs), except for those shipped by courier, the following applies:
- (i) The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
  - (ii) The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
  - (iii) Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
- B. Any exception requires the prior approval of the Contracting Authority.

### 6.35 Registration - US Code of Federal Regulations

- A. 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).
- B. 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.
- C. Requests for EX numbers are to be forwarded to:
- Eleanor Lawson  
U.S. Department of Transportation  
HMS/OHMEA/Approvals  
1200 New Jersey Avenue, SE  
East Building, 2nd Floor, Rm. E23-443  
Washington, DC 20590  
Tel: 202-366-3987  
Fax: 202-366-3753  
E-Mail: [approvals@dot.gov](mailto:approvals@dot.gov)
- D. 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.

- E. 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.
- F. The EX number or Manufacture's Classification file number will be annotated on the Ammunition Data Card under Notes, Block 17.

### **6.36 Approval Documents and Export Licenses**

- A. Within 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 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 2 weeks of the Contracting Authority's request.

**ANNEX A – REQUIREMENT**

See attached document entitled:

“Statement of Work for Procurement of the Signal Illumination 19mm Red and Signal Illumination 19mm Green”



**NOTICE**

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

**AVIS**

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

**STATEMENT OF WORK  
FOR  
PROCUREMENT OF THE**

**SIGNAL ILLUMINATION 19MM RED  
&  
SIGNAL ILLUMINATION 19MM GREEN**

**SOLICITATION NO.: W8486-217777/A**

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## **1. SCOPE**

### **1.1 Purpose**

A. The purpose of this Statement of Work (SOW) is to describe the Department of National Defence (DND) requirements for the acquisition, and its support of the following group items:

- (i) Group A – Signal Illumination 19mm Red, hereinafter referred to as 19mm Red; and
- (ii) Group B – Signal Illumination 19mm Green, hereinafter referred to as 19mm Green.

### **1.2 Background**

A. The 19mm Red and the 19mm Green are used by the Canadian Forces (CF) during both day and night for tactical identification such as marking position and signaling.

B. Current In-Service Item: Signal Illumination 19mm Red  
NATO Stock Number: 1370-12-328-1188

C. Current In-Service Item: Signal Illumination 19mm Green  
NATO Stock Number: 1370-12-328-1187

### **1.3 List of Acronyms and Abbreviations**

A. 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
EX Number	Export Number
H&K	Heckler and Koch GMBH
NATO	North Atlantic Treaty Organization
NCAGE	NATO Commercial and Government Entity Code
NRCan	Natural Resources Canada
NSN	NATO Stock Number
SOW	Statement of Work
S3	Safety and Suitability for Service
STANAG	NATO Standardization Agreement
TA	Technical Authority
TDP	Technical Data Package

## **2. APPLICABLE DOCUMENTS**

### **2.1 General**

- A. 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**

- A. DND Specifications, Standards, and Publications:
- (i) D-74-300-A00/SF-002, Specification for Ammunition General, 01 August 2005
  - (ii) D-09-002-004/SG-000, Standard: Identification of Ammunition and Ammunition Packaging, 01 January 2011
  - (iii) D-09-002-010/SG-000, Assessment of the Safety and Suitability for Service of Ammunition and Explosives, 01 March 2007
  - (iv) C-74-300-D01/TA-000, Ammunition - Logistical Data, 19 October 2015
  - (v) D-09-002-002/SG-000, Ammunition Lotting Procedure, 20 April 2004
- B. Other Standards and Publications:
- (i) STANAG AECTP 300, Climatic Environmental Tests
  - (ii) STANAG AECTP 400, Mechanical Environmental Tests
  - (iii) SOR/2018-196, Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR)

### **2.3 Order of Precedence**

- A. 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

- A. The Contractor must supply a 19mm Red and a 19mm Green and associated documentation meeting all requirements identified within this SOW.

#### 3.2 Product Requirements

- A. The proposed 19mm Red must meet requirements identified within this section.

- (i) Qualification Requirements. The 19mm Red must:
  - (a) be qualified for used with the Projector, Pyrotechnic, 19mm Heckler and Koch (H&K) GMBH, NSN: 1095-12-327-8890 & the Cartridge Magazine, NSN: 1095-12-169-4116.
- (ii) Performance Requirements. The 19mm Red must:
  - (a) reach a minimum height of 30 meters when launched vertically;
  - (b) have a burn time of between 5 and 7 seconds;
  - (c) provide a minimum light intensity peak of 10,000 candelas; and
  - (d) produce a Single Star Red.
- (iii) Environmental Requirements. The 19mm Red must:
  - (a) function after being immersed in 1m of water and must not show any evidence of water intrusion; and
  - (b) be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196
- (iv) Packaging Requirements. The 19mm Red must:
  - (a) have an approved Hazard Class and Compatibility Group, valid at the time of bidding and from a National Competent Authority, which is defined as 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.
- (v) Service Life Requirements. The 19mm Red must:
  - (a) 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 manufactures;
  - (b) have less than 6 months of age from the date of manufacture at time of delivery; and
  - (c) have an installed life - period of time that an item can remain in an operational configuration or in use - of at least 2 years.

- B. The proposed 19mm Green must meet requirements identified within this section.

- (i) Qualification Requirements. The 19mm Green must:
  - (a) be qualified for used with the Projector, Pyrotechnic, 19mm Heckler and Koch (H&K) GMBH, NSN: 1095-12-327-8890 & the Cartridge Magazine, NSN: 1095-12-169-4116.
- (ii) Performance Requirements. The 19mm Green must:
  - (a) reach a minimum height of 30 meters when launched vertically;
  - (b) have a burn time of between 5 and 7 seconds;
  - (c) provide a minimum light intensity peak of 3,000 candelas; and
  - (d) produce a Single Star Green.

- (iii) Environmental Requirements. The 19mm Green must:
  - (a) function after being immersed in 1m of water and must not show any evidence of water intrusion; and
  - (b) be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196
- (iv) Packaging Requirements. The 19mm Green must:
  - (a) have an approved Hazard Class and Compatibility Group, valid at the time of bidding and from a National Competent Authority, which is defined as 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.
- (v) Service Life Requirements. The 19mm Green must:
  - (a) 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 manufactures;
  - (b) have less than 6 months of age from the date of manufacture at time of delivery; and
  - (c) have an installed life - period of time that an item can remain in an operational configuration or in use - of at least 2 years.

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

- A. The Contractor must provide all available qualification test results and reports relating to the essential qualification, performance, environmental, packaging, service life and other requirements as applicable detailed in Section 3.2.
- B. S3 Assessment. DAEME will conduct a S3 assessment based on the data, information, test results, and reports to be provided by the Contractor as detailed in Section 3.3 A. To further support the S3 assessment, the Contractor must provide the following information for the 19mm Red and 19mm Green:
  - (i) storage and operational temperature limits;
  - (ii) initial service life limits (shelf life and installed life);
  - (iii) unpackaged drop height after which the item is able to function at and does not show any evidence of damage, if available;
  - (iv) vibrations the item can withstand from the following modes of transportation without showing any evidence of damage (if available): shipboard, jet aircraft cargo, helicopter cargo, ship and tactical wheeled vehicle – all terrain;
  - (v) range safety template or firing template, if available;
  - (vi) name and mass of energetic materials;
  - (vii) mitigating measures for ensuring the item's safety and suitability for service throughout its life cycle, if applicable; and
  - (viii) instructions on methods of disposal and render safe procedures.

### **3.4 Technical Documentation Requirements**

- A. The Contractor must provide a limited Technical Data Package (TDP) that contains the following technical documentation for the 19mm Red and 19mm Green:
  - (i) NCAGE;
  - (ii) Name and address of the true manufacturer, or Design Control Authority;
  - (iii) Manufacturer's unique bar code number if available;
  - (iv) Manufacturer's unique part number and level 2 drawings for cataloging purposes;



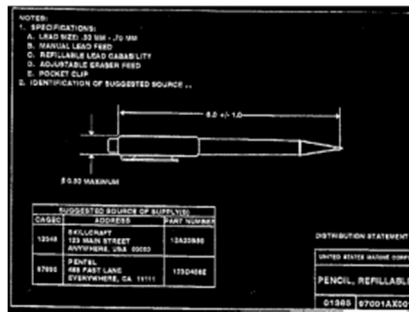


Fig 1. Example of a Level 2 drawing

- (v) NATO Stock Number (NSN);
- (vi) Safety Data Sheet, including detailed chemical composition with amounts;
- (vii) A copy of the Natural Resources Canada (NRCAN) Notice of Authorization for the 19mm Red and 19mm Green that has been approved by the Chief Inspector of Explosives from the NRCAN Explosives Safety and Security Branch (ESSB);
- (viii) United States Department of Transport Explosive Registration Number (EX number) in accordance with the Contract;
- (viii) Confirmation of approved packaging in accordance with Transport Canada (Transportation of Dangerous Goods Regulations) and/or UN Model Regulations (UN Recommendations on the Transport of Dangerous Goods – Model Regulations Rev 20); and
- (x) Technical documentation required to create a Canadian Forces Technical Order, including:
  - (a) general description of item and components;
  - (b) technical specifications and product data sheet;
  - (c) description of how the item functions/works; and
  - (d) 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
  - (e) diagrams or engineer drawing of Sectional View, Markings, and Packaging.

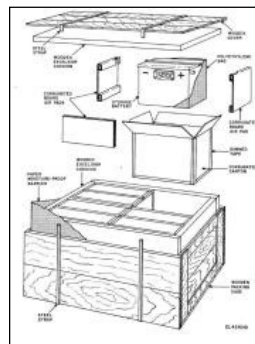


Fig 2. Example of a diagram of packaging

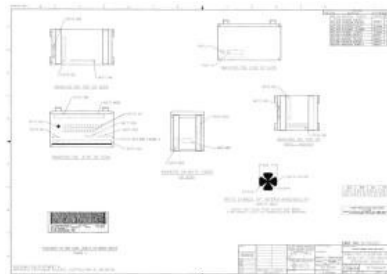


Fig 3. Example of an engineering drawing of packaging

B. NRCan – Authorization for Explosives:

- (i) 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 Notice of Authorization can be found at: <https://www.nrcan.gc.ca/science-data/research-centres-labs/canadian-explosives-research-laboratory/9855>
- (ii) The Contractor must ensure that the NRCan Notice of Authorization for the 19mm Red and 19mm Green remain valid for the manufacture (if applicable), import (if applicable), transport, delivery, and use of the goods under the Contract.
- (iii) The NRCan Notice of Authorization number must be annotated on the Ammunition Data Card under Notes/Remarks, Block 17.
- (iv) The Contractor must provide to the DND TA a copy of the NRCan Notice of Authorization for the Contract item(s) to have on file.

**3.5 Ammunition Data Cards**

- A. The Contractor must prepare the ammunition data cards in accordance with the Contract for the 19mm Red and 19mm Green (Annex E).

**3.6 Lotting Instructions**

- A. The Contractor must prepare the ammunition lot numbers in accordance with the Contract for the 19mm Red and 19mm Green (Annex C).

**3.7 Packaging Marking Instructions**

- A. The Contractor must prepare the ammunition packaging markings in accordance with the Contract for the 19mm Red and 19mm Green (Annex D).

**3.8 Training Requirements**

- A. The Contractor must provide two inert cut-away versions of the 19mm Red and 19mm Green for training purposes. The inert cut-away version of the 19mm Red and 19mm Green to be supplied by the Contractor must:
- (i) Be a cut-away, non-functional display only version of the operational 19mm Red and 19mm Green that is being supplied by the Contractor under Section 3.2 above;
  - (ii) Replicate the dimensions, weight, composition, inner layout, and construction of the operational 19mm Red and 19mm Green;
  - (iii) Not contain any energetic materials;
  - (iv) Be suitable for instructional purposes within a classroom environment; and
  - (v) Be suitable for display and suitable for being handled by students.
- B. The intended use of the inert cut-away version of the 19mm Red and 19mm Green is for it to serve as a training aid, in helping instructors explain to students how the operational 19mm Red and 19mm Green 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 19mm Red and 19mm Green to produce any form of light.

**4. DELIVERABLES**

**4.1 General**

A. Group A – Signal Illumination 19mm Red

Item	Item Description	Quantity	Delivery Date	Delivery Location	Controlled Goods	Security Requirement	Quality Assurance
1 Firm 1	Inert cut-away 19mm Red	2	Before 31 Sept 2023	CFAD Dundurn	Yes	No	Q
2 Firm 1	19mm Red	1,000	Before 31 Sept 2023				
3 Option 1		1,000	Between 1 Jan to 31 Mar 2024				
4 Firm 2		1,000	Between 1 Jan to 31 Mar 2025				
5 Option 2		1,000	Between 1 Jan to 31 Mar 2026				
6 Firm 3		1,000	Between 1 Jan to 31 Mar 2027				
7 Option 3		1,000	Between 1 Jan to 31 Mar 2028				

B. Group B – Signal Illumination 19mm Green

Item	Item Description	Quantity	Delivery Date	Delivery Location	Controlled Goods	Security Requirement	Quality Assurance
1 Firm 1	Inert cut -away 19mm Green	2	Before 31 Sept 2023	CFAD Dundurn	Yes	No	Q
2 Firm 1	19mm Green	1,000	Before 31 Sept 2023				
3 Option 1		1,000	Between 1 Jan to 31 Mar 2024				
4 Firm 2		1,000	Between 1 Jan to 31 Mar 2025				
5 Option 2		1,000	Between 1 Jan to 31 Mar 2026				
6 Firm 3		1,000	Between 1 Jan to 31 Mar 2027				
7 Option 3		1,000	Between 1 Jan to 31 Mar 2028				

**4.2 S3 Data**

A. This section applies to both 19mm Red and 19mm Green. The Contractor must deliver the S3 documentation in accordance with Section 3.3 within ninety (90) days after contract award or ninety (90) days before the first delivery of the goods as identified in Section 4.1, whichever occurs first. All of the S3 documentation listed in Section 3.3 must come in one complete package. The Contractor must deliver one digital copy of the S3 documentation in Word or PDF format to the Technical Authority (TA) at the address identified in the Contract.

### **4.3 Technical Data**

- A. This section applies to both 19mm Red and 19mm Green. The Contractor must deliver a limited TDP in accordance with Section 3.4 a hundred and twenty (120) days before the first delivery of the goods as identified in Section 4.1. All of the technical documentation listed in Section 3.4 must come in one complete package. The Contractor must deliver one digital copy of the TDP in Word or PDF format to the TA at the address identified in the Contract.

**ANNEX B – BASIS OF PAYMENT**

**1. General**

- A. The Contractor will be paid firm prices, in Canadian dollars, delivered duty paid (DDP) specified delivery point, incoterms 2010, Canadian customs duties and excise taxes included, applicable taxes excluded.
- B. All associated specifications, deliverables, and transportation costs as described in Annex A, Requirement, are included in the firm unit price.

**2. Group A – Signal Illumination 19mm Red**

A. Group A – Firm Goods and/or Services

Item	Description	Destination	Delivery Date	Quantity	Firm Unit Price	Extended Price	Total Price (Applicable Taxes Incl.)
1	<b>Contract Year 1</b> Inert cut-away – Signal Illumination 19mm Red	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, Saskatchewan S0K 1K0 Canada  Attention: [Contact information to be detailed in the resulting contract]	[date to be specified in the resulting contract]	2	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]
2	<b>Contract Year 1</b> Signal Illumination 19mm Red		[date to be specified in the resulting contract]	1,000	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]
3	<b>Contract Year 2</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2025	1,000	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]
4	<b>Contract Year 3</b> Signal Illumination 19mm Red		Between 1 Jan to 31 Mar 2027	1,000	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]

B. Group A – Optional Goods and/or Services

Item	Description	Destination	Delivery Date	Quantity	Firm Unit Price	Extended Price	Total Price (Applicable Taxes Incl.)
5	<b>Option Period 1</b> Signal Illumination 19mm Red	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, Saskatchewan	[date to be specified in the resulting contract]	1,000	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]	[\$Cost to be detailed in the resulting contract]

6	<b>Option Period 2</b> Signal Illumination 19mm Red	S0K 1K0 Canada	[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)
7	<b>Option Period 3</b> Signal Illumination 19mm Red	Attention: [Contact information to be detailed in the resulting contract]	[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)

**3. Group B – Signal Illumination 19mm Green**

A. Group B – Firm Goods and/or Services

Item	Description	Destination	Delivery Date	Quantity	Firm Unit Price	Extended Price	Total Price (Applicable Taxes Incl.)	
1	<b>Contract Year 1</b> Inert cut-away – Signal Illumination 19mm Green	CFAD Dundurn W1955 Little Crow Avenue, Building 268 Dundurn, Saskatchewan S0K 1K0 Canada	[date to be specified in the resulting contract]	2	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	
2	<b>Contract Year 1</b> Signal Illumination 19mm Green		[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	
3	<b>Contract Year 2</b> Signal Illumination 19mm Green		Attention: [Contact information to be detailed in the resulting contract]	Between 1 Jan to 31 Mar 2025	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)
4	<b>Contract Year 3</b> Signal Illumination 19mm Green			Between 1 Jan to 31 Mar 2027	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)

B. Group B – Optional Goods and/or Services

Item	Description	Destination	Delivery Date	Quantity	Firm Unit Price	Extended Price	Total Price (Applicable Taxes Incl.)
5	<b>Option Period 1</b> Signal Illumination 19mm Green	CFAD Dundurn W1955 Little Crow Avenue, Building 268	[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)
6	<b>Option Period 2</b> Signal Illumination 19mm Green	Dundurn, Saskatchewan S0K 1K0 Canada	[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)
7	<b>Option Period 3</b> Signal Illumination 19mm Green	Attention: [Contact information to be detailed in the resulting contract]	[date to be specified in the resulting contract]	1,000	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)	\$(Cost to be detailed in the resulting contract)

## ANNEX C – AMMUNITION 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.

### 5. LOT INTERFIX NUMBER

Each ammunition lot number shall have assigned a two-digit interfix number that shall commence with "01" and which shall not exceed "99". The interfix number is an integral part of the ammunition lot number and is intended to identify those lots in an interfix series which have been produced by the same manufacturer at the same location for the same item, made according to a specific design and manufacturing process using like materials in accordance with certain administrative procedures. The interfix number will usually start with "01" and it shall appear immediately after the month of production code with no space. Once a manufacturer has produced a lot of an ammunition item and the interfix for that item has progressed beyond "01", his interfix number shall never revert to "01". A change in the month of production does not necessitate the lot interfix number or the lot sequence number to revert to 01.



## **6. LOT SEQUENCE NUMBER**

The two-digit lot sequence number identifies a lot according to its sequence of production within each lot interfix number. A sequence number shall be assigned to each lot produced. The lot sequence numbers within each interfix shall always begin with "01" and continue in sequence until production of the item is terminated or until a change is made in the item or its production which requires a sequence number beyond "99", or until a change in contract is made.

## **7. MANUFACTURER'S RESPONSIBILITY**

Each lot of ammunition (components, ammunition items of issue, or explosives) shall have a lot number assigned at the time of manufacture or assembly, regardless of the ultimate disposition of the lot. It shall be the responsibility of the manufacturer to ensure that each lot of ammunition is assigned a lot number. Furthermore, the manufacturer shall ensure that all elements which comprise the lot number (manufacturer's symbol, interfix number, etc.) are correctly assigned.

## **8. MARKING OF AMMUNITION AND COMPONENTS**

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

Each ammunition item and each component shall be identified by an ammunition lot number that shall appear on the item itself. The location and method of marking of the lot number is at the discretion of the manufacturer. The word "LOT" shall not appear on the ammunition.

**ANNEX D – AMMUNITION PACKAGE MARKING INSTRUCTIONS – SMALL ARMS AMMUNITION**

Item	Description
1	Proper shipping name and UN number
2	Explosive hazard label (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 (tp14850)

**SAMPLE OF PRIMARY MARKING PLACEMENT**

LEFT SIDE OF BOX	FRONT OF BOX
	(ITEM 1)
	XXXX XX XXX XXXX (ITEM 3)
	XXX XXXXXXXXXXXXXXXX (ITEMS 4 AND 5)
	(ITEM 2)
	NET QTY : 0.00 KG (ITEM 6)
	GR WT : 0.0 KG (ITEM 7)
	NEQ : 0.00 KG (ITEM 8)
	CU : 0.000 M <sup>3</sup> (ITEM 9)
	<u>XXXXXXXXXXXX</u>
	(ITEM 10)
<u>XXXXXXXXXXXX</u> (ITEM 10)	XXXXXXXXXXXX (ITEM 11)

**SAMPLE OF ALTERNATIVE MARKING PLACEMENT**

LEFT SIDE OF BOX	FRONT OF BOX
	(ITEM 1)
	XXXX XX XXX XXXX (ITEM 3)
	XXX XXXXXXXXXXXXXXXX (ITEMS 4 AND 5)
	(ITEM 2)
	NET QTY : 0.00 KG (ITEM 6)
	GR WT : 0.0 KG (ITEM 7)
	NEQ : 0.00 KG (ITEM 8)
	CU : 0.000 M <sup>3</sup> (ITEM 9)
	<u>XXXXXXXXXXXX</u>
	(ITEM 10)
<u>XXXXXXXXXXXX</u> (ITEM 10)	XXXXXXXXXXXX (ITEM 11)

**Notes:**

1. Characters are to be vertical commercial full gothic type and must be full-toned with sharp clear outline.
2. Character size to suit commercial equipment practice and the space available. The position of the markings are to be as shown in the sample above.
3. Locate markings with sufficient clear space at sealing strap locations so that markings are not obscured. Alternative marking placement to be utilized where packaging design does not permit use of the primary marking scheme
4. Labels to be in accordance with the U.N. recommendations on the transport of dangerous goods, model regulations

## ANNEX E – 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.
  - (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) Other notes regarding palletization of the lot (or part lot) being shipped may be added if appropriate.
  - (5) The Natural Resources Canada (NRCAN) Authorization and Classification Certificate number will be identified.
- 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