



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Email: john.caldwell@forces.gc.ca
Courriel : john.caldwell@forces.gc.ca

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title/Titre Signal Illumination A/C 38 mm Green and Signal Illumination A/C 38 mm Yellow	Solicitation No – N° de l’invitation W8486-217518/A
Date of Solicitation – Date de l’invitation 30 March 2023	
Address Enquiries to – Adresser toutes questions à John Caldwell (by Email to john.caldwell@forces.gc.ca)	
Telephone No. – N° de téléphone By Email	FAX No – N° de fax By Email
Destination See Annex B to Part 6 – Basis of Payment Voir les détails en annexe B de la partie 6 – Base de paiement	
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.	

Solicitation Closes L’invitation prend fin At – à : 14h00 On – Le : 02 May 2023 Time Zone: Eastern Daylight Time (EDT) Fuseau horaire : Heure avancée de l’Est (HAE)

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

Request for Proposal – Department of National Defence (DND) Requirement – Signal Illumination A/C 38 mm Green and Signal Illumination A/C 38 mm Yellow

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- Annex C – Ammunition Lotting Instructions
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- Annex E – Ammunition Manufacturer's Data Card Instructions

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with the requirement.

1.2 Statement of Work

The bid solicitation is for the procurement of the following group items:

- I. Group A – Signal Illumination A/C 38mm Green
- II. Group B – Signal Illumination A/C 38mm Yellow

The requirement is detailed in Annex A – Statement of Work.

1.3 Debriefings

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

1.4 Trade Agreements

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

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2022-03-29) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02 – Procurement Business Number, is deleted in its entirety.
- b) Section 05 – Submission of Bids, subsection 2.d, is deleted in its entirety and replaced with the following:
“d. Send its bid only to the address specified in the bid solicitation.”
- c) Section 05 – Submission of Bids, subsection 4, is amended as follows:
Delete: “60 days”
Insert: “120 days”
- d) Section 06 – Late Bids, is deleted in its entirety;
- e) Section 07 – Delayed Bids, is deleted in its entirety and replaced with the following:
“It is the Bidder’s responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted. “
- f) Section 08 – Transmission by facsimile or by Canada Post Corporation’s (CPC) Connect service, is deleted in its entirety.
- g) Section 20 – Further Information, subsection 2, is deleted in its entirety and replaced with the following:
“Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the Bid Solicitation.”

2.2 SACC Manual Clauses

SACC Manual clause [A9130T](#) (2019-11-28), Controlled Goods Program – Bid

SACC Manual clause [B1000T](#) (2014-06-26), Conditional of Material - Bid

2.3 Electronic Submission of Bids

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

2.4 Enquiries - Bid Solicitation

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.

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.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid: 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;
- Section IV: Additional Information: 1 soft copy in PDF format.

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

Bidders may use Attachment 2 to Part 4 to indicate their prices. If Bidders choose to use Attachment 2 to Part 4 to indicate their prices, Bidders must include Attachment 2 to Part 4 in their financial bid.

Bidders must bid on both Group A – (Signal Illumination A/C 38 mm Green) and Group B – (Signal Illumination A/C 38 mm Yellow) signals, covering all annual requirements and annual options, as detailed in Annex “A” – Statement of Work, Sections 4.1.1 and 4.1.2.

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Requirements of the technical bid, including mandatory technical evaluation criteria, are detailed in Attachment 1 to Part 4 – Evaluation Criteria.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If attachment 1 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

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

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4 entitled Evaluation Criteria. The technical evaluation includes an evaluation of the Bidder's response to both Group A and Group B technical bid requirements. The technical evaluation will assess:

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

The Phased Bid Compliance Process will apply to all mandatory technical evaluation criteria.

4.1.2 Financial Evaluation

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. The financial evaluation includes an evaluation of Bidder's response to both Group A and Group B financial bid requirements.

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 (2022-03-29) the 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

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

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

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

1.1.2.4 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 procedure; and

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

1.2.1.4 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.

Attachment 1 to Part 4 – Evaluation Criteria

Compliance Verification Matrix				
1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder
<p>Group A – Signal Illumination A/C 38mm Green (Hereinafter Referred to as 38mm Green)</p>				
A1	Compatibility Requirements	The 38mm Green must be qualified for use with the 38mm AN M8 signal pistol (NSN 1095-00-726-5820).	<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>	<p>Sample Response:</p> <p>a) ____ Met. The proposed goods fully comply with this requirement; or ____ Not Met.</p> <p>b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods).</p> <p>c) The Technical 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.</p>
A2	Performance Requirements	The 38mm Green must reach a minimum height of 75m when launched vertically.	<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>	
A3	Performance Requirements	The 38mm Green must have a burn time of between 6 and 9 seconds.	<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>	
A4	Performance Requirements	The 38mm Green must provide a minimum light intensity peak of 30,000 candelas.	<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>	

Compliance Verification Matrix				
1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder
Group A – Signal Illumination A/C 38mm Green (Hereinafter Referred to as 38mm Green)				
			This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
A5	Performance Requirements	The 38mm 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 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.	
A6	Packaging Requirements	The 38mm Green must have an approved Hazard Class and Compatibility Group classification, valid at the time of bidding, and issued from a National Competent Authority.	This must be demonstrated by providing a copy of the official authorization document issued 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.	
A7	Service Life Requirements	The 38mm 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 manufacture.	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.	
A8	Service Life Requirements	The 38mm Green must have less than 6 months of age from the date of manufacture at time of delivery.	This must be demonstrated by submitting a signed certification of compliance to the Service Life Requirements for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	
A9	Environmental Requirements	The 38mm 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 submitting a signed certification of compliance to the Service Life Requirements for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	

Compliance Verification Matrix				
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
Group A – Signal Illumination A/C 38mm Green (Hereinafter Referred to as 38mm Green)				
A10	Environmental Requirements	The Bidder must declare whether the 38mm Green contains perchlorates, chlorates and/or chromium VI compounds and if so, whether the manufacturer has any plans on eventually moving away from using these compounds in the manufacture of the 38mm Green.	This must be demonstrated by submitting a signed manufacturer certification for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	

Compliance Verification Matrix				
1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder
Group B – Signal Illumination A/C 38mm Yellow (Hereinafter Referred to as 38mm Yellow)				
B1	Compatibility Requirements	The 38mm Yellow must be qualified for use with the 38mm AN M8 signal pistol. (NSN 1095-00-726-5820)	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.	a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided
B2	Performance Requirements	The 38mm Yellow must reach a minimum height of 75m 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.	
B3	Performance Requirements	The 38mm Yellow must have a burn time of between 6 and 9 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.	
B4	Performance Requirements	The 38mm Yellow must provide a minimum light intensity peak of 80,000 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	

Compliance Verification Matrix				
1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder
Group B – Signal Illumination A/C 38mm Yellow (Hereinafter Referred to as 38mm Yellow)				
			This must be demonstrated by providing test results as specified in Section 1.2.1 of this attachment.	
B5	Performance Requirements	The 38mm Yellow must produce a Single Star Yellow.	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.	
B6	Packaging Requirements	The 38mm Yellow must have an approved Hazard Class and Compatibility Group classification, valid at the time of bidding, and issued from a National Competent Authority.	This must be demonstrated by providing a copy of the official authorization document issued 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.	
B7	Service Life Requirements	The 38mm Yellow 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 manufacture.	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.	
B8	Service Life Requirements	The 38mm Yellow must have less than 6 months of age from the date of manufacture at time of delivery.	This must be demonstrated by submitting a signed certification of compliance to the Service Life Requirements for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	

Compliance Verification Matrix				
1 ID	2 Criteria	3 Product Requirements	4 Required Justification	5 Information to be Provided by the Bidder
Group B – Signal Illumination A/C 38mm Yellow (Hereinafter Referred to as 38mm Yellow)				
B9	Environmental Requirement	The 38mm Yellow must be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196.	This must be demonstrated by submitting a signed certification of compliance to the Service Life Requirements for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	
B10	Environmental Requirement	The Bidder must declare whether the 38mm Yellow contains perchlorates, chlorates and/or chromium VI compounds and if so, whether the manufacturer has any plans on eventually moving away from using these compounds in the manufacture of the 38mm Yellow.	This must be demonstrated by submitting a signed manufacturer certification for the proposed goods, as detailed in Attachment 1 to Part 5 – Bidder Certifications.	

ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE

1. General

Bidders must submit pricing for both Group A and Group B, covering all annual requirements and annual options, as detailed in this Pricing Schedule.

Bidders must submit a Firm Unit Price for each item in Group A and a Firm Unit Price for each item in Group B.

Bidders are requested to complete the following Pricing Schedule and include it in their bid.

Firm Unit Prices are for delivery of a single unit of the proposed goods, meeting their respective specifications and delivered duty paid (DDP) Incoterms 2010 to the identified destination, all as detailed in Annex "A" – Statement of Work. For Calendar Year 2024, each firm unit price also includes delivery to the Technical Authority of:

- the applicable S3 documentation deliverable under Annex "A" – Statement of Work, Section 4.2; and,
- the applicable Technical Data documentation deliverable under Annex "A" – Statement of Work Section 4.3.

All prices must be submitted in Canadian dollars, Canadian customs duties and excise taxes included, Applicable Taxes extra.

Table 2.A. Group A – Signal Illumination A/C 38mm Green

Item	Deliverable Item Description	Destination	Requested Delivery Date	Quantity	Firm Unit Price Applicable Taxes Extra	Extended Price ¹ Applicable Taxes Extra	Total Price Applicable Taxes Included
G1	Contract Year 1 Signal Illumination A/C 38mm Green	CFAD Dundurn W1955 Little Crow Avenue Building 268 Dundurn, SK S0K 1K0 Canada	Between 31 July and 30 Sept 2024	360	\$	\$	\$
G2	Contract Year 2 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2025	720	\$	\$	\$
G3	Option Year 1 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2026	360	\$	\$	\$
G4	Option Year 2 Signal Illumination A/C 38mm Green		Between 31 July to 30 Sept 2027	720	\$	\$	\$
G5	Option Year 3 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2028	360	\$	\$	\$
G6	Option Year 4 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2029	360	\$	\$	\$
¹ Extended Price (Applicable Taxes Extra) = Quantity x Firm Unit Price (Applicable Taxes Extra)							
Total Extended Price (Group A) Summation of all Extended Prices						\$	\$

2.B. Group B – Signal Illumination A/C 38mm Yellow

Item	Deliverable Item Description	Destination	Requested Delivery Date	Quantity	Firm Unit Price Applicable Taxes Extra	Extended Price ¹ Applicable Taxes Extra	Total Price Applicable Taxes Included
Y1	Contract Year 1 Signal Illumination A/C 38mm Yellow	CFAD Dundurn W1955 Little Crow Avenue Building 268 Dundurn, SK S0K 1K0 Canada	Between 31 July and 30 Sept 2024	540	\$	\$	\$
Y2	Contract Year 2 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2025	1080	\$	\$	\$
Y3	Option Year 1 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2026	540	\$	\$	\$
Y4	Option Year 2 Signal Illumination A/C 38mm Yellow		Between 31 July to 30 Sept 2027	540	\$	\$	\$
Y5	Option Year 3 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2028	540	\$	\$	\$
Y6	Option Year 4 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2029	540	\$	\$	\$
¹ Extended Price (Applicable Taxes Extra) = Quantity x Firm Unit Price (Applicable Taxes Extra)							
Total Extended Price (Group B) Summation of all Extended Prices						\$	\$

Total Evaluated Price = Total Extended Price (Group A) + Total Extended Price (Group B)

Total Applicable Taxes = Total Evaluated Price x Applicable Tax Rate

Total Bid Price = Total Evaluated Price + Total Applicable Taxes

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Bidder Certifications

Bidders must submit with their bid, the certifications detailed in attachment 1 to Part 5 entitled Bidder Certifications.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website:

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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, (measured from the date of manufacture), at the time of delivery.

Signature of Bidder's Authorized Representative

Date

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

3. Manufacturer Certification to the Environmental Requirements

The Bidder must submit the following certification completed and signed by the manufacturer of the proposed goods:

A. Manufacturer Certification

The manufacturer of the proposed goods hereby certifies;

- the proposed goods (indicate by a check-mark: 38mm green _____, 38 mm yellow _____) contain perchlorates, chlorates and/or chromium VI compounds
- the proposed goods (indicate by a check-mark: 38mm green _____, 38 mm yellow _____) do not contain perchlorates, chlorates and/or chromium VI compounds

Signature of Manufacturer's Authorized Representative

Date

- B. If one or both of the proposed goods contain perchlorates, chlorates and/or chromium VI compounds, please detail if the manufacturer has any plans on eventually moving away from using these compounds in the manufacture of the proposed goods, substituting them by more environmentally friendly chemical compositions, and its projected timeline for doing so.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A \(2022-12-01\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received in accordance with the schedules detailed in Annex "A" – Statement of Work, Sections 4.1, 4.2, and 4.3.

6.4.2 Optional Goods

The Contractor grants to Canada the irrevocable options to acquire the goods described at Annex A – Statement of Work and Annex B, Section 4.1, Items "G3" to "G6" and Items "Y3" to "Y6" under the same conditions and at the prices stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before _____ of the calendar year which immediately precedes the calendar year in which the optional goods would be deliverable, by sending a written notice to the Contractor.

6.4.3 Shipping Instructions

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: Senior Materiel Acquisition and Support Officer
Position: Directorate of Land Procurement 9-1-3
Address: Department of National Defence Headquarters
101 Colonel by Drive
Ottawa, Ontario
K1A 0K2
E-mail: _____@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

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

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

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

Name: _____
Title: _____
Position: _____
Address: _____

Telephone: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Price

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

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

6.6.2 Method of Payment – Multiple Payments

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

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

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

Each invoice must be supported by:

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

Invoices must be distributed as follows:

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

Name: _____
Title: DLP 9-1-3
DGLEPM / DLP
Address: 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2
Email: _____@forces.gc.ca

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:

6.7.1 Discretionary Audit – Commercial Goods and/or Services

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.

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.

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:

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

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).

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

6.8.1 Compliance

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (or as specified by the bidder in its bid, if applicable).

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the General Conditions [2010A \(2022-01-28\)](#);
- c) Annex A – Statement of Work;
- d) Annex B – Basis of Payment;
- e) Annex C – Ammunition Lotting Instructions;
- f) Annex D – Ammunition Package Marking Instructions;
- g) Annex E – Ammunition Manufacturer's Data Card Instructions; and,
- h) 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

SACC Manual Clause [A9006C](#) (2012-07-16), Defence Contract

6.12 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.13 Controlled Goods

SACC Manual clause [A9131C](#) (2020-11-19), Controlled Goods Program
SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

6.14 Packaging Requirement

SACC Manual clause [D2025C](#) (2017-08-17), Wood Packaging Materials

Ammunition packaging marking must be marked in accordance with Annex D – Ammunition Package Marking Instructions of the Contract.

6.15 Quality Assurance

SACC Manual clause [D5540C](#) (2021-05-20), ISO 9001:2015 Quality Management Systems – Requirements (Quality Assurance Code Q)

AND

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

OR

SACC Manual clause [D5510C](#) (2022-05-12), Quality Assurance Authority (Department of National Defence): Canadian Based Contractor

AND

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

OR

SACC Manual clause [D5605C](#) (2021-05-20), Release Documents (Department of National Defence) – United States based Contractor

OR

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

6.16 Release Documents - Distribution

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

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

- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

6.17 Inspection and Acceptance

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

SACC Manual Clause [D9002C](#) (2007-11-30), Incomplete Assemblies
SACC Manual Clause [D6010C](#) (2007-11-30), Palletization
SACC Manual Clause [D3010C](#) (2016-01-28), Delivery of Dangerous Goods/Hazardous Products
SACC Manual Clause [D3014C](#) (2007-11-30), Transportation of Dangerous Goods/Hazardous Products
SACC Manual Clause [D3015C](#) (2014-09-25), Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance
SACC Manual Clause [D3017C](#) (2014-09-25), Preparation for Delivery – Ammunition and Missiles

Other SACC Manual Clauses

SACC Manual Clause [B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products
SACC Manual Clause [B4034C](#) (2006-06-16), Lot Acceptance Test
SACC Manual Clause [B7500C](#) (2006-06-16), Excess Goods
SACC Manual Clause [A1009C](#) (2008-05-12), Work Site Access

6.18 Ammunition Data Cards

The Contractor must:

- a. prepare the ammunition data cards in accordance with Annex E – Ammunition Manufacturer's Data Cards of the Contract;
- b. forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and
- c. annotate the propellant stabilizer content data on the ammunition data cards under Notes, Block 17.

6.19 Lotting Instructions

Lotting method must be in accordance with Annex C – Ammunition Lotting Instructions of the Contract.

6.20 Registration - US Code of Federal Regulations (CFR)

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).

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.

Requests for EX numbers are to be forwarded to:

U.S. Department of Transportation
Pipelines and Hazardous Materials Safety Administration
HMS/OHMEA/Approvals
1200 New Jersey Avenue, SE
East Building, 2nd Floor, Rm. E23-443
Washington, DC 20590
Tel: 202-366-4433
Fax: 202-366-3666
E-Mail: approvals@dot.gov

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.

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.

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

6.21 Approval Documents and Export Licenses

The Contractor must apply for all necessary Governmental and other approval documents, including but not limited to Export Licenses, to deliver the goods to the consignee(s) within seven (7) days after receipt of the contract and, if applicable, receipt of Canadian End-User Certificate, Canadian International Import Certificate and/or Annual Explosive Importation Permit. The Contractor must provide a copy of the application(s) above to the Contracting Authority within seven (7) days of the date of the application(s). Furthermore, the Contractor must provide the Contracting Authority with a copy of available documentation from all Governmental and other approval document authorities regarding the status of all approval document applications within two (2) weeks of the Contracting Authority's request.

ANNEX A – STATEMENT OF WORK



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 THE PROCUREMENT OF

SIGNAL ILLUMINATION A/C 38MM GREEN & SIGNAL ILLUMINATION A/C 38MM YELLOW

DATE: 05 APR 2022

Annex A – Statement of Work

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Annex A – Statement of Work

1. SCOPE

1.1 Purpose

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

- i. Group A – Signal Illumination A/C 38mm Green, hereinafter referred to as “38mm Green”; and,
- ii. Group B – Signal Illumination A/C 38mm Yellow, hereinafter referred to as “38mm Yellow”.

1.2 Background

1.2.1 The 38mm Green and the 38mm Yellow are used by the Canadian Forces (CF) to provide a visual means of signaling ground to air, air to ground and ground to ground as warning, identification and location signals.

1.2.2 Current In-Service Item: Signal Illumination A/C 38mm Green
NATO Stock Number: 1370-99-973-1766

1.2.3 Current In-Service Item: Signal Illumination A/C 38mm Yellow
NATO Stock Number: 1370-99-573-7997

1.3 List of Acronyms and Abbreviations

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

CAF	Canadian Armed Forces
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
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

Annex A – Statement of Work

2. APPLICABLE DOCUMENTS

2.1 General

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

2.2 Referenced Documents

2.2.1 Standards and Publications:

2.2.1.1 STANAG AECTP 300, Climatic Environmental Tests

2.2.1.2 STANAG AECTP 400, Mechanical Environmental Tests

2.2.1.3 SOR/2018-196, Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR)

2.2.1.4 SOR/2001-286, Transportation of Dangerous Goods Regulations

2.2.1.5 UN Recommendations on the Transport of Dangerous Goods – Model Regulations 20th revised edition

2.3 Order of Precedence

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

3. REQUIREMENTS

3.1 General

3.1.1 The Contractor must supply a 38mm Green and a 38mm Yellow and associated documentation meeting all requirements identified within this SOW.

3.2 Product Requirements

3.2.1 The proposed 38mm Green must meet all of the requirements identified within this section.

3.2.1.1 Qualification Requirements. The 38mm Green must:

3.2.1.1.1 be qualified for use with the 38mm AN M8 signal pistol (NSN 1095-00-726-5820).

3.2.1.2 Performance Requirements. The 38mm Green must:

3.2.1.2.1 reach a minimum height of 75 meters when launched vertically;

3.2.1.2.2 have a burn time of between 6 and 9 seconds;

3.2.1.2.3 provide a minimum light intensity peak of 30,000 candelas; and,

3.2.1.2.4 produce a Single Star Green.

Annex A – Statement of Work

- 3.2.1.3 Packaging Requirements. The 38mm Green must:
- 3.2.1.3.1 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.
- 3.2.1.4 Service Life Requirements. The 38mm Green must:
- 3.2.1.4.1 have a shelf life - period of time that an item can remain in storage under prescribed packaging and storage conditions - of at least 5 years from date of manufacture; and,
 - 3.2.1.4.2 have less than 6 months of age from the date of manufacture at time of delivery.
- 3.2.1.5 Environmental Requirements. The 38mm Green must:
- 3.2.1.5.1 be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196
 - 3.2.1.5.2 be declared at time of bid, whether it contains any perchlorates, chlorates and/or chromium VI compounds, and if so, if the manufacturer has any plans on eventually moving away from using these compounds in the manufacture of the 38mm Green.
- 3.2.2 The proposed 38mm Yellow must meet all of the requirements identified within this section.
- 3.2.2.1 Qualification Requirements. The 38mm Yellow must:
- 3.2.2.1.1 be qualified for use with the 38mm AN M8 signal pistol (NSN 1095-00-726-5820).
- 3.2.2.2 Performance Requirements. The 38mm Yellow must:
- 3.2.2.2.1 reach a minimum height of 75 meters when launched vertically;
 - 3.2.2.2.2 have a burn time of between 6 and 9 seconds;
 - 3.2.2.2.3 provide a minimum light intensity peak of 80,000 candelas; and,
 - 3.2.2.2.4 produce a Single Star Yellow.
- 3.2.2.3 Packaging Requirements. The 38mm Yellow must:
- 3.2.2.3.1 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.
- 3.2.2.4 Service Life Requirements. The 38mm Yellow must:
- 3.2.2.4.1 have a shelf life - period of time that an item can remain in storage under prescribed packaging and storage conditions - of at least 5 years from date of manufacture; and,
 - 3.2.2.4.2 have less than 6 months of age from the date of manufacture at time of delivery.

Annex A – Statement of Work

3.2.2.5 Environmental Requirements. The 38mm Yellow must:

- 3.2.2.5.1 be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196; and,
- 3.2.2.5.2 be declared at time of bid, whether it contains any perchlorates, chlorates and/or chromium VI compounds, and if so, if the manufacturer has any plans on eventually moving away from using these compounds in the manufacture of the 38mm Yellow.

3.3 Safety and Suitability for Service (S3) Documentation Requirements

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

3.3.2 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 3.3.1. To further support the S3 assessment, the Contractor must provide the following information for the 38mm Green and 38mm Yellow:

- 3.3.2.1 storage and operational temperature limits;
- 3.3.2.2 initial service life limits (shelf life and installed life);
- 3.3.2.3 unpackaged drop height after which the item is able to function, and does not show any evidence of damage, if available;
- 3.3.2.4 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;
- 3.3.2.5 range safety template or firing template, if available;
- 3.3.2.6 name and mass of energetic materials;
- 3.3.2.7 mitigating measures for ensuring the item's safety and suitability for service throughout its life cycle, if applicable; and,
- 3.3.2.8 instructions on methods of disposal and render safe procedures.

3.4 Technical Documentation Requirements

3.4.1 The Contractor must provide a limited Technical Data Package (TDP) that contains the following technical documentation for the 38mm Green and 38mm Yellow:

- 3.4.1.1 NATO Commercial and Government Entity Code (NCAGE), if available;
- 3.4.1.2 Name and address of the true manufacturer, or Design Control Authority;
- 3.4.1.3 Manufacturer's unique bar code number, if available;
- 3.4.1.4 Manufacturer's unique part number and level 2 drawings for cataloging purposes;

Annex A – Statement of Work

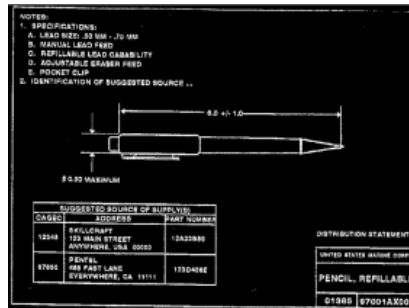


Fig 1. Example of a Level 2 drawing

- 3.4.1.5 NATO Stock Number (NSN), if available;
- 3.4.1.6 Safety Data Sheet, including detailed chemical composition with amounts;
- 3.4.1.7 A copy of the Natural Resources Canada (NRCAN) Notice of Authorization for the 38mm Green and the 38mm Yellow that has been approved by the Chief Inspector of Explosives from the NRCAN Explosives Safety and Security Branch (ESSB);
- 3.4.1.8 United States Department of Transport Explosive Registration Number (EX number) in accordance with the Contract;
- 3.4.1.9 Confirmation of approved packaging in accordance with Transport Canada (Transportation of Dangerous Goods Regulations) and/or UN Model Regulations (UN Recommendations on the Transport of Dangerous Goods – Model Regulations Rev 20); and,
- 3.4.1.10 Technical documentation required to create a Canadian Forces Technical Order, including:
 - 3.4.1.10.1 general description of item and components;
 - 3.4.1.10.2 technical specifications and product data sheet;
 - 3.4.1.10.3 description of how the item functions/works;
 - 3.4.1.10.4 description of packaging including material, quantity, mass and Net Explosive Weight (NEW) or Net Explosive Quantity (NEQ). Include inner and outer packaging as applicable; and,
 - 3.4.1.10.5 diagrams or engineer drawing of Sectional View, Markings, and Packaging.

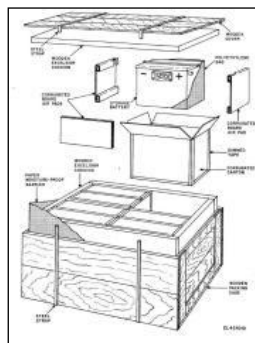


Fig 2. Example of a diagram of packaging

Annex A – Statement of Work

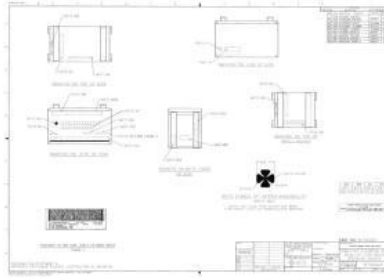


Fig 3. Example of an engineering drawing of packaging

3.4.2 NRCan – Authorization for Explosives:

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

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

3.4.2.2 The Contractor must ensure that the NRCan Notice of Authorization for the 38mm Green and 38mm Yellow remain valid for the manufacture (if applicable), import (if applicable), transport, delivery, and use of the goods under the Contract.

3.4.2.3 The NRCan Notice of Authorization number must be annotated on the Ammunition Data Card under Notes/Remarks, Block 17.

3.5 Ammunition Data Cards

3.5.1 The Contractor must prepare the ammunition data cards in accordance with Annex E of the Contract for the 38mm Green and 38mm Yellow (Annex E).

3.6 Lotting Instructions

3.6.1 The Contractor must prepare the ammunition lot numbers in accordance with Annex C of the Contract for the 38mm Green and 38mm Yellow (Annex C).

3.7 Packaging Marking Instructions

3.7.1 The Contractor must prepare the ammunition packaging markings in accordance with the Contract for the 38mm Green and 38mm Yellow (Annex D).

Annex A – Statement of Work

4. DELIVERABLES

4.1 General

4.1.1 Group A – Signal Illumination A/C 38mm Green

Item	Item Description	Qty	Delivery Date	Delivery Location	Controlled Goods	Security Requirement	Quality Assurance Code
G1	38mm Green	360	Between 31 July and 30 September 2024	CFAD Dundurn	Yes	No	Q
G2	38mm Green	720	Between 31 July and 30 September 2025				
G3 (Option 1)	38mm Green	360	Between 31 July and 30 September 2026				
G4 (Option 2)	38mm Green	720	Between 31 July and 30 September 2027				
G5 (Option 3)	38mm Green	360	Between 31 July and 30 September 2028				
G6 (Option 4)	38mm Green	360	Between 31 July and 30 September 2029				

4.1.2 Group B – Signal Illumination A/C 38mm Yellow

Item	Item Description	Qty	Delivery Date	Delivery Location	Controlled Goods	Security Requirement	Quality Assurance Code
Y1	38mm Yellow	540	Between 31 July and 30 September 2024	CFAD Dundurn	Yes	No	Q
Y2	38mm Yellow	1080	Between 31 July and 30 September 2025				
Y3 (Option 1)	38mm Yellow	540	Between 31 July and 30 September 2026				
Y4 (Option 2)	38mm Yellow	540	Between 31 July and 30 September 2027				
Y5 (Option 3)	38mm Yellow	540	Between 31 July and 30 September 2028				
Y6 (Option 4)	38mm Yellow	540	Between 31 July and 30 September 2029				

Annex A – Statement of Work

4.2 S3 Data

- 4.2.1 This section applies to both the 38mm Green and 38mm Yellow. 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

- 4.3.1 This section applies to both the 38mm Green and 38mm Yellow. The Contractor must deliver a limited TDP in accordance with Section 3.4 one 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

The Contractor will be paid the Firm Unit Prices detailed in Tables 1.A and 1.B below, in Canadian dollars, delivered duty paid (DDP) to the specified delivery destination, Incoterms 2010, Canadian Customs Duties and Excise Taxes included, Applicable Taxes extra.

All associated specifications, deliverables, and transportation costs as described in Annex A – Statement of Work, are included in the firm unit price.

Table 1.A. Group A – Signal Illumination A/C 38mm Green

Work Description	Deliverable Item	Item Description	Destination	Delivery Period	Quantity (Unit of Issue: Each – per Signal)	Firm Unit Price Applicable Taxes Extra
Performance of all the Work detailed in Annex “A” to Part 6 – Statement of Work for the supply of Group A – Signal Illumination A/C 38mm Green, but excluding the supply of options	G1	Contract Year 1 Signal Illumination A/C 38mm Green	CFAD Dundurn W1955 Little Crow Avenue Building 268 Dundurn, SK S0K 1K0 Canada	Between 31 July and 30 Sept 2024	360	\$CAD _____
	G2	Contract Year 2 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2025	720	\$CAD _____
Options, for the supply of Signal Illumination A/C 38mm Green, as detailed in Annex “A” to Part 6 – Statement of Work.	G3	Option Year 1 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2026	360	\$CAD _____
	G4	Option Year 2 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2027	720	\$CAD _____
	G5	Option Year 3 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2028	360	\$CAD _____
	G6	Option Year 4 Signal Illumination A/C 38mm Green		Between 31 July and 30 Sept 2029	360	\$CAD _____

Annex B – Basis of Payment**Table 1.A. Group A – Signal Illumination A/C 38mm Green**

<p>Terms</p> <p>1 Subject to Term 3 below, Firm Unit Prices are for delivery of a single unit of the specified goods to the Destination.</p> <p>2 For each calendar year, delivery (in full) of the specified number of units to the destination is to be made within the Delivery Period specified.</p> <p>3 Deliverables for Annex "A" – SOW Section 4.1, Item "G1" also includes delivery to the Technical Authority of: - the S3 Data detailed under Annex "A" – Statement of Work, Section 4.2 applicable to the A/C 38 mm Green; and, - the Technical Data detailed under Annex "A" – Statement of Work, Section 4.3 2 applicable to the A/C 38 mm Green.</p> <p>4. Payment will be made no more frequent than once annually in accordance with Clause 6.6.2 – Method of Payment - Multiple Payments, for completion and delivery of all units (covering both A/C 38 mm Yellow and A/C 38 mm Green) to the destination for the applicable calendar year, or option exercised.</p> <p>5 For each option exercised, delivery (in full) of the specified number of units to the destination must be made between 31 July and 30 September for the applicable Calendar Year, based on the option being exercised no later than _____ (Date to be Inserted by Bidder) of the preceding calendar year.</p> <p>6. For the Contractor's performance of the Work, and for its performance of any options exercised in accordance with Clause 6.4.2, the Contractor must apply for and obtain a Department of National Defence End User Certificate in accordance with Clause 6.21. The End User Certificate(s) must be signed, (with original signature), and dated from an authorized representative of the Department of National Defence.</p>	
<p>Destination Address for Ammunition Deliverables:</p> <p>CFAD Dundurn W1955 Dundurn, Saskatchewan S0K 1K0 Canada</p> <p>ATTN: _____ Inventory Control Section Tel: (306) 492-2135 Ext: ____ Fax: (306) 492-_____ E-mail: _____@forces.gc.ca</p>	<p>Destination Address for Documentation Deliverables:</p> <p>Department of National Defence Director – Ammunition and Explosives Management and Engineering (DAEME) 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 ATTN: _____ Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>
<p>Invoice Address</p> <p>Department of National Defence DLP 3-1-C DGLPEM/DLP 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>	

Annex B – Basis of Payment

Table 1.B. Group B – Signal Illumination A/C 38mm Yellow

Work Description	Deliverable Item	Item Description	Destination	Delivery Period	Quantity (Unit of Issue: Each – per Signal)	Firm Unit Price Applicable Taxes Extra
Performance of all the Work detailed in Annex "A" to Part 6 – Statement of Work for the supply of Group A – Signal Illumination A/C 38mm Yellow, but excluding the supply of options	Y1	Contract Year 1 Signal Illumination A/C 38mm Yellow	CFAD Dundurn W1955 Little Crow Avenue Building 268 Dundurn, SK S0K 1K0 Canada	Between 31 July and 30 Sept 2024	540	\$CAD _____
	Y2	Contract Year 2 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2025	1080	\$CAD _____
Options, for the supply of Signal Illumination A/C 38mm Yellow, as detailed in Annex "A" to Part 6 – Statement of Work.	Y3	Option Year 1 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2026	540	\$CAD _____
	Y4	Option Year 2 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2027	540	\$CAD _____
	Y5	Option Year 3 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2028	540	\$CAD _____
	Y6	Option Year 4 Signal Illumination A/C 38mm Yellow		Between 31 July and 30 Sept 2029	540	\$CAD _____

Annex B – Basis of Payment**Table 1.B. Group B – Signal Illumination A/C 38mm Yellow**

<p>Terms</p> <p>1 Subject to Term 3 below, Firm Unit Prices are for delivery of a single unit of the specified goods to the Destination.</p> <p>2 For each calendar year, delivery (in full) of the specified number of units to the destination is to be made within the Delivery Period specified.</p> <p>3 Deliverables for Annex "A" – SOW Section 4.1, Item "Y1" also includes delivery to the Technical Authority of: - the S3 Data detailed under Annex "A" – Statement of Work, Section 4.2 applicable to the A/C 38 mm Yellow; and, - the Technical Data detailed under Annex "A" – Statement of Work, Section 4.3 2 applicable to the A/C 38 mm Yellow.</p> <p>4. Payment will be made no more frequent than once annually in accordance with Clause 6.6.2 – Method of Payment - Multiple Payments, for completion and delivery of all units (covering both A/C 38 mm Yellow and A/C 38 mm Green) to the destination for the applicable calendar year, or option exercised.</p> <p>5 For each option exercised, delivery (in full) of the specified number of units to the destination must be between 31 July and 30 September for the applicable Calendar Year, based on the option being exercised no later than _____ (Date to be Inserted by Bidder) of the preceding calendar year.</p> <p>6. For the Contractor's performance of the Work, and for its performance of any options exercised in accordance with Clause 6.4.2, the Contractor must apply for and obtain a Department of National Defence End User Certificate in accordance with Clause 6.21. The End User Certificate(s) must be signed, (with original signature), and dated from an authorized representative of the Department of National Defence.</p>	
<p>Destination Addresses for Ammunition Deliverables:</p> <p>CFAD Dundurn W1955 Dundurn, Saskatchewan S0K 1K0 Canada</p> <p>ATTN: _____ Inventory Control Section Tel: (306) 492-2135 Ext: ____ Fax: (306) 492-_____ E-mail: _____@forces.gc.ca</p>	<p>Destination Address for Documentation Deliverables:</p> <p>Department of National Defence Director – Ammunition and Explosives Management and Engineering (DAEME) 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 ATTN: _____ Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>
<p>Invoice Address</p> <p>Department of National Defence DLP 3-1-C DGLPEM/DLP 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Phone: 819-939-_____ E-mail: _____@forces.gc.ca</p>	

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.

Annex C – Ammunition Lotting Instructions

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)
	XXXXXXXXXXXXX CU : 0.000 M ³ (ITEM 9)
	(ITEM 10)
XXXXXXXXXXXXXXXXXX (ITEM 10)	XXXXXXXXXXXXXXXXXX (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 ³ (ITEM 9)
	XXXXXXXXXXXXX (ITEM 10)
XXXXXXXXXXXXXXXXXX (ITEM 10)	XXXXXXXXXXXXXXXXXX (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.

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- 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.

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- (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.

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Department of National Defence Ministère de la Défense Nationale			Ammunition Manufacturer’s Data Card Fiche de fabricant de munitions		
1. Net Qty Qté nette	2. Lot No. N° de lot	3. Stock No. N° de catalogue		4. Nominal Initial Velocity at Proof Vitesse initiale nominale à l’essai	
5. Item Nomenclature Désignation de l’article			6. Packaging Description Description de l’emballage		
7. Manufacturer Fabricant		8. Technical References (Dwg No. and Date) Documents techniques (N° de dessin et date)		9. Contact Number(s) Numéro(s) de contrat	
10. Component and Model Composant et n° de modèle	Drawing N° de dessin	Manufacturer Fabricant	Date Date	Lot Number N° de lot	Quantity Quantité
11. No. of Packs N° d’emballages	12. Total Lot Qty Qté totale du lot		13. HCC CCR	14. NEC/Item CNE de l’article	
15. Tpt Canada/UN Package No. N° d’emballage TC/ONU			16. UN No. and Proper Shipping Name N° ONU et désignation exacte de l’expédition		
17. Notes Remarques					
18. Inspector’s Name Nom de l’inspecteur		19. Signature			20. Date

Figure A-1 Ammunition Manufacturer’s Data Card