

National Defence

Défense nationale

National Defence Headquarters 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).

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

| Title/Titre Match Fuzee | Solicitation No – N° de l'invitation W8486-238659/A |
|--|---|
| Date of Solicitation – Date de l'invita 11 April 2023 | tion |
| Address Enquiries to – Adresser tout | es questions à |
| John Caldwell (by Email to jo | hn.caldwell@forces.gc.ca) |
| Telephone No. – Nº de téléphone | FAX No – Nº de fax |
| By Email | By Email |
| | |
| Destination | |
| Destination | |
| Destination See Annex B to Part 6 – Bas | is of Payment |
| See Annex B to Part 6 – Bas | · · · · · · · · · · · · |
| See Annex B to Part 6 – Bas | · · · · · · · · · · · · · · · · · · · |
| See Annex B to Part 6 – Bas Voir les détails en annexe B Instructions: Municipal taxes are not applicable. quoted must include all applicable taxes and are to be delivered Delive | de la partie 6 – Base de paiemen Unless otherwise specified herein all pri Canadian customs duties, GST/HST, exc ary Duty Paid including all delivery charges e amount of the Goods and Servi |
| See Annex B to Part 6 – Bas Voir les détails en annexe B Instructions: Municipal taxes are not applicable. quoted must include all applicable taxes and are to be delivered Delive destination(s) as indicated. Th | de la partie 6 – Base de paiemen Unless otherwise specified herein all pri Canadian customs duties, GST/HST, exc ary Duty Paid including all delivery charges e amount of the Goods and Servi |

Solicitation Closes

L'invitation prend fin

At – à : 14h00 On – Le : 11 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 – Raisor fournisseur | n sociale et adresse du |
| | to sign on behalf of vendor (type or print) e à signer au nom du fournisseur (caractère |
| Name/Nom | |
| Title/Titre | |
| Signature | Date |

Request for Proposal – Department of National Defence (DND) Requirement – Match Fuzee

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Annexes to Part 6

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- Annex B Basis of Payment
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- Annex D Ammunition Packaging Marking Instructions Small Arms Ammunition

Annex E – Ammunition Manufacturer's Lotting Instructions

PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this procurement.

1.2 Statement of Work

The requirement is detailed in Annex "A" to Part 6 - Statement of Work.

The requirement is for the supply of a Match Fuzee (Quantity – 10,000 Packages with 10 Match Fuzee and one Striker per Package) to the Canadian Armed Forces (CAF). The Match Fuzee will be used primarily in military applications for the lighting of fuses, but may also be used by fire departments.

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 following trade agreements:

- the Canadian Free Trade Agreement (CFTA)
- the Canada–Chile Free Trade Agreement (CCFTA)
- the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- the Canada–Colombia Free Trade Agreement (CCoFTA)
- the Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- the Canada–Honduras Free Trade Agreement
- the Canada–Korea Free Trade Agreement (CKFTA)
- the Canada–Panama Free Trade Agreement
- the Canada–Peru Free Trade Agreement (CPFTA)
- the Canada–Ukraine Free Trade Agreement (CUFTA)
- the Canada-United Kingdom Trade Continuity Agreement (UKTCA)
- the World Trade Organization–Agreement on Government Procurement (WTO-GPA)

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02 Procurement Business Number, is deleted in its entirety.
- b) Section 05 Submission of Bids, Subsection 2.d is deleted in its entirety and replaced with the following:
 - "d. Send its bid only to the address specified in the bid solicitation."
- c) Section 05 Submission of Bids, Subsection 4 is amended as follows: Delete: sixty (60) days Insert: one hundred and twenty (120) days
- d) Section 06 Late Bids, is deleted in its entirety.
- e) Section 07 Delayed Bids, is deleted in its entirety and replaced with the following:

"It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted."

- f) Section 08 Transmission by facsimile or by 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."

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

2.2 Electronic Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid – One soft copy in PDF format;

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Requirements of the technical bid, including mandatory technical evaluation criteria, are detailed in Attachment 1 to Part 3 - Technical Bid Requirements and Evaluation.

Section II: Financial Bid

For performance of all the Work specified in Annex A to Part 6 – Statement of Work:

- 1) Bidders must submit their financial bid as follows:
 - Bidders must submit a firm lot price, Delivered Duty Paid (DDP) at the destinations specified in Attachment 2 to Part 3, Incoterms 2010, Applicable Taxes extra and shown separately;
 - Bids must be submitted in Canadian dollars. Bids submitted in foreign currency will be rejected; and,
 - Canadian customs duty and Excise Tax, if applicable, are included.
- 2) Bidders should present their firm lot price by completing Attachment 2 to Part 3 Pricing Schedule.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 Best Delivery Date - Bid

While delivery is requested by 01 December 2023, the best delivery that could be offered is ______. Bids proposing delivery after 01 March 2024 will be rejected.

Section III: Certifications

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

Attachment 1 to Part 3 Technical Bid Requirements and Evaluation

1 Purpose

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

2 Bid Submission Deliverables

- 2.1 The Bidder should provide as part of its bid, a completed Compliance Verification Matrix in accordance with Annex A to this attachment, in which;
 - the Bidder's proposed goods must, meet all Product Requirements detailed in Column "3" of the Compliance Verification Matrix;
 - the Bidder must provide all of the Required Justifications as detailed in Column "4" of the Compliance Verification Matrix; and,
 - the Bidder should provide information in the format detailed in Column "5" of the Compliance Verification Matrix.

2.2 Certifications

2.2.1 The Bidder <u>must</u> sign and submit:

- the Bidder Certification attesting to the Service Life Requirements, as detailed in Certification No. 001 of Annex B to this attachment; and,
- the Bidder Certification attesting to the proposed goods being asbestos-free products, as detailed in Certification No. 002 of Annex B to this attachment.
- 2.3 Documentation submitted for meeting the Required Justifications specified in Column "4" of the Compliance Verification Matrix detailed in Annex A to this Attachment may include any or all of the following:
 - 2.3.1 A system brochure that details the components and operating characteristics of the proposed goods;
 - 2.3.2 A technical specification for the proposed goods that identifies the product's requirements;
 - 2.3.3 A drawing or schematic which clearly depicts the dimensions and scale of the proposed goods; and,
 - 2.3.4 Any additional documentation that provides product information for the proposed goods.
- 2.4 Where Test Results are required for meeting the Required Justifications specified in Column "4" of the Compliance Verification Matrix detailed in Annex A to this Attachment, they must;
 - 2.4.1 be for the model of the goods proposed in the bid, or be for a previous model which the proposed goods are based upon, provided the bid includes a detailed explanation on why the Test Results for the previous model are valid for the proposed goods;
 - 2.4.2 include a description of the test procedure;
 - 2.4.3 be signed by the technical authority who completed the testing, or quality assurance authority who oversaw or reviewed the testing; and,

Attachment 1 to Part 3 Technical Bid Requirements and Evaluation

2.4.4 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.

3 Technical Bid Evaluation Methodology

- 3.1 Technical Evaluation
- 3.1.1 DND will assemble a technical evaluation team which will evaluate Bids received in accordance with the mandatory requirements in the Compliance Verification Matrix detailed in Annex A to this Attachment. All Mandatory Requirements must be met or the Bid will be deemed non-responsive. The technical evaluation will assess:
 - whether the Bidder's proposed goods meet all Product Requirements detailed in Column "3" of the Compliance Verification Matrix; and,
 - whether the Bidder has provided all Required Justifications as detailed in Column "4" of the Compliance Verification Matrix.
- 3.1.2 Failure to provide sufficient detail to enable a complete evaluation of the proposal against the mandatory requirements of the Compliance Verification Matrix will deem the bid non-responsive.
- 3.1.3 The Phased Bid Compliance Process will apply to all mandatory technical criteria.

| 1 Evaluation Item | 2 Criteria | 3 Product Requirements | 4 Required Justification | 5 Information to be Provided by the Bidder |
|-------------------------|-------------------------------|---|--|---|
| | | (Match Fuzee) | | a) Indicate if Criterion is Met or Not Met b) Specification Achieved by the Proposed Goods c) Justification Provided |
| A1 | Compatibility Requirements | The proposed goods, (the Match Fuzee), must be compatible with, and provide consistent ignition of the Fuse Blasting Time M700 safety fuse in use with the Canadian Armed Forces. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | Sample Response: Met, Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). c) The Documentation for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex of the Technical Bid. |
| A2 | Performance Requirements | The proposed goods, (the Match Fuzee), must burn with low flame after ignition. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | Sample Response: Met, Not Met b) The proposed goods fully comply with this requirement; c) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). d) The Documentation for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex of the Technical Bid. |

| 1 Evaluation Item | 2 Criteria | 3 Product Requirements (Match Fuzee) | 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 |
|-------------------------|-----------------------------|--|--|--|
| A3 | Performance Requirements | The proposed goods, (the Match Fuzee), must be wind resistant. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | Sample Response: Met, Not Met a) The proposed goods fully comply with this requirement; b) The (<u>insert specification from Column 3</u>) for the proposed goods is (<u>detail specification achieved by proposed goods</u>). c) The Documentation for the proposed goods details the (<u>insert specification from Column 3</u>) for the proposed goods and is included at Annex of the Technical Bid. |
| Α4 | Performance Requirements | The proposed goods, (the Match Fuzee), must have a total burn time between six (6) to eighteen (18) seconds after ignition. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | Sample Response: Met, Not Met a) The proposed goods fully comply with this requirement; b) The (insert specification from Column 3) for the proposed goods is (detail specification achieved by proposed goods). C) The Documentation for the proposed goods details the (insert specification from Column 3) for the proposed goods and is included at Annex of the Technical Bid. |

| 1 Evaluation Item | 2 Criteria | 3 Product Requirements (Match Fuzee) | 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 |
|-------------------------|------------------------------|---|--|--|
| Α5 | Packaging requirements | The proposed goods, (the Match Fuzee), must be packed with ten (10) Match Fuzee and one Striker per individual package. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | |
| A6 | Packaging Requirements | Packaging and shipment of the proposed goods, (the Match Fuzee), must be in accordance with Transport Canada (Transportation of Dangerous Goods) Regulations and/or UN Recommendation on the transport of Dangerous Goods – Regulations Rev 22. | This must be demonstrated by providing technical data, including that which forms part of the Documentation specified in Section 2.3 of Attachment 1 to Part 3, which clearly demonstrates that the proposed goods meet this requirement. | Sample Response: a) The proposed goods fully comply with this requirement; b) The <u>(insert specification from Column 3)</u> for the proposed goods is <u>(detail specification achieved by proposed goods)</u>. c) The Documentation for the proposed goods details the <u>(insert specification from Column 3)</u> for the proposed goods and is included at Annex of the Technical Bid. |
| Α7 | Service Life Requirements | The proposed goods, (the Match Fuzee), must be less than 12 months of age (measured from the date of manufacture), at time of delivery. | The Bidder <u>must</u> sign and submit the Bidder Certification attesting to the Service Life Requirements, as detailed in Certification No. 001 of Annex B of Attachment 1 to Part 3. | Sample Response: Met, Not Met The Bidder's completed and signed certification of compliance to this Service Life Requirement is included at Annex of the Technical Bid. |

| 1 Evaluation Item | 2 Criteria | 3 Product Requirements (Match Fuzee) | 4 Required Justification | 5 Information to be Provided by the Bidder d) Indicate if Criterion is Met or Not Met e) Specification Achieved by the Proposed Goods f) Justification Provided |
|-------------------------|-------------------------------|---|---|---|
| A8 | Environmental Requirements | in accordance with Prohibition of Asbestos and Products | The Bidder <u>must</u> sign and submit the Bidder Certification attesting to the Environmental Requirements, as detailed in Certification No. 002 of Annex B of Attachment 1 to Part 3. | |

Annex B of Attachment 1 to Part 3 Bidder Certifications

Certification No. 001 - Bidder Certification to the Service Life Requirements

The Bidder <u>must</u> submit a certification (in the format detailed below) attesting to the service life of the proposed goods:

"We hereby certify that the proposed goods, at time of Delivery, will not exceed 12 months of age (measured from their date of manufacture)."

Signature of Bidder

Certification No. 002 - Bidder Certification to Environmental Requirements

The Bidder <u>must</u> submit a certification (in the format detailed below) attesting to the proposed goods being asbestos-free goods:

"We hereby certify that the proposed goods are asbestos-free."

Signature of Bidder

Date

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur DLP 9-1-C

Date

Attachment 2 to Part 3 - Pricing Schedule Table 3.2. - Pricing Schedule

| | | | sing conocato | | | |
|--|--|-------------------------------------|---|-----------------------------------|----------------------------------|------------------------|
| 1 Description | 2 Deliverables | Item No., Destination, a | 3 nd Quantity for the Goods | 4 Firm Lot Price ¹ | 5 Required Delivery | 6 Proposed Delivery |
| | | | erable with Ten (10) Match Fuzee and | (Applicable Taxes Extra) | | |
| | Goods Deliverable – Match Fuzee | Item 001 Destination: CFAD Angus | Item 002 Destination: CFAD Dundurn | | | |
| | (Statement of Work Section 3.2) | Quantity 6,000 Packages | Quantity 4,000 Packages | \$ | On or Before 01 December 2023 | On or Before |
| Performance of all the Work detailed in Annex "A" to Part 6 – | | Destination for Docu | mentation Deliverables | | | |
| Statement of Work | Documentation Deliverable – Technical Documentation Package (Statement of Work Section 3.3) | ge DAEME, Ottawa | | Included within Firm Lot Price | See Term 2 below | |
| erms applicable to Proposed Pr | icing | | | | I | 1 |
| 1 The Firm Lot Price is fo | or performance of all the Work detailed in Annex "A" to Part 6 – State | ment of Work. | | | | |
| Documentation deliverables must be delivered in accordance with Statement of Work Section 3.3. The proposed delivery date for the goods deliverable must be the same as that which is proposed in response to Part 3 - Bid Preparation Instructions Clause 3.1.3 – Best Delivery. Bids proposing delivery after 01 March 2024 will be rejected. | | | | | | |
| Total Evaluated Price = Firm Lot Price covering performance of all the Work detailed in Annex "A" to Part 6 – Statement of Work. | | | | | | |
| Total Applicable Taxes = Total Evaluated Price x the Applicable Tax rate | | | | | | |
| Total Bid Price = Total Evaluated Price + Total Applicable Taxes | | | | | | |

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

Attachment 3 To Part 3 Electronic Payment Instruments

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

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

The Bidder must comply with the following mandatory technical criteria:

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

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

4.1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- in Canadian dollars;
- Applicable Taxes extra;
- Inco Terms 2010 Delivered Duty Paid (DDP) to the destinations specified in Annex A to Part 6 Statement of Work; and,
- Canadian Customs Duty and Excise Tax, if applicable, are included.

4.1.3 Phased Bid Compliance Process (PBCP)

4.1.3.1 (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) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.3.2 (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 DGLEPM/DLP.
- (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, <u>except</u> <u>that</u>, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.3.3 (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.

4.1.3.4 (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.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Bidder Certification - Service Life Requirements

The Bidder <u>must</u> sign and submit the Bidder Certification attesting to the Service Life Requirements, as detailed in Certification No. 001 of Annex B of Attachment 1 to Part 3.

5.2.3.2 Bidder Certification – Environmental Requirements

The Bidder <u>must</u> sign and submit the Bidder Certification attesting to the Environmental Requirements, as detailed in Certification No. 002 of Annex B of Attachment 1 to Part 3.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work - Contract

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (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", "Her 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 schedule detailed at Annex "A" – Statement of Work, Section 4 – Deliverables. (Unless specified otherwise in the Bid in accordance with Part 3 - Bid Preparation Instructions Clause 3.1.3 – Best Delivery)

6.4.2 Shipping Instructions

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

- For deliverables to CFAD Angus: Inco Terms 2010 "Delivered Duty Paid (DDP)" at CFAD Angus, Borden, Ontario
- For deliverables to Canadian Forces Ammunition Depot (CFAD) Dundurn: Inco Terms 2010 "Delivered Duty Paid (DDP)" at CFAD Dundurn, Saskatchewan.

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the applicable location(s) specified in Annex "B" – Basis of Payment. The consignee may refuse shipments when prior arrangements have not been made.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

| Name: | |
|---------------|---------------------|
| Title: | |
| Organization: | |
| Address: | Telephone: 819- |
| | E-mail address |

elephone: 819-___--mail address: ______@forces.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

| Name: | |
|---------------|--|
| Title: | |
| Organization: | |
| Address: | |

| Telephone: | |
|-----------------|---|
| E-mail address: | _ |

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Firm Lot Price, as specified in Annex " \mathbf{B} " – Basis of Payment, Table B.1, as follows:

- Currency Canadian Dollars;
- Canadian Customs Duties and Excise Taxes, if applicable, are included;
- INCO Terms 2010 DDP to the destinations; and,
- Applicable Taxes are extra.

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

6.6.2 Single Payment SACC Manual Clause H1000C (2008-05-12), Single Payment

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.6.4 Invoicing Instructions

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract;

- 2. Invoices must be distributed as follows:
- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

| Name: | |
|----------------------------|-----------------|
| Title: | |
| Department of National Def | ence |
| DGLEPM/DLP | |
| 101 Colonel By Drive | Telephone: |
| Ottawa, Ontario | Facsimile: |
| K1A 0K2 | E-mail address: |
| | |

6.6.5 Discretionary Audit (Applicable only if a price certification is provided by the bidder pursuant to Section 14 of <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements)

SACC Manual clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services Preparation of Delivery; and,

SACC Manual clause C1004C (2022-12-01), Auditing

or,

SACC Manual clause C0101C (2010-01-11), Discretionary Audit – Non-Commercial Goods and/or Services ; and,

SACC Manual clause C1004C (2022-12-01), Auditing

6.7 Certifications and Additional Information

6.7.1 Compliance

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

6.8 Applicable Laws

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

6.9 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the General conditions 2010A (2022-01-28), Goods (medium complexity);
- (c) Annex A Statement of Work;
- (d) Annex B Basis of Payment;
- (e) Annex C Ammunition Manufacturers Data Card Instructions;
- (f) Annex D Ammunition Package Marking Instructions Small Arms Ammunition;
- (g) Annex E Ammunition Manufacturer's Lotting Instructions

and,

(h) the Contractor's bid dated _____, entitled _____, and as clarified on _____.

6.10 Defence Contract

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

6.11 Excess Goods

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

6.12 Insurance

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

6.13 Packaging Requirements

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

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

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

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

6.14 Quality Assurance

1) SACC Manual clause D5545C (2019-05-30), ISO 9001:2015 – Quality Management Systems Requirement (Quality Assurance Code C)

6.15 Release Documents – Distribution

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

- a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c) One (1) copy to the Contracting Authority;
- d) One (1) copy to: National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 Attention: the Technical Authority
- e) One (1) copy to the Quality Assurance Representative;
- f) One (1) copy to the Contractor; and
- g) For all non-Canadian contractors, one (1) copy to: DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 E-mail: <u>ContractAdmin.DQA@forces.gc.ca</u>.

6.16 Ammunition Data Cards

The Contractor must;

- a) Prepare the ammunition data cards in accordance with Annex "C" Ammunition Manufacturer's Data Card Instructions;
- b) Forward the ammunition data cards to the consignee(s) identified in the Contract and to the Technical Authority; and,
- c) Annotate the propellant stabilizer content data on the ammunition data cards under Notes Block 17 Remarks.

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 their representative. Should any report, document, good or service not be in accordance with the requirements of the Contract and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.18 SACC Manual Clauses

| SACC Manual clause | B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products; |
|--------------------|--|
| SACC Manual clause | B4034C (2006-06-16), Lot Acceptance Test |
| SACC Manual clause | D9002C (2007-11-30), Incomplete Assemblies |
| SACC Manual clause | D6010C (2007-11-30), Palletization |
| SACC Manual clause | D3010C (2016-01-28), Delivery of Dangerous Goods/Hazardous Products |
| SACC Manual clause | D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products |
| SACC Manual clause | D3015C (2014-09-25), Dangerous Goods/Hazardous Products - Labelling and Packaging Compliance |
| SACC Manual clause | D3017C (2014-09-25), Preparation of Delivery – Ammunition and Missiles |

6.19 Approval Documents and Export Licenses

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



NOTICE

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

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

STATEMENT OF WORK

FOR

PROCUREMENT OF THE MATCH FUZEE

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1. SCOPE

1.1 <u>Purpose</u>

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 Match Fuzee.

1.2 Background

- 1.2.1 The Match Fuzee is a safety strike match that is both windproof and waterproof to produce a burn. When struck, the tip of the match flames and ignites the main composition, which burns red hot without a flame, evolving only smoke for the total composition length. They are primarily used in military applications for the lighting of fuses, but are also used by fire departments.
- 1.2.2Current In-Service Item:
NATO Stock Number:Match Fuzee
9920-99-993-2000

1.3 List of Acronyms and Abbreviations

- 1.3.1 The following is a list of acronyms used in this document:
 - CFAD Canadian Forces Ammunition Depot
 - CFTO Canadian Forces Technical Order
 - DAEME Director Ammunition and Explosives Management and Engineering
 - DND Department of National Defence
 - NATO North Atlantic Treaty Organization
 - NCAGE NATO Commercial and Government Entity Code
 - NRCan Natural Resources Canada
 - NSN NATO Stock Number
 - SOW Statement of Work
 - TA Technical Authority
 - TDP Technical Data Package

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 <u>Referenced Documents</u>

- 2.2.1 Standards and Publications:
- 2.2.1.1 Transportation of Dangerous Goods Regulations https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-286/; and
- 2.2.1.2 UN Recommendations on the Transport of Dangerous Goods Model Regulations Rev 22 <u>https://unece.org/transport/dangerous-goods/un-model-regulations-rev-22</u>.

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 <u>General</u>

3.1.1 The Contractor must supply a Match Fuzee and associated documentation meeting all requirements identified within this SOW.

3.2 **Product Requirements**

- 3.2.1 The Match Fuzee must meet the requirements identified within this section.
- 3.2.2 <u>Compatibility Requirements</u> The Match Fuzee must:
- 3.2.2.1 be compatible with, and provide consistent ignition of the Fuse Blasting Time M700 safety fuse in use with the Canadian Armed Forces.
- 3.2.3 <u>Performance Requirements</u>. The Match Fuzee must:
- 3.2.3.1 burn with low flame after ignition;
- 3.2.3.2 be wind resistant; and
- 3.2.3.3 have a total burn time between 6 to 18 seconds after ignition.
- 3.2.4 Packaging Requirements. The Match Fuzee must:
- 3.2.4.1 be packed with 10 Match Fuzee and one Striker per individual package; and ,
- 3.2.4.2 be packaged, have required markings, and transported in accordance with current and applicable Transportation of Dangerous Goods Regulations (SOR 2001/286), or UN Recommendations on the Transport of Dangerous Goods – Model Regulations Rev 22.

- 3.2.5 Service Life Requirements. The Match Fuzee must:
- 3.2.5.1 have less than 12 months of age from the date of manufacture at time of delivery.
- 3.2.6 <u>Environmental Requirements</u>. The Match Fuzee must:
- 3.2.6.1 be asbestos-free in accordance with Prohibition of Asbestos and Products containing Asbestos Regulations (PAPCAR): SOR/2018-196.

3.3 <u>Technical Documentation Requirements</u>

- 3.3.1 The Contractor must provide a limited Technical Data Package (TDP) that contains the following technical documentation for the Match Fuzee:
 - 3.3.1.1 NCAGE, if available;
 - 3.3.1.2 Name and address of the true manufacturer, or Design Control Authority;
 - 3.3.1.3 Manufacturer's unique bar code number, if available;
 - 3.3.1.4 Manufacturer's unique part number and level 2 drawings for cataloging purposes;

| B. MANU G. REFU D. AGUE E. POCK Z. IDENTIFI | NZE: 35 MM - 70 MM AL LEAD FEED LARUE LEAD GABASILITY STABLE ERABER FEED | | 0 +/- 1 <u>.0</u> | |
|---|---|-------------|-------------------|------------------------|
| CAGEC | WODESTED SOURCE OF SU | | | |
| CADEC | ADDRESS | PART NUMBER | | |
| 12548 | ANYWHERE USA COCED | 12422880 | | DISTRIBUTION STATEMENT |
| 97655 | PENTEL 468 PAST LANE EVERYWHERE, CA. 19311 | 12304846 | | PENCIL, REFILLABLE |
| 1 | | | | |

Fig 1. Example of a Level 2 drawing

- 3.3.1.5 NATO Stock Number (NSN), if available;
- 3.3.1.6 Safety Data Sheet, including detailed chemical composition with amounts;
- 3.3.1.7 Confirmation of approved packaging and Hazard Classification in accordance with Transport Canada (<u>Transportation of Dangerous Goods Regulations</u>) and/or UN Model Regulations (<u>UN Recommendations on the Transport of Dangerous Goods Model Regulations Rev 22</u>); and,
- 3.3.1.8 Technical documentation required to create a Canadian Forces Technical Order, including:
 - 3.3.1.8.1 general description of item and components;
 - 3.3.1.8.2 technical specifications and product data sheet;
 - 3.3.1.8.3 description of how the item functions/works;
 - 3.3.1.8.4 description of packaging including material and quantity. Include inner and outer packaging as applicable; and,
 - 3.3.1.8.5 diagrams or engineer drawing of Sectional View, Markings, and Packaging.

Annex A – Statement of Work

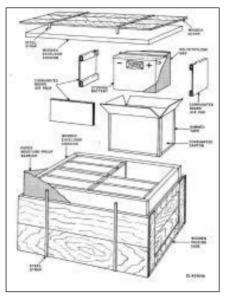


Fig 2. Example of a diagram of packaging

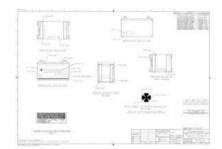


Fig 3. Example of an engineering drawing of packaging

3.4. Ammunition Data Cards

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

3.5 Lotting Instructions

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

3.6 Package Marking Instructions

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

4. DELIVERABLES

4.1 <u>General</u>

| 1 Item | 2 Item Description | 3 Quantity (Unit of Issue: Per Package with 10 Match Fuzee and 1 Striker per Package) | 4 Delivery Location | 5 Delivery Date (On or before) | 6 Controlled Goods (CTAT or ITARs) | 7 Security Requirement | 8 Quality Assurance Code |
|-----------|--------------------------|--|---------------------------|--------------------------------------|---|------------------------------|-----------------------------------|
| 001 | Match Fuzee | 6,000 Packages | W1955 CFAD Angus | 01 December 2023 | No | No | С |
| 002 | Match Fuzee | 4,000 Packages | W2493 CFAD Dundurn | 01 December 2023 | No | No | С |

4.2 **Technical Data**

4.2.1 The Contractor must deliver a limited TDP in accordance with Section 3.3 within ninety (90) calendar days after Contract award or 90 calendar days before the first scheduled delivery of goods under the Contract, as identified in Column 5 of the Section 4.1 table above, whichever occurs first. All of the technical documentation listed in Section 3.3 must come in one complete package. The Contractor must deliver one digital copy of the TDP in Word or PDF format to the Technical Authority at the address identified in the Contract.

Annex "B" – Basis of Payment Table B.1

| | | ſ | | | |
|---|---|---|---------------------------------------|---|---|
| 1 | 2 | 3 | | 4 | 5 |
| | | Item No., Destination, and Qu | antity for Goods Deliverable | Firm Lot Price ¹ (Applicable Taxes Extra) | Delivery ² (on or before) |
| Description | Deliverables (Match Fuzee) | (Unit of Issue: Per Package w One Striker per Package) | ith Ten (10) Match Fuzee and | (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| | | Item 001 Destination: CFAD Angus | Item 002 Destination: CFAD Dundurn | | |
| Performance of all the Work detailed in Annex "A" to Part 6 – Statement of Work. | NSN NCAGE Manufacturer Part No | 6,000 Packages | 4,000 Packages | \$ | 01 December 2023 |
| Destination Addresses for Goods I | Deliverable: | | Destination Address for Doc | umentation Deliverables: | |
| CFAD Dundurn W1955 Dundurn, Saskatchewan S0K 1K0 Canada ATTN: | ction Ext əs.gc.ca | Department of National Director – Ammunition and 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 ATTN: Phone: 819-939 E-mail:@fo | d Explosives Management a | nd Engineering (DAEME) | |
| Invoice Address Department of National Defence DLP DGLEPM/DLP 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Phone: 819-939 E-mail:@forces.gc.ca | | | | | |

Annex "B" – Basis of Payment

Table B.1 (contd)

Terms

- 1 The Firm Lot Price is for performance of all the Work detailed in Annex A Statement of Work, including delivery of all goods deliverables to both CFAD destinations and delivery of all documentation deliverables to their identified destination.
- 2 The Delivery Date specified above is the date by which all Work is required to be performed, delivered to the Destinations, and meet the requirements of the Contract. The delivery date for Documentation must be in accordance with Annex A – Statement of Work, Section 4.2.

Annex C - Ammunition Manufacturer's Data Card Instructions

Scope

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

General

- 2. A blank Ammunition Manufacturer's Data Card is shown at Figure A-1. Each block of the Ammunition Manufacturer's Data Card is numbered. The following paragraphs detail the information to be entered in each block:
 - a. **Block 1 Net Quantity.** The quantity to be shown here is the quantity available for shipment and excludes the quantity expended in tests.
 - b. Block 2 Lot Number. Insert the complete ammunition lot number (or serial number of an item which is not lotted) of the item(s) represented by the Ammunition Manufacturer's Data Card. Only items that have lot or serial numbers shall be listed on the card.
 - c. Block 3 Stock Number. Enter the item stock number as determined from the technical data list or from the contract.
 - d. **Block 4 Nominal Initial Velocity at Proof.** If applicable, enter the nominal initial velocity determined at the time of proof.
 - e. Block 5 Item Nomenclature. Show the exact standard nomenclature as given in the technical data list or on the top drawing for the item.
 - f. Block 6 Packaging Description. Enter the method by which the items are packed for shipment, including the number of items, parts or sets in each outer container. Standard abbreviations may be used.
 - (1) For transit packs between contractors, insert the word "transit" and include a general description of the packing method.

EXAMPLE

Transit – 1 assembly/cardboard container; 24 cardboard containers / wooden box.

(2) For items covered by a packing and marking drawing, include the drawing number.

EXAMPLE

1 cartridge/fibre container; 1 fibre container / metal container; 4 metal containers / wooden box; 8796522.

- g. Block 7 Manufacturer. Enter the manufacturer's name as given in the contract.
- h. **Block 8 Technical References.** Enter the number and the revision date of the top drawing and/or the specification used to manufacture the item.
- i. **Block 9 Contract Number(s).** Enter the number of the contract issued by Public Works and Government Services Canada.
- j. Block 10 Component Details. The following are applicable:
 - (1) **Component.** Give the approved name of the component.
 - (2) **Model.** Enter the mark or model number of the component.
 - (3) **Drawing.** Enter the number of the top drawing or specification under which the component was manufactured.
 - (4) Manufacturer. Give the full name of the manufacturer of each lot used of the component.

Annex C - Ammunition Manufacturer's Data Card Instructions

- (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.
- 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.
- Block 15 Transport (Tpt) Canada or UN Package Number. Enter the number assigned to the item container by Transport Canada or the equivalent organization of the nation of origin of the container.
- p. Block 16 UN Number and Proper Shipping Name. Enter the UN number and proper shipping name determined in accordance with ST/SG/AC.10/11, Recommendations on the Transportation of Dangerous Goods, Tests and Criteria.
- q. **Block 17 Notes.** Any unusual features of the lot represented by the data card will be reported and identified by the appropriate symbol as follows:
 - (1) Changes in process will be listed following a single asterisk (*). These include changes in location, equipment, manufacturing methods, materiel or inspection methods. Since changes of this type are usually of a permanent nature, notations need to be made for the first lot affected; the note will be interpreted as applying until further notation is made.
 - (2) Technical data changes (design changes, deviations, waivers and concessions) applying to drawings or specifications will be listed following a double asterisk (**). Report the Design Authority Serial Number of the applicable Design Change/Deviation form (DND 672), the name of the item or component involved, the extent of the change to the technical data and the method of identifying the packs containing items manufactured in accordance with the revised data.
 - (3) Unusual occurrences and difficulties in manufacture will be listed following a triple asterisk (***). Any conditions which are out of the ordinary, excessive rejections owing to poor materiel or improper processing and any other unusual circumstances related to loading, assembly, packing or inspection shall be reported.
 - (4) Enter the NRCan Authorization and Classification Certificate number.
 - (5) Other notes regarding palletization of the lot (or part lot) being shipped may be added if appropriate.

Annex C - Ammunition Manufacturer's Data Card Instructions

- r. **Block 18 Inspector's Name.** Enter the name of the contractor's inspector responsible for the correctness of the information appearing on the data card.
- s. Block 19 Signature. This block shall be signed by the person whose name appears in Block 18.
- t. **Block 20 Date.** Enter the date of the signature of the data card.

| Department of National Defence Ministère de la Défense Nationale | | | | Ammunition Manufacturer's Data Card Fiche de fabricant de munitions | | | |
|---|-----|------------------------------------|-----------------------|--|---|---------------------------------|----------------------|
| 1. Net Qty Qté nette | | | | 3. Stock No. 4. Nominal Initial N° de catalogue Vitesse initiale I'essai I | | | |
| 5. Item Nomencla Désignation de | | | | | kaging Descriptior scription de l'emba | | |
| 7. Manufacturer Fabricant | | 8. Technical Refe Documents te | | | | 9. Contact Numb Numéro(s) de | |
| 10. Component ar Composant et | | Drawing N° de dessin | Manufact Fabricant | | Date Date | Lot Number N° de lot | Quantity Quantité |
| | | | | | | | |
| 11. No. of Packs N° d'emballag | jes | 12. Total Lot Qty Qté totale du | | | cle | | |
| 15. Tpt Canada/U N° d'emballag | | | | 16. UN No. and Proper Shipping Name N° ONU et désignation exacte de l'expédition | | | dition |
| 17. Notes Remarques | | | | | | | |
| 18. Inspector's Na Nom de l'insp | | | 19. Signat | ture | | | 20. Date |

Figure A-1

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 (TP 14850) |

SAMPLE OF PRIMARY MARKING PLACEMENT

| LEFT SIDE OF BOX | FRONT OF BOX | |
|--|---|----------|
| | (ITEM 1) XXXX XX XXX XXXX (ITEM 3) XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | (ITEM 2) |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | NET QTY: 0.00 KG (ITEM 6) GR WT : 0.0 KG (ITEM 7) NEQ : 0.00 KG (ITEM 8) XXXXXXXXXX (ITEM 10) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | |

SAMPLE OF ALTERNATIVE MARKING PLACEMENT

| LEFT SIDE OF BOX | FRONT OF BOX |
|-------------------------|---|
| | (ITEM 1) |
| | XXXX XX XXX XXXX (ITEM 3) |
| | XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| | (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) XXXXXXXXXXXX |
| | (ITEM 10) |
| XXXXXXXXXXXXX (ITEM 10) | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |

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.

Annex "D" – AMMUNITION PACKAGE MARKING INSTRUCTIONS - SMALL ARMS AMMUNITION

- 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 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 | А | February | В | March | С | April | D |
| Мау | E | June | F | July | G | August | н |
| September | J | October | К | November | L | December | М |

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

Annex E – Ammunition Manufacturer's Lotting Instructions

5. Lot Interfix Number

Each ammunition lot number shall have assigned a two-digit interfix number that shall commence with "0l" and which shall not exceed "99". The interfix number is an integral part of the ammunition lot number and is intended to identify those lots in a n interfix series which have been produced by the same manufacturer at the same location for the same item, mate according to a specific design and manufacturing process using like materials in accordance with certain administrative procedures. The interfix number will usually start with "0l" and it shall appear immediately after the month of production code with no space. Once a manufacturer has produced a lot of an ammunition item and the interfix for that item has progressed beyond

"01", his interfix number shall never revert to "01". A change in the month of production does not necessitate the lot interfix number or the lot sequence number to revert to 01.

6. Lot Sequence Number

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

7. Manufacturer's Responsibility

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

8. Marking of Ammunition and Components

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

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