

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

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**LETTER OF INTEREST
LETTRE D'INTÉRÊT**

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Munitions Division (BK) / Division des munitions (BK)
11 Laurier St./11, rue Laurier
8C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet DISPOSAL OF 155MM DUAL PURPOSE	
Solicitation No. - N° de l'invitation W8484-08XA23/A	Date 2012-07-05
Client Reference No. - N° de référence du client W8484-08XA23	GETS Ref. No. - N° de réf. de SEAG PW-\$\$BK-372-22955
File No. - N° de dossier 372bk.W8484-08XA23	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-02	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Razeau, Ida-Marie	Buyer Id - Id de l'acheteur 372bk
Telephone No. - N° de téléphone (819) 956-0578 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

ANNEX A

To: Statement of Work for
Demilitarization of Projectiles
- 155mm DPICM (Ver 5.0)
Dated: 23 January 2012

1.0 SCOPE

1.1 Purpose To secure the services of a company qualified to perform disposal, demilitarization recycling and resource recovery of NSN 1320-01-260-8720-D563, 155mm DPICM projectiles:

1.1.1 The contractor shall provide all the necessary material, equipment, property, licences and personnel to perform demilitarization by recovery and recycling for a variety of sub components, metals etc in addition to the disposal of energetic components.

1.2 Background The Department of National Defence (DND) maintains a large stockpile of ammunition. Periodically there is a requirement to dispose of ammunition natures that are surplus to requirement or are obsolete. The Government of Canada has a requirement for an ammunition disposal capability. In 1988, the Canadian Forces (CF) purchased the ammunition identified for disposal:

1.2.1 NSN 1320-01-260-8720-D563, 155mm Projectile, Model M483A1 Dual-Propose Improved Conventional Munitions (DPICM), are designed to deliver shape charge cluster sub munitions of 88 dual-purpose, anti-material / anti-personnel grenades. This ammunition has been declared surplus to Canadian requirements and requires proper disposal and demilitarization in compliance with applicable regulations in an environmentally responsible way and safe manner;

1.2.2 Canada being a State that recognizes the grave consequences caused by the use of cluster munitions, has committed its Nation to be on the forefront of supporting the Convention on Cluster Munitions (CCM) Treaty. The CCM Treaty prohibits the use, production, transfer and stockpiling of cluster munitions that causes unacceptable harm to civilians and part of the framework pertaining to the cluster munitions is the destruction of such munitions.

1.2.3 As Canada remains committed to the CCM treaty, conventional methods of open detonation (OD) create potential environmental hazards that Canada is not willing to accept. DND/CF therefore requires assistance in the disposal of its CCM inventory by acceptable and proven demilitarization measures, and

1.2.4 The original manufacture for this ammunition is Day & Zimmermann (Kansas Army Ammunition Plant) Parsons Kansas USA in 1988.

INTERPRETATION

1.3 Mandatory clauses are those containing the word **SHALL**. These clauses shall be observed at all times, unless otherwise authorized by Director Ammunition and Explosives Management and Engineering (DAEME) Technical Authority (TA).

1.4 Advisory clauses are those containing the word **SHOULD**. These clauses shall be observed at all times, except when such a course is impractical for operational reasons.

1.5 Permissive clauses are those containing the word **MAY**. These clauses shall be within the discretionary powers of the appointment or authority specified in the orders or directives.

1.6 In instances where the interpretation suggests various alternative methods of application, the method meeting the highest interest of safety shall be adopted.

TERMINOLOGY

1.7 For the purpose of this Statement of Work (SOW), the following definitions / interpretations apply:

1.7.1 Disposal

The end life tasks/actions by destruction of ammunition, ammunition components, ammunition packaging which includes decontamination, demilitarization and /or mutilation and the final disposal/neutralizing of residue.

1.7.2 Ammunition

Complete devices that are charged with explosive, pyrotechnics and lachrymatory agents, together with the necessary propellants and initiating compositions. For the purpose of this SOW, the term ammunition will be inclusive of components and packaging.

1.7.3 Neutralization

The process of making an item safe for use or handling by unprotected personnel and harmless to all properties and surroundings by destroying or removing energetic/explosives or chemical material clinging to or around it.

1.7.4 Deactivation:

The intentional process of rendering a military munition permanently inactive, inoperable or incapable of functioning as intended by the programmed removal, replacement or modification of

all essential components (energetic and non-energetic) in such a way that would preclude the munition from being reactivated. The process shall ensure that:

1.7.4.1 Arrangements and methods for deactivation measures are verified, where appropriate, by the competent authority to ensure that the removal, replacement or modifications made to the essential components of a munition render it permanently inoperable; and

1.7.4.2 Verification by the technical authority for the facility conducting the work to include a certificate or record attesting to the deactivation of the munition;

1.7.5 Demilitarization (Demil):

Removing or otherwise nullifying the military potential of a munition prior to release into a non military setting;

1.7.6 Recovery, Recycling and Reuse (R³)

R³ is the intentional recovery of material of value from a munition that has been demilitarized. This is achieved by thermal, chemical or mechanical methods which apply R3 through the reclaim, reuse or recycling of waste energy and by-products or through sale of residual scrap materials.

1.7.7 De-confinement:

The release, removal of, or access to, internal energetics from breaking down and disassembling components

1.7.8 Disassembly:

The programmed task by which a fully assembled munition is systematically separated into components and sub-component assemblies to facilitate ease of maintenance, modification, repair or demilitarization;

1.7.9 Energetic Material:

In the context of demilitarization refers to "that explosive material which comprises the munitions energetic filler, initiation system or means of propulsion and releases its military potential when fired or subjected to suitable stimulus. Energetic materials which have been subjected to thermal or chemical stimulus or have released their military potential through firing will leave energetic residue";

1.7.10 Energetic Residue:

In the context of demilitarization are "those explosive residues which may remain in or on an item of ammunition that has released its military potential by firing or other stimulus. Residues are most often in solid or powder form, but still require further approved thermal or chemical treatment in order to render them harmless for release to the public;"

1.7.11 Heavy Metals:

Are individual metals and metal compounds that in certain amounts could negatively affect human health. Generally, heavy metals have atomic weights between 63.546 and 200.590 and densities above 5 g/cm³. Because they cannot be degraded or destroyed they tend to be persistent in all parts of the environment (air, water and soil) and build up in biological systems becoming a significant health hazard.

1.7.12 Environmentally Responsible:

Environmentally responsible means that this process should have a minimal or no negative impact on the environment;

1.7.13 Waste Stream:

Solid, liquid or gaseous substance, which are produced or resulted directly from the demilitarization of A&E and potentially present an environmental or health hazard. Such wastes require additional and sometimes extensive costly treatment before they maybe considered safe for final disposal or reuse by the public

1.7.14 Cluster Munitions

Cluster munitions are weapons that work by dispersing several smaller sub-munitions, often referred to as bomblets or grenades, over a wide area to destroy dispersed, moving and unseen targets. After being dropped or fired, the canister opens in mid-air and ejects its cargo of sub-munitions. Cluster Munitions can be air-dropped from aircraft or ground-launched from land-based systems such as artillery.

1.7.15 International Traffic in Arms Regulations (ITAR)

International Traffic in Arms Regulations (ITAR) is a set of United States Government regulations that control the export and import of defence-related articles and services. These regulations implement the provisions of the Arms Export Control Act. For practical purposes, ITAR regulations dictate that information and material pertaining to defence and military related technologies may only be shared with US Persons unless approval from the Department of State is received or a special exemption is used. Companies can face heavy fines if the Department of

State discovers they have, without approval or through the use of an exemption, exposed non-US-Persons to ITAR-protected products or information.

1.7.16 National Defence Headquarters // J4 Ammo

In respect to this SOW, J4 Ammo is the Canadian National Defence Headquarters, Canadian Materiel Support Group (CMSG), Canadian Operations Support (CANOSCOM), organization, which is responsible to provide coordination for transport of the ammunition and liaison with Canadian Forces Ammunition Depot where the ammunition is stored.

1.7.17 National Defence Headquarters//DND Technical Authority

In respect to this SOW, Director Ammunition Explosives Maintenance and Engineering (DAEME), organization, which Life Cycle Manager (LCMM) office or Disposal, Demil and R3 office are DND's munitions Technical Authority.

1.7.18 Public Works Government Services of Canada

In the respect to this SOW. Public Works Government Services of Canada (PWGSC) is DND/CF's Contracting Authority (CA).

1.7.19 Ammunition or Explosives Accident

An ammunition or explosives accident means any undesired event involving the premature or unintended detonation or initiation of an ammunition or explosive that results in personnel injury or death, or materiel losses

1.7.20 Ammunition or Explosives Incident

An ammunition or explosives incident means any undesired event involving ammunition or explosive that could, but does not, result in personal injury or death, or materiel losses. This includes theft.

NOTE

In order to assist with the determination of whether a hazardous occurrence should be treated as an Ammunition or Explosives Incident, the following (list is not all inclusive) shall all be reported as Ammunition or Explosives Incidents:

1.7.20.1 Any event involving the unintentional or premature detonation, initiation or ignition of ammunition or explosives not resulting in personal injury, death or material loss.

1.7.20.2 Any unauthorized use or unapproved method of use of ammunition or explosives resulting in personal injury, death or material loss.

1.7.20.3 Any event involving the theft or loss of ammunition or explosives under the control of the contractor.

1.7.20.4 Any event resulting in damage to ammunition or explosives or suspected damage of ammunition or explosives.

1.7.20.5 Any Unauthorized modifications or alterations to ammunition discovered during the receipt inspection.

1.7.20.6 Any hazardous or potentially hazardous situation resulting from ammunition defect.

1.7.21 Procurement Authority

With respect to the SOW, the Directorate of Land Procurement (DLP) is the Procurement Authority (PA).

1.7.22 Controlled Goods:

Controlled goods" are specified in the schedule to the Defence Production Act (DPA). The schedule refers to goods that are included in the Export Control List (ECL), which is administered by the Department of Foreign Affairs and International Trade (DFAIT). The ECL includes defence goods listed under the US Munitions List in the ITAR and any goods subject to similar regulations issued by any country trading defence goods with Canada.

Under the DPA it is an offence for a person who is not registered under that Act to knowingly examine, possess or transfer a controlled good.

2.0 APPLICABLE DOCUMENTS

2.1 Applicability

The following documents of the exact issue and revision forms a part of the SOW to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of the SOW, contact the contracting authority for clarification. The website links may change without notice.

2.1.1 A-GG-040-006/AG-002 "Department of National Defence (DND) Ammunition Accident/Incident/Defect/Malfunction Reports and Disposal Requests" available upon request from TA .

2.1.2 C-09-153-001/TS-000 "Ammunition & Explosives Safety Manual Volume One /Storage And Transportation. Ammunition & Explosives Safety Manual Vol 1/Part 3, (available upon request from TA)the physical security requirements for the ammunition storage for NSN 1320-01-260-8720, 155mm Projectile DPICM M483A1 munitions .

2.1.3 Canadian Transportation of Dangerous Goods Regulations Available at the following website: <http://www.tc.gc.ca/eng/tdg/clear-tofc-211.htm>

2.1.4 International Organization for Standardization (ISO) 14001 Environmental Management Systems Available at the following website: <http://www.iso.org/iso/home.html>

2.1.5 United Nations - C.N.902.2008. Treaties-28, Convention on Cluster Munitions

2.1.6 International Trade in Arms Regulations (ITAR)

http://www.pmddtc.state.gov/regulations_laws/itar_official.html

ITAR is a set of United States government regulations that control the export and import of defence-related articles and services on the United States Munitions List. The Department of State interprets and enforces ITAR. Its goal is to safeguard US national security and further US foreign policy objectives. For practical purpose ITAR regulations dictate that information and material pertaining to defence and military related technologies (for items listed on the US munitions List) may only be shared with US Persons unless authorization from the US Department of State is received or a special exception is used. Some ammunition items shall be demilitarized, as well as deactivated, and specially processed to comply with ITAR before releasing the residue as munitions scrap to the public.

2.1.7 Controlled Technology and Transfer (CTAT):

2.1.7.1 DAOD 3003-1, Management of Controlled Goods

<http://www.admfincs.forces.gc.ca/dao-doa/3000/3003-1-eng.asp>

2.1.7.2 Defence Production Act. <http://laws-lois.justice.gc.ca/eng/acts/D-1/>

2.1.7.3 Export and Import Permits Act <http://laws-lois.justice.gc.ca/eng/acts/E-19/>

2.1.7.4 Controlled Goods Regulations

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-32/>

2.1.7.5 PWGSC Controlled Goods Directorate:

<http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>

3.0 REQUIREMENTS

3.1 General

The Contractor shall be a company/organization that has proven technology and capability to perform the Demil of 155mm DPICM in an acceptable environmentally friendly method, have the minimum of five (5) years of Demil experience of DPICM and have perform disposal/Demil of DPICM within the last 3 (three years):

3.1.1 The Contractor shall provide copies of the following with their proposal:

3.1.1.1 Company's registration with US Department of State ITAR or Canada's PWGSC Controlled Goods Directorate (CGD) for ammunition demilitarization and disposal. If not a US or Canadian entity, the contractor shall provide either equivalent certification for country in which located or other proof to the satisfaction of the CA and the USA (ITAR) of being an authorized ammunition demilitarization facility;

3.1.1.2 Company's approval from an official government office (proof of licencing by the Country's governing authority) authorizing the company's ammunition demilitarization disposal equipment and process;

3.1.1.3 Proofs of environmental compliance as stated in paragraph 3.3;

3.1.2 The Contractor shall provide all necessary material, facilities and personnel to perform conventional ammunition demilitarization for 12,597 x Projectiles, 155mm HE DPICM M483A1 w/M42 and M46 Grenades in an environmentally safe manner. Only 155mm "plugged" projectiles (e.g. without fuze) will be offered for demilitarization. The effort contemplated by this SOW will entail the transportation, storing, handling, disposal and resource recovery of ammunition to be provided at the Contractor's facility according to a mutually agreed schedule.

3.1.3 Intellectual Property (IP)

The United States Department of Defence (DoD) holds the IP for the 155mm HE DPICM M483A1 w/M42 and M46 Grenades.

3.1.4 U.S. International Traffic in Arms Regulations (ITAR) re-transfers

The ammunition involved in this SOW is subject to specific terms and conditions under U.S. International Traffic in Arms Regulations (ITAR). DND will obtain all the re-transfer approvals from U.S Authorities prior to contract award to fully meet its obligation derived from ITAR with respect to re-transfer of U.S. origin goods or technical data. Contract award will be conditional upon US Department of State approval of the re-transfer of the munitions.

3.1.5 General Liability

3.1.5.1 The Government of Canada assumes no liability once the contractor's representative signs for the materiel at Canadian Forces Ammunition Depot (CFAD) Dundurn. The Contractor shall be responsible for all property damage and personal injury, including death arising or resulting from the contractor's fault or negligence. The contractor shall report ammunition related accidents/incidents resulting in injury to personnel or death and/or damage to equipment and/or potential hazardous situation that could affect the general public to the Technical Authority as per DND publication A-GG-040-006/AG-002 "DND Ammunition Accident/Incident/Defect/Malfunction Reports and Disposal Requests" within 12 hrs of the occurrence/observation.

3.1.5.2 It is Canada's policy that all hazardous occurrences are investigated to determine cause and make recommendations to prevent recurrences. Within the Ammunition and Explosives Safety Program (AESP) such occurrences are termed ammunition or explosives accidents or incidents. Those causing near misses, hazardous situations and even the slightest of injuries are to be included in the reporting and will overlap with other safety programs.

3.1.6 The Contractor shall comply with all applicable national and international statutes, rules and regulations of the countries where the work, as described at para 3.1.2 of this SOW, will be conducted. The Contractor shall provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request. The Contractor shall obtain and maintain at its own costs all permits, licenses and certificates required for the performance of the work. Upon request from the CA, the contractor must provide a copy of any required permit, license or certificate to Canada

3.1.7 Access

DND personnel and PWGCS representatives shall be permitted access to the Contractor's facilities to inspect storage facilities, witness the demilitarization processes and meetings.

3.1.8 Transfer of Title after Demilitarization

To satisfy the requirements of the CCM, while the contractor assumes liability for their storage and protection, Canada does not transfer title in the munitions until after disassembly and demilitarization at which point title over the remnants transfers to the contractor.

3.2 Disposal Process and Methods

Disposal Processes

3.2.1 Open burning and open detonation on the surface shall not be conducted as a means of demilitarization and disposal. Deep underground detonation (mine shafts) or enclosed detonation is acceptable provided the environmental requirements of this SOW are met.

3.2.2 The contractor shall demilitarize the ammunition and dispose of the energetic residues following established industrial standards for the processes to be performed, subject to conditions of para 3.3 being met. Disposal is considered to be complete when all the subcomponents have been mutilated, processed for recycled material and the hazardous residues i.e. filters, contaminated water etc have been treated/process, prepared for additional hazard disposal or properly contained in packaging for a hazardous storage site.

3.2.3 Demilitarization of ammunition shall be done by proven procedures and processes developed by the contractor using tools and equipment provided and maintained by him. The Contractor shall be responsible for all safety aspects and for respecting Federal, Provincial/State or Local government department environmental standards and regulations. The demilitarization process shall ensure that ammunition and components cannot be reused for their original intended purpose (mutilated), unless such re-use has been specifically authorized by DND TA.

3.2.4 Prior to work commencing; the Contractor shall provide a detail copy of the disposal/Demil plan to DND Ammo Disposal, Demil and R³ TA for review/approval.

3.2.5 Once the disposal Plan is approved, no deviation is permitted without prior authorization from the DND's TA and a contract amendment shall be completed through the PWGSC .

3.2.6 The Contract shall provide their company's disposal/Demil plan and their standard operating procedures (SOP) for the disposal of 155mm DCIPM, in which the following shall be detailed :

3.2.6.1 Process and procedures;

3.2.6.2 Demil equipment and abatement system;

3.2.6.3 Continuous monitoring system (CMS);

3.2.6.4 Mutilation of material standards; and

3.2.6.5 What materials are being R³ and its percentage and volume weight in kilogram (kg).

3.3 Environmental, Health and Safety Compliance

3.3.1 The Contractor/Bidder shall dispose of the 155mm DPICM projectiles using a thermal treatment capability equipped with an abatement system. The Contractor shall provide proof of compliance to environmental regulations of the country where the physical disposal activity takes place. Documents that are acceptable as such proof can be a copy of a valid permit, license, or certificate from the environmental regulation department for the relevant disposal activity. If such a document is not available, the Contractor shall provide the proof of compliance by showing comparison of air emissions with regulatory criteria from the country where the physical disposal/demilitarization activity is taking place..

3.3.2 The Contractor shall have an environmental management system in place that is certified to the ISO 14001 - Environmental Management System (EMS); Specification with Guidance for Use - standard to ensure that the requirements of the Work are achieved while ensuring environmental, health and safety protection, and pollution prevention. The EMS requirement is applicable to the Contractor and subcontractors. The Contractor shall ensure that all subcontractors are in compliance with applicable environmental laws and regulations. In the event that the contractor hires or utilizes subcontractor, the Contractor is to provide a copy of the subcontractor's EMS certification to the TA.

3.3.3 The Contractor shall have an Occupational Health and Safety Program in place to identify hazards, control risks (e.g. engineering controls and personnel protective equipment in place), prevent accidents and injuries within the workplace, and comply with occupational health and safety regulations.

3.3.4 The Contractor shall have suppressive shielding measures in place around their hazardous explosive operations to contain accidental detonation of munitions and prevent property damage and worker injuries.

3.3.5 The Contractor shall identify their solid waste recycling program to achieve a minimum of 50% of the munitions inert material by weight being captured for recycling, thereby reducing the overall disposal footprint.

3.3.6 . Hazardous Wastes shall be collected, stored, handled, transported and disposed of by qualified and trained personnel, and by certified/permitted hazardous waste disposal Contractors and facilities.

3.3.7 The Contractor shall have an emergency response plan in place, which is exercised at minimum once annually, for environmental spills, fire, and general safety incidents.

3.4 Condition of the Ammunition

3.4.1 Unless stated to the contrary, the condition of the ammunition will be as designed and manufactured, and fit for its intended purpose. However the contractor must expect and plan for

a limited degree of degradation due to aging of the ammunition. Any proposed disposal process must take into account reasonable degradation consistent with the physical and chemical attributes of the ammunition. The ammunition has been stored in a military ammunition storage facility and subjected to routine inspection. It is safe to move, handle and demilitarize.

3.4.2 The ammunition will be available for collection by the Contractor in the Canadian Forces Ammunition Depot:

CFAD Dundurn Building 268 Little Crow Avenue Dundurn, Saskatchewan S0K 1K0
Quantity: 12597

3.5 Technical Data Information

3.5.1 The DND will not provide any technical information or Technical Data Package (TDP).

3.5.2 As previously stated in Para 3.1, the Contractor shall be a company/organization that has proven technology and capability to perform the demilitarization of 155mm DPICM in an acceptable environmentally responsible method, have the minimum of five (5) years of demilitarization experience of DPICM and have performed demilitarization and disposal of DPICM within the last 3 (three years). Therefore, the Contractor shall be responsible for obtaining necessary technical documentation required to establish and perform safely the demilitarization and disposal operations.

3.6 Transportation by Contractor

3.6.1 General. The contractor shall provide a detailed shipping plan from the DND origin Depot (CFAD Dundurn) to the contractors demilitarization site. The contract's proposal must include a detailed cost estimate for transportation. Transportation of the DPICM to be demilitarized is a contractor's responsibility.

3.6.2 The contractor is responsible for obtaining all licences, permits required for the movement of ammunition in and outside Canada if applicable. Note: Ammunition movement to United States (U.S.) must be registered in accordance with the US Code of Federal Regulations (CFR) 49 part 171 and the ammunition requires transportation Explosives Registration Number (EX number) in accordance with CFR 49-171.8. EX numbers can be requested from:

US Dept of Transportation
HMS/OHMEA/Approvals
1200 New Jersey Avenue SE
East Building, 2nd Floor, Rm. E23-443
Washington, DC 20590
E-Mail, approvals@dot.gov
Tel: 202-366-3987

3.6.3 Transportation Schedule. A post-contract award meeting between the Contractor and DND will be held to agree upon a transportation schedule. This meeting will be arranged by the CA and held at the customer's premises

3.6.4 Means of Transportation. The contractor shall select a method of transportation that is safe and secure, complying with all applicable national and international regulations. Any safety equipment required is the contractor's responsibility. Transportation may be managed and performed by the contractor's internal resources, or it may be sub-contracted. The contractor will be responsible for any damages caused by improper carriage of the ammunition

3.6.5 The contractor shall respect all national and international regulations for transportation of ammunition in all countries that the shipments will transit:

3.6.5.1 Road/Rail - Within Canada, the contractors will follow the "Canadian Transportation of Dangerous Goods Act and Clear Language Regulations (TDG)" and in the event that the munitions needs to travel into the United States the U.S Code of Federal Regulation CFR 49 Transportation part 100 to 177 and Federal Motor Carrier Safety Regulations Parts 395 and 397 will apply;

3.6.5.2 Air - International Civil Aviation Organization (IATA) and Technical Instructions (ICAO)

3.6.5.3 Water - International Maritime Dangerous Goods Regulation (IMDG)

3.6.6 The contractor will coordinate ammunition pick-up times and dates at least six (6) weeks in advance with National Defence Headquarter, Canadian Materiel Support Group (CMSG), Canadian Operations Support (CANOSCOM), J4 Ammo Operations at 1-613-971-7883 or J4 Depot Support at 1-613-971-7895. Additionally, two weeks prior to each shipment, the Contractor to provide to the TA confirmation of compliance with applicable transportation regulations in accordance with the mode of transport selected as per 3.6.5.1, 3.6.5.2 and 3.6.5.3 plus adherence to all applicable regulations in countries being transited. This will include the export/import documentation needed to forward to the demilitarization site including permit (explosives and transportation), transit authorizations, and shipping and customs documentation for each shipment.

3.6.7 The CFAD Dundurn staff will perform the loading operations (i.e. including bracing and palletizing). Off-loading operations and any movement beyond the initial loading site shall be the contractor's responsibility. If required, the contractor shall be responsible to pre-position any truckload or 20ft shipping containers at least (7) seven calendar days before the planned movement date. Contractor is responsible to provide a minimum of (42) forty-two calendar days advance notice to transport ammunition to accommodate the "security requirements of a threat risk assessment (TRA)."

3.7 Ammunition LOTTING

3.7.1 Ammunition is manufactured in groups or batches known as "LOTS". These "LOTS" are numbered sequentially and provide a unique means of tracking and documenting the performance of ammunition to ensure safe, consistent functioning.

3.7.2 Under any resultant contract, the contractor will be provided with specified lots of ammunition for disposal. If a container is loaded without distinguishable "LOT" identification, or if mixed "LOTS" comprised of ammunition from varied sources, are delivered; DND will assign an administrative "LOT" number prior to processing for demilitarization.

3.7.3 The contract shall consolidate and store each Lot within a covered storage site. Stacks should be stable, with free circulation of air to all parts of the stack.

3.7.4 Ammunition removed from storage for disposal operations shall be processed by "LOT" designations.

3.8 Recovered Material/Components

3.8.1 The Contractor shall neutralize explosives/energetic material and contaminated packing prior to recovery or, if contaminated and not economically salvageable it will be disposed of in accordance with current authorized procedures at a Contractor's site or sites approved by local legislation.

3.8.2 Explosives / energetic material contaminated scrap and metal components / material generated from the disposal of the ammunition shall be treated / neutralized in a timely manner, utilizing a contractor-developed process that will render them non-explosive, chemically stable and otherwise harmless to the environment. The contractor's process is to be compliant to applicable environmental regulations from Federal, Provincial / State or Local government or department.

3.8.3 The Contractor shall assume complete responsibility and liability for disposition of the recovered material/components.

3.8.4 As consideration for taking title to any remnants from the demilitarization, the contractor shall comply with the following:

3.8.4.1 Any and all demilitarized components and material recovered for resale shall be resold to commercial standards only and shall not be identified by any government lot designation and shall not be identified as meeting any government standards.

3.8.4.2 All non-explosives material (excluding mutilated and inert scrap), offered for resale, shall be to licensed/permitted buyers, as applicable, and depending on the item/material may require an End User Certification as a condition of the sale. End User Certification shall consist of a signed statement from the purchaser as follows:

3.8.4.2.1 "It is hereby certified that will comply with all applicable federal, provincial/state, and local ordinances and regulations with respect to the care, handling, storage and shipment, resale, export and other use or disposal of material, hereby purchased, and that it as a user of, or dealer in, said materials is capable of complying with all applicable federal provincial/state, and local laws."

3.8.4.2.2 Packing material, boxes, crates containers if sold as scrap must be free from markings that will identify the original use and user. Such items shall not be re-used for their original purpose.

3.8.4.2.3 Ammunition pallets may be reused or recycled as scrap wood.

3.8.4.2.4 All metallic scrap and packaging/packing material, generated during the demilitarization and offered for resale will require certification that it is completely free from explosives as a condition of sale. Certification will consist of a statement as part of the sales documentation as follows:

3.8.4.2.4.1 "I (Name of qualified individual and qualification), certify that the sales or items have been processed to removal all energetic material by treatment and/or demilitarization process and are suitable for final disposal to public sale or consumption.

Date: _____ Signature: _____

3.8.5 Waste disposal shall be conducted in accordance with applicable Federal, Provincial / State or Local government or department regulations.

3.9 Receipt, Storage and Inventory Control

3.9.1 Upon receipt of the ammunition at the disposal or intermediate storage facility, an inventory shall be performed to ensure that ammunition components have not been diverted or lost during transportation. All discrepancies will be verified, in writing, by a supervisor in the contractor's organization and the TA will be notified of the discrepancy within 24 hours or the next working day.

3.9.2 During disposal processing, the Contractor shall verify that the type and quantity of ammunition/explosives contained in each package are the same as what is indicated by the package markings. All discrepancies will be verified, in writing, by a supervisor in the contractor's organization and the TA will be notified of the discrepancy within 24 hours or the next working day.

3.9.3 Ammunition storage, demilitarization and disposal shall be carried out in facilities that are licensed and approved by national, regional and local authorities for the storage and processing of the types and quantities of ammunition and explosives as defined in this SOW.

3.9.4 The contractor shall provide proof of acceptable past performance in receipting and inspecting ammunition for disposal at their designated processing facility in accordance with applicable country's regulations.

3.10 Security

3.10.1 The Contractor shall comply with all existing and pertinent regulations for safeguarding and handling of ammunition in performing any task under this contract.

3.10.2 The Contractor shall comply with the security requirements for storage and control of ammunition items. All items so designated by DND retain that status until such time as disposal/demilitarization has been accomplished and a "Certificate of Demilitarization" is completed (Annex C). This also applies to recovered components.

3.10.3 Secure Storage Facilities - The Contractor shall, upon receipt of individual lots of ammunition, ensure that secure storage facilities are available to protect and secure the 155mm Projectile DPICM /M483A1 munitions undergoing demilitarization and disposal IAW C-09-153-001/TS-000 Ammunition & Explosives Safety Manual Volume One - Storage. In addition to meeting any national, regional or local regulations concerning the safeguarding and handling of ammunition, the production and storage facility must as a minimum be fenced, guarded by security personnel and equipped with electronic intrusion protection.

3.10.4 All ammunition delivered to the Contractor pursuant to this contract shall be subject to physical inventory control procedures to include accountability and management account controls. Upon receipt, a check shall be made by the contractor to verify that all items shipped have been received.

3.10.5 The contractor to provide proof of prior experience in accordance with applicable country's national security regulations that all ammunition remains safe and secured upon arrival to disposal at their processing facility

3.11 Records

3.11.1 The Contractor shall maintain up to date records confirming the date each lot and/or sub-lot was received and disposed of, the type/quantity of components and material recovered, and the method of disposal or reuse. These records will be subject to audit by DND and the CA.

3.12 Completion of Demilitarization and Disposal

3.12.1 The disposal of each individual ammunition item shall be completed within 6 months of receipt by the contractor. The disposal contract is to be completed 24 months after contract award date by the Contractor.

3.12.2 The certificate of demilitarization shall be retained by the Contractor for the minimum of 5 (five) years. In addition 2 signed copies, one each shall be forward to TA and CA.

4.0 DELIVERABLES

4.1 Initial Receipt Report

The Contractor shall provide to DND Disposal/Demil TA and CA an initial receipt report by quantity and lots in the form of a spreadsheet of all ammunition shipments received at his facility within 14 days after reception for each delivery.

4.2 Progress Report

The Contractor shall provide to the TA and CA a quarterly progress report. The report shall include the following:

4.2.1 A summary of work accomplished during the period;

4.2.2 A summary of work planned for the ensuing period;

4.2.3 A statement as to whether the work is proceeding according as schedule; and

4.2.4 Identification of potential problem areas, which may affect the progress of work, and the proposed solutions to those problems.

4.3 "Certificate of Demilitarization" DND 2586

The Contractor shall provide to the TA and CA a "Certificate of Demilitarization" (Annex C) for each "LOT of ammunition" demilitarized. The certificate must identify the quantity of

ammunition as reflected in the SOW, and that the ammunition has been demilitarized resulting in its neutralization to prevent reuse in its original state.

4.4 Demilitarization Plan and Operating Procedures

The contractor shall provide the plan specified in paragraph 3.2.4 to the TA and CA at least 30 calendar days prior to beginning demilitarization activities.

4.5 Proof of Compliance with Transportation Regulations:

The Contractor shall provide the confirmation specified in paragraph 3.6.6 and 3.6.7 to the TA and CA potential require 42 days in advance in conjunction with TRA of each planned shipment.

4.6 Transportation Schedule

The contractor shall provide the final transportation schedule specified in paragraph 3.6.3 within 14 days of completing the meeting specified in the paragraph.

4.7 Ammunition Accident/Incident Reporting

The contractor shall report ammunition related accidents/incidents resulting in injury to personnel or death and/or damage to equipment and/or potential hazardous situation that could affect the general public to the TA within 12 hrs of the occurrence/observation in accordance with paragraph 3.1.6.

4.8 Deliverables with the proposal

The contractor shall provide the following documents with their proposal:

4.8.1 Company's registration with ITAR, PWGSC CGD or equivalent in accordance with paragraph 3.1.1.1.

4.8.2 Company's approval from an official government office (proof of licencing by the Country's governing authority) authorizing the company's ammunition demilitarization disposal equipment and process;

4.8.3 Proofs of environmental compliance as stated in paragraph 3.3;

4.8.4 The contractor shall provide proof of acceptable past performance in receipting and inspecting ammunition for disposal at their designated processing facility in accordance with applicable country's regulations.

4.8.5 The contractor shall provide proof of acceptable past performance in safely storing ammunition awaiting disposal at their designated processing facility in accordance with applicable country's regulations.

5.0 MANAGEMENT

5.1 Project Management.

The Contractor shall provide project management on this Demilitarization and Disposal contract.

5.1.1 Project Manager.

The Contractor shall provide a designated Project Manager for this disposal contract. The project manager shall have the responsibility and authority to manage all aspects of the work and be able to make decisions on behalf of the company. The Project Manager will be the sole interface with the TA, DAEME 6 at 1-819-994-8920.

5.1.2 Post Contract Award Meeting.

The Contractor shall hold a post contract award meeting within 14 calendar days of the contract award and shall prepare minutes.

5.1.3 Progress Review Meetings.

The Contractor shall hold Progress Review Meetings on an as required basis with the TA and upon completion of the work and as required by the CA and provide minutes to all meetings within fourteen days of the completion of the meeting. All meeting minutes shall be provided to the TA for approval prior to general distribution. Additional Progress Review Meetings may be requested by the Contractor, TA or CA and will be held at the discretion of the CA. The contractor shall prepare Minutes of the Meeting, in Microsoft Word (MS Word) format and deliver a finalized set of Minutes to the TA and CA within 2 weeks of the project meeting

5.1.4 Risk Management.

The Contractor shall identify the risk issues involved in the disposal/demilitarization contract and provide information regarding how they intend to mitigate them.