

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

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/B		Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8484-08XA23		Date 2013-04-29
GETS Reference No. - N° de référence de SEAG PW-\$\$BK-372-23726		
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 2013-06-04		Time Zone Fuseau horaire Eastern Standard Time EST
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:		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

Amendment one is issued to correct the initial posting, and to advise that the evaluation criteria will be posted soon.

Delete: Pages 2 to 20, and

Replace with:

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List of Annexes:

- Annex A Statement of Work
Annex B Evaluation Criteria

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of National Defence has a requirement to secure the services of a company qualified to perform disposal, demilitarization, recycling and resource recovery of NSN: 1320-01-260-8720, 155mm Dual Purpose Individual Cluster Munitions (DPICM) Projectiles.

The proposed Contractor shall provide all the necessary material, equipment, property, licenses 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.

The Bidder is to provide a proposal to complete the work defined and detailed in the Statement of Work, attached hereto as Annex A and forming part of this Request for Proposal (RFP)

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

1.1 SACC Manual Clauses

A9130T (2011-05-16)

Controlled Goods

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

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

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (four (4) hard copies),

Section II: Financial Bid (two (2) hard copies),

Section III: Certifications (two (2) hard copies).

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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, in accordance with Annex A the Statement of Work and Annex B the Evaluation Criteria.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian Dollars, The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Clauses

C3011T (2010-01-11) Exchange rate

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Evaluation Criteria detailed and defined in Annex B, Evaluation Criteria.

1.2 Financial Evaluation

The Bidder with the Lowest Compliant Bid will be recommended for award of a contract.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared

non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required with the Bid

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

1.2 Federal Contractors Program - Certification

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.3 Rate or Price Certification

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Canada.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Department of National Defence has a requirement to secure the services of a company qualified to perform disposal, demilitarization, recycling and resource recovery of NSN: 1320-01-260-8720, 155mm Dual Purpose Individual Cluster Munitions (DPICM) Projectiles.

The proposed Contractor shall provide all the necessary material, equipment, property, licenses 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.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract is from Contract Award Date to

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ida-Marie Razeau or Designate
Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector (DMPS)
Place du Portage, Phase III, 8C2
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-0578
Facsimile: 819-956-0636
E-mail address: ida-marie.razeau@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The

Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: TO BE ASSIGNED

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

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

5.3 Contractor's Representative

TO BE ASSIGNED

6. Payment

6.1 Basis of Payment

The Contractor shall be paid firm unit prices of \$ _____ in Canadian Dollars, GST/HST and customs duties are extra and to be shown as a separate line item, for an overall estimated value of \$ _____.

6.2 SACC Clauses

H1001C (2008-05-12) Multiple Payments
 C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign- Based Contractor
 D5510C (2012-02-16) Quality Assurance Authority
 D5620C (2012-07-16) Release Documents - Distribution
 D5604C (2008-12-12) Release Documents - Department of National Defence - Foreign-Based Contractor
 D5605C (2010-01-11) Release Documents Department of National Defence - United States Contractor
 D5606C (2012-07-16) Release Documents Department of National Defence - Canadian Contractor
 A9131C (2011-05-16) Controlled Goods Program
 B4060C (2011-05-16) Controlled Goods.

7. 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:

Company name, address, and telephone number
 Date
 Contract Number
 Financial Code
 Period of Services.

a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

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. (Insert the name and address of the organization)

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) one (1) copy must be forwarded to the consignee.

8. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19) General Conditions - Services - Medium Complexity
- (d) Annex A, Statement of Work
- (e) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))

11. Defence Contract

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

13. Insurance.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

14. Registration - US Code of Federal Regulations

1. As this item may require transport to the United States of America, from Canada, the item must be registered in accordance with the US Code of Federal Regulations (CFR) 49 part 171. The item must be assigned an EX number in accordance with CFR 49-171.8 and classified in accordance with CFR 49 - 171.12(a).

2. The Contractor will obtain an EX number directly associated with the specified NATO Stock Number (NSN).

3. Request for EX numbers is to be forwarded to:

Eleanor Lawson
U.S. Department of Transportation
HMS/OHMEA/Approvals
1200 New Jersey Avenue, SE
East Building, 2nd Floor, Rm. E23-443
Washington, DC 20590
Tel: 202-366-3987
Fax: 202-366-3753
E-Mail approvals@dot.gov

4. The Contractor will provide the classification certificate for the Contract item(s) on or before delivery of the items to the Technical Authority. However, delivery will not be delayed if an EX number cannot be obtained prior to the product being delivered. The Contractor will advise the Technical Authority of the circumstances for the delay in obtaining the EX number. The Contractor will provide the EX Number to the Technical Authority immediately after been assigned.

Solicitation No. - N° de l'invitation

W8484-08XA23/B

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

372bk

Client Ref. No. - N° de réf. du client

W8484-08XA23

File No. - N° du dossier

372bkW8484-08XA23

CCC No./N° CCC - FMS No/ N° VME

5. If an EX number cannot be provided by the contractor all pertinent information such as drawings of components, energetic material description and percentage use in all compositions will be provided to the Technical Authority through the Contracting Authority.

6. The EX number will be annotated on the Ammunition Data Card under Remarks, Block 17.