



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

**Bid Receiving - PWGSC  
11 Laurier St.  
Place du Portage, Phase III  
Core 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> M119 Red Bag Propellant Disposal	
<b>Solicitation No. - N° de l'invitation</b> W8486-195723/C	<b>Date</b> 2019-09-06
<b>Client Reference No. - N° de référence du client</b> W8486-195723	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BK-383-27444	
<b>File No. - N° de dossier</b> 383bk.W8486-195723	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-11-07</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Langdon (bk div), Darren	<b>Buyer Id - Id de l'acheteur</b> 383bk
<b>Telephone No. - N° de téléphone</b> (819) 939-0951 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

Before award of a contract, the following conditions must be met:

- a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **1.1.1 Security Requirements – Foreign Bidders**

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1.1.1.1 The Foreign recipient Contractor must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

1.1.1.2 The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:

- a) The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- b) The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
- c) The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
- d) The Foreign recipient Contractor must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:

- i. Personnel have a need-to-know for the performance of the contract;
- ii. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
- iii. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
- iv. The Government of Canada reserves the right to deny access to Canadian restricted sites to a foreign recipient Contractor/Subcontractor for cause.

1.1.1.3 The foreign recipient Contractor/Subcontractor requiring access to Canadian restricted sites, under this contract/subcontract, must submit a Request for Site Access to the Departmental Security Officer of the Department of National Defence Canada.

1.1.1.4 In the event that a Foreign recipient Contractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

1.1.1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

1.1.1.6 The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex D.

## **1.2 Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

## **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 National Security Exception**

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

### **1.4.1 Restriction of Bid/Work**

In order to submit a bid proposal, Bidders must currently operate in and complete all of the work in one of the countries listed on the Automatic Firearms Country Control List (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-91-575/FullText.html>) or be a current and active member of the North Atlantic Treaty Organization (NATO) as listed at [https://www.nato.int/cps/en/natohq/nato\\_countries.htm](https://www.nato.int/cps/en/natohq/nato_countries.htm)

## **1.6 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **1.7 Phased Bid Compliance**

The Phased Bid Compliance Process (PBCP) applies to this requirement.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 2018-05-22 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

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

**Delete:** 60 days  
**Insert:** 365 days

Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:

**Delete:** subsection 2 in its entirety  
**Insert:**

#### 2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessousmissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessousmissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the

- conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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.

### 2.1.1 **SACC Manual Clauses**

## 2.2 **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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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

## **2.6 Optional Site Visit**

There will be an optional opportunity for the Bidder or a representative of the Bidder to visit the storage site. Arrangements have been made for the site visit to be held at CFAD DUNDURN, Saskatchewan on TBD October 2019.

Bidders must communicate with the Contracting Authority no later than 2:00 PM EST on TBD September 2019 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 2.7 Controlled Goods Program- Bid

2.7.1 As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:

- a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

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

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

## 2.8 Substantial Information

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

- a) Annex 'A' – Statement of Work

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

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies and 2 soft copies on CD/DVD)
- Section II: Financial Bid (2 hard copies and 2 soft copies on CD/DVD)
- Section III: Certifications (1 hard copies and 1 soft copies on CD/DVD)
- Section IV: Additional Information (2 hard copies and 2 soft copies on CD/DVD)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- a. 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
- b. 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.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “F” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.2 Pricing**

Bidders must submit their financial bid as follows:

- a. Bids must be Firm prices submitted in Canadian dollars.
- b. Pricing must only appear in the financial bid and must not appear in any other part of the Bidder's proposal

### **3.1.3 Exchange Rate Fluctuation**

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

## **Section III: Certifications**

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

## **Section IV: Additional Information**

### **3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

3.1.4.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

3.1.4.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

All items identified in Annex "C" – Bid Evaluation must be proven to be compliant for a bid to be determined successful.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause A0220T 2014-06-26, Evaluation of Price

### **4.2 Phased Bid Compliance**

#### **4.2.1 Phased Bid Compliance Process**

##### **4.2.1.1 (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 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.2.1.2 (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 Public Works and Government Services.
- (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 4.2.1.2 c, Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

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

#### **4.2.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.2.1.4 (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.

#### **4.2.2 (2017-07-31) Technical Evaluation**

##### **4.2.2.1 (2017-07-31) Mandatory Technical Criteria**

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

#### **4.3 Basis of Selection**

Solicitation No. - N° de l'invitation  
W8476-195723/C  
Client Ref. No. - N° de réf. du client  
W8476-195723/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
383bk. W8476-195723

Buyer ID - Id de l'acheteur  
383bk  
CCC No./N° CCC - FMS No./N° VME

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#### **4.3.1 Basis of Selection - Mandatory Technical Criteria**

*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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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W8476-195723/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
383bk

Client Ref. No. - N° de réf. du client  
W8476-195723/C

File No. - N° du dossier  
383bk. W8476-195723

CCC No./N° CCC - FMS No./N° VME

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The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 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

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).

The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
- b. *Industrial Security Manual* (Latest Edition).

#### 6.1.1 Security Requirements – Foreign Countries

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

The Foreign recipient Contractor must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.

The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:

- a. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- b. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
- c. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an

owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

- d. The Foreign recipient Contractor must not permit access to Canadian restricted sites, except to its personnel subject to the following conditions:
  - i. Personnel have a need-to-know for the performance of the contract;
  - ii. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
  - iii. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
  - iv. The Government of Canada reserves the right to deny access to Canadian restricted sites to a foreign recipient Contractor/Subcontractor for cause.

The foreign recipient Contractor/Subcontractor requiring access to Canadian restricted sites, under this contract/subcontract, must submit a Request for Site Access to the Departmental Security Officer of the Department of National Defence Canada.

In the event that a Foreign recipient Contractor is chosen as a supplier for this contract, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.

The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex B.

## **6.2 Statement of Work**

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

## **6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

2010C 2018-06-21, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.3.2 Supplemental General Conditions**

4009 2013-06-27 Professional Services - Medium Complexity, apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to *(to be completed before contract award)* inclusive

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Darren Langdon  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence and Marine Procurement Branch  
975 Boul-Saint Joseph  
Gatineau, QC  
K1A 0K2

Telephone: 819-939-0951  
E-mail address: Darren.langdon@tpsgc-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.

### 6.5.2 Procurement Authority

The Procurement Authority for the Contract is:  
*(To be completed prior to Contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:  
*(To be completed prior to Contract award)*

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

Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

**6.5.4 Contractor's Representative**  
(To be completed prior to Contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (to be completed before contract award). Customs duties are included 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

**6.7.2 Limitation of Price**

SACC Manual clause C6000C 2017-08-17, Limitation of Price

**6.7.3 Milestone Payments – Subject to Holdback**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

#### **6.7.3.1 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Contract in accordance with Annex "B" – Basis of Payment.

#### **6.7.4 SACC Manual Clauses**

SACC Manual clause C4001C 2014-06-26, Travel and Living Expenses - No allowance for profit and overhead

#### **6.7.5 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)

#### **6.8 Invoicing Instructions**

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

### **6.8.1 Inspection and Acceptance**

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

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

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

#### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

If there is a discrepancy between the wordings 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 supplemental general conditions 4009 2013-06-27 Professional Services - Medium Complexity;
- c. the general conditions 2010C 2018-06-21, General Conditions - Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex D, Security Requirements Check List;
- f. the Contractor's bid dated \_\_\_\_\_

### **6.12 Defence Contract**

SACC Manual clause A9006C 2012-07-16, Defence Contract

### **6.13 SACC Manual Clauses**

SACC Manual clause [A9062C](#) 2011-05-16, Canadian Forces Site Regulations  
SACC Manual clause [A1009C](#) 2008-05-12, Work Site Access  
SACC Manual clause [A9131C](#) 2014-11-27, Controlled Goods Program  
SACC Manual clause [D2025C](#) 2017-08-17, Wood packaging materials

## 6.14 Quality

SACC Manual clause [D5510C](#) 2017-08-17, Quality assurance authority (Department of National Defence): Canadian-based contractor  
SACC Manual clause [D5515C](#) 2010-01-11, Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

### 6.14.1 ISO 9001:2015 - Quality Management Systems

SACC Manual clause [D5540C](#) 2019-05-30, ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q) is incorporated by reference and form part of this contract.

### 6.14.2 Release Documents

*(To be completed prior to Contract award)*

SACC Manual clause [D5606C](#) 2012-07-16, Release Documents - Canadian-based Contractor, is incorporated by reference and form part of this contract.

OR

SACC Manual clause [D5605C](#) 2010-01-11, Release Documents - United States-based Contractor, is incorporated by reference and form part of this contract.

OR

SACC Manual clause [D5604C](#) 2008-12-12, Release Documents - Foreign-based Contractor, is incorporated by reference and form part of this contract.

### 6.14.3 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, Ontario, K1A 0K2  
Attention: DLP 3-1-6

- a) One (1) copy to the Quality Assurance Representative;
- b) One (1) copy to the Contractor; and
- c) 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, Ontario, K1A 0K2

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

## **6.15 Environmental Impairment Liability Insurance**

The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The Contractors Pollution Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

### **For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

### **For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any

Solicitation No. - N° de l'invitation  
W8476-195723/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
383bk

Client Ref. No. - N° de réf. du client  
W8476-195723/C

File No. - N° du dossier  
383bk. W8476-195723

CCC No./N° CCC - FMS No./N° VME

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difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs  
(inclusive of costs and interest) on behalf of Canada

## **ANNEX "A" – Statement of Work**



### **NOTICE**

This documentation has been reviewed by the technical authority and does not contain controlled goods.

### **AVIS**

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

## 1. Scope

1.1. The Department of National Defence (DND) has a requirement for the Destruction, Demilitarization and disposal of Propelling Charge 155 mm Howitzer, M119A1 and M119A2 (hereinafter collectively referred to as "Propelling Charge").

### 1.2. Purpose

1.2.1. The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor to collect, transport, Destroy, Demilitarize, recycle and dispose of Propelling Charge and its components, including Residual Materials and packaging materials such as wood pallets and dunnage, in an environmentally sound manner that is approved by the Authority or Authorities Having Jurisdiction (AHJ).

### 1.3. Background

1.3.1. The Propelling Charge was introduced into the Canadian Armed Forces (CAF) service in 1980 for the 155 mm Howitzer Gun. It was originally procured from the United States (US) by way of Foreign Military Sales, then by direct purchase from US and Canadian manufacturers. In 2005, the CAF retired the Propelling Charge and removed it from service, eventually declaring it surplus and made available for disposal by Destruction.

1.3.2. The Propelling Charge is of US origin, a Defense Article (22 CFR 120.6) grouped under Category III(a) in the US Munitions List (22 CFR 121.1) of the US *International Traffic in Arms Regulations* (ITAR). Disposal constitutes a change in end-use for which prior consent from the US Government is required.

1.3.3. The US Department of Defense holds the Propelling Charge's Intellectual Property rights, design patent and the Military Specifications. DND will not provide any Technical Information or Technical Data Package concerning the Propelling Charge.

1.3.4. In Canada, the Propelling Charge is a Controlled Good, subject to legislation that includes the *Defence Product Act, Explosives Act, Transportation of Dangerous Goods Act, 1992, Export and Import Permits Act*, and regulations associated with the aforementioned *Acts*.

1.3.5. Shipping data for the Propelling Charge, according to the Natural Resources Canada's Certificates of Authorizations are:

- a) UN Number: 0242
- b) Proper Shipping Name: CHARGES, PROPELLING, FOR CANNON
- c) Hazard Classification Code: 1.3C
- d) Hazard Category: PE 3

1.3.6. All Propelling Charge is still packaged in its original metal or plastic container, and the majority of the Propelling Charge is still packed on its original wood pallet and dunnage. Those wood products came from US in the 80's may have been treated with pentachlorophenol, a toxic substance that constitutes an environmental contaminant and a health hazard; identification can be confirmed by the presence of a black "P", "PA", "PB" or "PC" on the wood products.

1.3.7. DND regularly performs High Performance Liquid Chromatography (HPLC) tests on the propellant of the Propelling Charge. The latest assessment was completed in January 2019 and the results concluded the Propelling Charge in this SOW is chemically stable to handle, transport and store until 2023, under the assumption that the Propelling Charge will not be exposed to harsh environmental conditions such as extremely high/low temperature and humidity. Historical and January 2019 HPLC test results are detailed in Appendix 1 – Table A1-1.

- 1.3.8. During a Receipt Inspection at Canadian Forces Ammunition Depot (CFAD) Dundurn on 14 September 2018, 7 out of 20 rayon bags of a M119A2 LOT manufactured in 1985 (not part of this SOW) were found to be easily torn apart, whereby the propellant spilled inside the metal containers. The tearing of the bag may be due to the age of the material and the need for extra caution was flagged to Canadian Armed Forces (CAF) members when disassembling the remaining Propelling Charge in the inventory.
- 1.3.9. There are 6 NATO Stock Numbers (NSN) of the Propelling Charge and its components requiring the completion of the Certificates of Destruction/Demilitarization (DND 2586), quantity of each NSN item is identified in Table A-1.

Table A-1: NSN and quantity.

NSN	Description	Quantity
1320-01-051-4132	Propelling Charge 155mm Howitzer M119A1	1,649
1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	30,956
1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2	31,536
1390-21-841-6467	M82 Percussion Primer	47,576
8140-21-902-1096	C118 Plastic Container	31,536
8140-00-262-9365	PA37A1 Metal Container	32,605

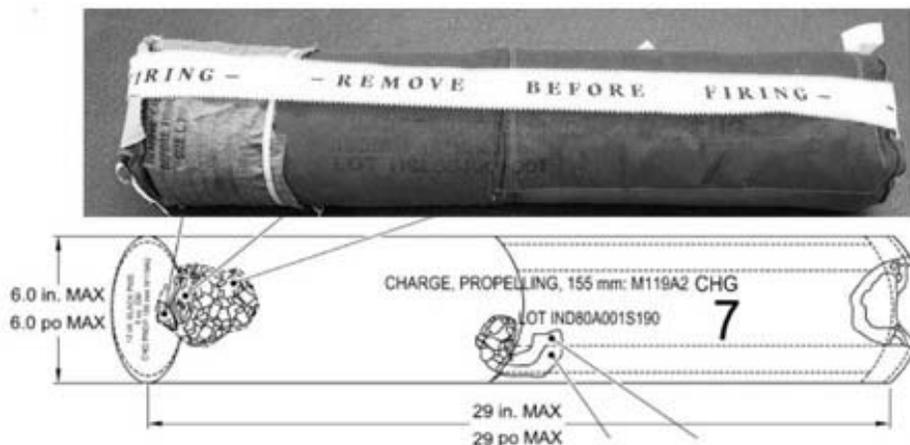
Figure A-1: Propelling Charge and its components.



(a) PA37A1 metal container.



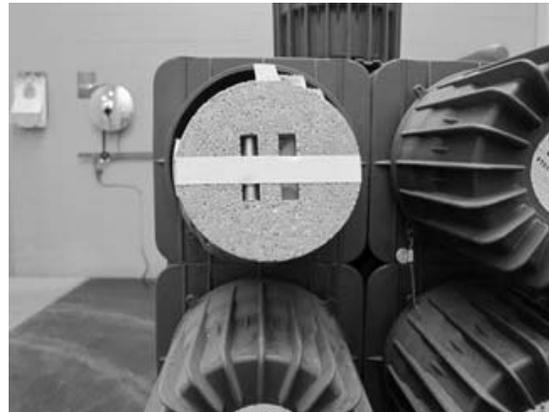
(b) C118 plastic container.



(c) Charge bag.



(d) Primer inside the metal container.



(e) Primer inside the plastic container.

1.3.10. NSN 8140-00-262-9365 and NSN 8140-21-902-1096 are shipping containers for the Propelling Charge (Figures A-1 (a) and (b)). Each container contains one charge bag (Figure A-1 (c)), and some containers also contain M82 percussion primers (Figures A-1 (d) and (e)); when present, one primer per Propelling Charge. For details of the LOT Number, quantity and palletization information, see Appendix 1 – Table A1-2.

1.3.11. C118 plastic container is injection moulded in two parts using Sclair 2909/9300 high density polyethylene for the body and Zenoy 6620 for the closure cap. The container is end opening with a slightly tapered cylindrical cavity. The closure cap is cylindrical and threaded internally to mate with the external thread of the body providing a “twist-lock” cap system. A seal is fitted in to the cap to contact the open end of the body and another seal is fitted on the body to contact the end of the cap.

1.3.12. The forward end of the charge bag is sheathed by an 85 g (3 oz) lead (Pb) foil liner.

1.3.13. Net Explosives Quantity (NEQ). Explosives information of the Propelling Charge:

Table A-2: NEQ information.

NSN	Propellant Type	NEQ per Unit	Units per Pallet	NEQ per Pallet
1320-01-051-4132	M6	9.554 kg	25	238.85 kg
1320-21-892-9744	M6	9.63 kg	20	192.6 kg
1320-21-902-6168	M6	9.63 kg	20	192.6 kg

#### 1.4. List of Acronyms and Abbreviations

Table A-3: Acronyms and Abbreviations

Abbreviation	Description
AHJ	Authority (or Authorities) Having Jurisdiction
CA	Contracting Authority
CAF	Canadian Armed Forces
CDRL	Contract Data Requirements List
CFAD	Canadian Forces Ammunition Depot
CFR	Code of Federal Regulations
CGSB	Canadian General Standards Board
DID	Data Item Description
DND	Department of National Defence
HPLC	High Performance Liquid Chromatography
IPPC	International Plant Protection Convention

ISPM 15	International Standards for Phytosanitary Measures No. 15
ITAR	International Traffic in Arms Regulations
MEL	Master Equipment List
NEQ	Net Explosives Quantity
No.	Number
NSN	NATO Stock Number
OB	Open Burning
OD	Open Detonation
PA	Procurement Authority
SOW	Statement of Work
TA	Technical Authority
TRA	Threat and Risk Assessment
UN	United Nations
US	United States
WBS	Work Breakdown Structure

## 1.5. Terminology

- 1.5.1. Accident means any undesired event involving the premature or unintended or initiation of the Propelling Charge that results in material losses, personal injury or death.
- 1.5.2. Authority Having Jurisdiction (AHJ) means any governmental body in Canada or any other country that has the statutory, regulatory or enforcement responsibility for regulating or otherwise permitting the performance of any requirement set out in this Statement of Work, or the official or agency designated by that body to exercise such a function.
- 1.5.3. Compromise means when there is a possibility or certainty as to whether access, Demilitarization, Destruction, examination, possession of controlled assets, occurred without authorization.
- 1.5.4. Controlled Goods mean the goods referred to in the Schedule of the *Defence Production Act*.
- 1.5.5. Defense Article means a good of United States origin, as defined in section 120.6 of the *International Traffic in Arms Regulations* of the United States *Code of Federal Regulations*, as amended from time to time.
- 1.5.6. Demilitarization means the final act of removing or otherwise nullifying the military potential and any form of identification of a munition prior to its release to the general public.
- 1.5.7. Destruction means the action or process of causing the Energetic Material to function explosively or, to be Destroyed thermally or chemically.
- 1.5.8. Energetic Material is a substance or mixture of substances that, through chemical reaction, is capable of rapidly releasing energy.
- 1.5.9. Environment means the components of the Earth and includes:
- air, land, and water;
  - all layers of the atmosphere;
  - all organic and inorganic matter and living organisms; and
  - the interacting natural systems that include components referred to in a) to c).
- 1.5.10. Hazardous Material means any material or substance that, if handled improperly, could cause harm to human health, the environment or property, including any material or substance that, under Canadian law or the law of a foreign state, is controlled as being, or is considered to be, deleterious, noxious, radioactive, toxic or otherwise dangerous.

- 1.5.11. Incident means any undesired event involving the Propelling Charge that could, but does not, result in material losses, personal injury or death. For examples:
- a) Any event involving the unintentional or premature detonation, initiation or ignition of the Propelling Charge not resulting in material loss, personal injury or death;
  - b) Any event involving the theft or loss or compromise of the Propelling Charge;
  - c) Any event resulting in the damage to the Propelling Charge or suspected of damage to the Propelling Charge; or
  - d) Any discrepancy discovered during the disassembling of the Propelling Charge.
- 1.5.12. Loss means when a Controlled Good owned by DND can no longer be found.
- 1.5.13. LOT Number (LOT). Ammunition is manufactured in groups or batches known as LOT. These LOTs are numbered sequentially and provide a unique means of tracking and documenting the performance of ammunition to ensure safe, consistent functioning.
- 1.5.14. Mutilation means the act of making an item unfit for its intended purpose by breaking, crushing, cutting, drilling, punching and shredding.
- 1.5.15. Open Burning (OB) means the burning or combustion of Propelling Charge in the external environment, without the control or containment of the resulting releases of any combustion by-products.
- 1.5.16. Open Detonation (OD) means the detonation of Propelling Charge in the external environment, without the control or containment of the resulting releases of any combustion or explosion by-products.
- 1.5.17. Residual Material means after the Propelling Charge has been Demilitarized, the remaining of the item can no longer be used or returned for its intended purpose. Examples, including without limitation, rubber seals, "O" rings, gasket, inserts, elastomer springs, foam, plastics, metals, paper, cardboard, fibreboard, fibreboard cartons, particleboard, and any and all other relevant components.

## **2. APPLICABLE DOCUMENTS**

### **2.1. Government of Canada Acts, Regulations and Publications (not supplied by DND)**

- a) *Defence Production Act*
  - i. *Controlled Goods Regulations*
- b) *Explosives Act*
  - i. *Explosives Regulations, 2013*
- c) *Export and Import Permits Act*
  - i. *Export Control List*
  - ii. *Export Permits Regulations*
- d) *Transportation of Dangerous Goods Act, 1992*
  - i. *Transportation of Dangerous Goods Regulations*
- e) *Guidelines for the Use, Handling and Disposal of Treated Wood*, Parks Canada, March 2009.

### **2.2. International Regulations and Publications (not supplied by DND)**

- a) *Characterization of Air Emissions from Open Burning and Open Detonation of Gun Propellants and Ammunition*, US Environmental Protection Agency, US Army with Canadian Department of National Defence, November 2016.
- b) *International Ammunition Technical Guideline, Surveillance and in-service proof*, IATG 07.20, United Nation Office for Disarmament Affairs, second edition, 2015.
- c) *International Standards for Phytosanitary Measures*, ISPM 15, Regulation of Wood Packaging Material in International Trade, 2009.

- d) *Pentachlorophenol-Treated Materials*, US Army Environmental Hygiene Agency, September 1991.
- e) *US International Trade in Arms Regulations (ITAR)*, 22 CFR 120-130.
- f) *Technical Guide 146, Guide for Handling, Reuse, and Disposal of Chemically Treated Wood Material*, US Army Public Health Center, January 2017.
- g) *TM 43-0001-28, Technical Manual, US Army Ammunition Data Sheets, Artillery Ammunition, Guns, Howitzer, Mortars, Recoilless Rifles, Grenade Launchers and Artillery Fuzes*, 1994.

### 3. General Requirements

- 3.1. The Contractor must provide all necessary resources, including but not limited to, material, equipment, facilities, permits and licences, and personnel to perform the task identified in this SOW. The Contractor must assume the full responsibility for the collection, transportation, Destruction, Demilitarization, obliteration of markings, recycling and disposal, security and safety, storage and handling, testing and reporting chemical stability of the Propelling Charge.
- 3.2. Compliance with AHJ. The Contractor must identify and obtain all authorizations necessary to complete the tasks under this procurement from all relevant AHJ both in Canada and in any other country. The Contractor must execute and ensure that its subcontractor(s) execute tasks in compliance with the requirements of any and all AHJ, including the requirements of any statute, licence, or other law or by-law, or regulation.
- 3.3. Authorizations by AHJ. The Contractor must, through its own means, obtain, maintain and ensure its subcontractors obtain and maintain all applicable AHJ authorizations (for example, licences, certificates, permits, registrations, approvals, and permissions) that are required in Canada and in any other country for the performance of the tasks.
- 3.4. The Contractor must provide copies of all applicable AHJ authorizations to Canada, in accordance with CDRL-001 / DID-001. Without limitation, examples of domains that such AHJ authorizations may encompass are ammunition and explosives, Defense Articles, Controlled Goods, dangerous goods, Hazardous Material, operations, testing, examination, possession, transfer, storage, transportation, Destruction, Demilitarization, recycling, disposal, exportation, importation, Environment, and occupational health and safety.
- 3.5. Communications with AHJ. The Contractor must submit a copy of the communication record between the Contractor and the AHJ, with respect to the matter that is related to this SOW, within 5 business days of the communication having taken place, to Canada, in accordance with CDRL-002 / DID-002.
- 3.6. Certification of Destruction/Demilitarization. The Contractor must establish a Destruction and Demilitarization schedule, in coordination with the Technical Authority (TA), to ensure DND/CAF personnel or Canada representative will be physically present to witness and certify the Destruction and Demilitarization of each of the Propelling Charge LOT.
- 3.7. The Contractor must sign the Certificate of Destruction/Demilitarization (DND 2586), verifying and certifying they actually performed the Destruction and Demilitarization of the Propelling Charge as defined in the Project Work Plan.
- 3.8. The signing official must be the Contractor's representative who witnessed or performed the Destruction and Demilitarization of the Propelling Charge.
- 3.9. Visit Clearance Requests. The Contractor must provide support to obtain Visit Clearance Requests or equivalent, for DND/CAF personnel or Canada representative to enter the Contractor's and its subcontractors' facilities.
- 3.10. Technical Information of Propelling Charge. The Contractor must obtain all necessary technical documentation or determine the information by technical assessment as required to establish and safely

perform the Destruction, Demilitarization and disposal operations. The Contractor must recognize and obtain all information required in order to complete the requirements identified in this SOW.

- 3.11. ISPM 15. Wood packaging materials used for storing and transporting Propelling Charge pre-dated the *International Standards for Phytosanitary Measures* – ISPM 15. The majority of wood pallets and dunnage in this SOW do not have the International Plant Protection Convention (IPPC) seal. The Contractor must provide solution and resources to meet ISPM 15 requirements, if applicable. CFAD Dundurn will not provide facility or resources to assist in the re-palletization activity.
- 3.12. Transfer of Title. The Contractor must assume the full responsibility for any and all movement and activities beyond the initial loading site at CFAD Dundurn. Canada retains the title of the Propelling Charge and does not transfer the title until the Destruction and Demilitarization processes are complete, and the Certificates of Destruction/Demilitarization are signed, submitted to and accepted, in writing, by Canada.
- 3.13. HPLC Test. The Contractor must perform a new round of HPLC tests in November 2023 on the LOTs that are not scheduled to complete the Destruction and Demilitarization processes until 2024.
- 3.14. The Contractor must have temperature monitoring or control system to track storage temperature of the Propelling Charge while in transit and at the storage facility.
- 3.15. The Contractor must perform HPLC test within 5 business days when the storage temperature of the Propelling Charge:
- Exceeds +40°C (+104°F) for 3 consecutive months, 24 hours a day, 7 days a week;
  - Exceeds +71°C (+160°F) for more than 3 hours per day in 7 consecutive days; or
  - Drops below -54°C (-65°F) for more than 3 consecutive days.
- 3.16. The Contractor must report the HPLC test results to Canada in accordance with the CDRL-003 / DID-003.
- 3.17. The Contractor must Destroy and Demilitarize the LOTs within 20 business days when the HPLC test results indicated the effective percentage of diphenylamine, the active stabilizer, drops below 20%.
- 3.18. Constraints**
- 3.18.1. Open Burning and Open Detonation (OB/OD). The Contractor must not utilize OB/OD technologies to Destroy, Demilitarize and dispose of the Propelling Charge and its components.
- 3.18.2. Pre-conditions for Propelling Charge Collection and Transportation. The Contractor will be authorized to collect and transport the Propelling Charge from CFAD Dundurn when all of the following conditions are met:
- The Contractor has obtained and submitted all applicable AHJ authorizations to Canada that the Contractor and its subcontractor(s) are permitted and authorized to perform the tasks identified in this SOW;
  - The Contractor has obtained and submitted the Canada Export Permit, if applicable, to Canada;
  - The Contractor's Project Work Plan has been accepted, in writing, by Canada;
  - The Threat and Risk Assessment (TRA) has been completed and approved, in writing, by Canada, in accordance with Section 3.19.10 to 3.19.14; and
  - The Contractor's collection and transportation schedule and the Destruction and Demilitarization schedule have been accepted by Canada.
- 3.18.3. Project Timelines. Work must commence and be completed as follows:

- a) The Contractor must collect and transport all Propelling Charge from CFAD Dundurn to the Contractor's Destruction facility within 24 months of the Project Work Plan's acceptance by Canada.
- b) The Contractor must complete the Destruction, Demilitarization and disposal of all Propelling Charge within 36 months of the Project Work Plan's acceptance by Canada.

### 3.19. Support Provided by CFAD Dundurn

3.19.1. All Propelling Charge will be consolidated at CFAD Dundurn and the civic address of CFAD Dundurn is

CFAD Dundurn  
Building 268  
Little Crow Avenue  
Dundurn, Saskatchewan  
S0K 1K0  
Canada

3.19.2. Limitations at CFAD Dundurn. CFAD Dundurn will perform loading operations, including bracing and stacking, to prepare the Propelling Charge for transportation. However, the Contractor must account for the following limitations when establishing the collection and transportation schedule.

3.19.3. CFAD Dundurn has only road service. Service by other transportation mode, for example, air, rail and sea, is not available.

3.19.4. CFAD Dundurn can only perform loading operations on the following types of shipping trucks:

- a) 45-foot semi-trailer truck; or
- b) 53-foot semi-trailer truck.

3.19.5. CFAD Dundurn has limited resources to support the loading operations of Propelling Charge, its maximum loading capacity is 3 trucks per day.

3.19.6. CFAD Dundurn can marshal up to 6 trucks in its shipping and receiving area at any specific time period. The Contractor may have to position the transportation vehicles at CFAD Dundurn up to 5 business days prior to the collection.

3.19.7. Number of Pallets. Propelling Charge pallets can be double-stacked. CFAD Dundurn can position:

- a) 53-foot semi-trailer truck:
  - i. NSN 1320-01-051-4132 Propelling Charge (metal container), 32 pallets per truck; gross weight 544 kg per pallet;
  - ii. NSN 1320-21-892-9744 Propelling Charge (metal container), 44 pallets per truck; gross weight 420 kg per pallet;
  - iii. NSN 1320-21-902-6168 Propelling Charge (plastic container), 40 pallets per truck; gross weight 380 kg per pallet.
- b) 45-foot semi-trailer truck:
  - i. NSN 1320-01-051-4132 Propelling Charge (metal container), 32 pallets per truck; gross weight 544 kg per pallet;
  - ii. NSN 1320-21-892-9744 Propelling Charge (metal container), 40 pallets per truck; gross weight 420 kg per pallet; or
  - iii. NSN 1320-21-902-6168 Propelling Charge (plastic container), 40 pallets per truck; gross weight 380 kg per pallet.

- 3.19.8. For each shipment, CFAD Dundurn will provide a copy of the Emergency Response Guide from the 2016 (or the latest) Emergency Response Guidebook which covers the following:
- a) Potential Hazards – Fire, Explosion and Health;
  - b) Public Safety – Protective Clothing and Evacuation; and
  - c) Emergency Response – Fire, Spill Leak and First Aid.
- 3.19.9. CFAD Dundurn will provide special instructions and emergency contact information in case of a Class 1 incident on the DND's Waybill/Straight Bill of Lading form.
- 3.19.10. Threat and Risk Assessment (TRA). CFAD Dundurn will perform TRA on activities that may have risks that if not mitigated, could result in incidents that could affect DND/CAF at the departmental and operational level.
- 3.19.11. For Contractor's Destruction facility located within Canada, 15 business days prior to the first shipment, the Contractor must submit a Transportation Plan, in accordance with CDRL-004 / DID-004 to Canada for TRA approval.
- 3.19.12. For Contractor's Destruction facility located outside Canada, 30 business days prior to the first shipment, the Contractor must submit a Transportation Plan, in accordance with CDRL-004 / DID-004 to Canada for TRA approval.
- 3.19.13. The Contractor must submit a new TRA request to Canada whenever there is a deviation from the approved TRA, the 15 or 30 business-day constraint remains.
- 3.19.14. Based on the TRA results, CFAD Dundurn may mandate the Contractor to implement modifications to the transportation route and schedule, or implement certain reasonable mitigating measures, in the interest of safety and security.

### **3.20. Kickoff Meeting**

- 3.20.1. The Contractor must organize a Kickoff Meeting at CFAD Dundurn or at the Contractor's Destruction facility within 40 business days or upon a mutually agreed date and time after contract award, to review and discuss items and tasks that include, without limitation:
- a) Contractual requirements and cost breakdown;
  - b) Scope of work;
  - c) Mode of transportation;
  - d) Collection and transportation schedule;
  - e) Destruction and Demilitarization schedule;
  - f) Contractor Project Work Plan development;
  - g) Authorizations from AHJ and restrictions; and
  - h) Reports and deliverables.
- 3.20.2. As a minimum, the Contractor's Project Manager and Demilitarization Operations Manager (or Supervisor) must attend the meeting.

### **3.21. Project Work Plan**

- 3.21.1. The Contractor must submit a draft Project Work Plan to Canada for acceptance within 40 business days after the Kickoff Meeting.
- 3.21.2. The Contractor must prepare the Project Work Plan format in accordance with CDRL-005 / DID-005.

- 3.21.3. Canada will provide comments within 20 business days of the receipt of the draft Project Work Plan and the Contractor must incorporate all comments and submit an updated version of the draft Project Work Plan to Canada within 10 business days for acceptance.
- 3.21.4. The Contractor must follow and perform all the tasks detailed and identified in the accepted Project Work Plan. The Contractor must not deviate any tasks from the accepted Project Work Plan unless the change has been accepted, in writing, by Canada.
- 3.21.5. The Contractor must ensure all personnel working on this Project understand the tasks identified in the accepted Project Work Plan and Project goals are achieved in a safe, timely, and environmental sound manner.

### **3.22. Collection and Transportation**

- 3.22.1. The Contractor must establish a mutually agreed collection and transportation schedule with CFAD Dundurn and the TA, see Section 3.19 for support from CFAD Dundurn.
- 3.22.2. The Contractor must ensure the Propelling Charge remains secure and safe to handle, transport and store while in the possession of the Contractor and its subcontractor(s).
- 3.22.3. The Contractor must conduct stock inventory control and submit a Notice of Delivery Receipt of each shipment, in accordance with CDRL-006 / DID-006.
- 3.22.4. When there is a discrepancy on the quantity of Propelling Charge received at the Contractor's Destruction facility and the shipping record originated by CFAD Dundurn, the Contractor must report to the AHJ, submit to Canada a loss or compromise report within 24 hours of its discovery or the next working day, in accordance with CDRL-007 / DID-007, and a copy of the final report prepared by the AHJ upon the completion of the investigation, if available.

### **3.23. Destruction and Demilitarization**

- 3.23.1. During the disassembly process, the Contractor must verify that the types and quantity of the items and components contained in each container correspond to the Master Equipment List (MEL) located at Appendix 1 – Table A1-3. All discrepancies must be verified, in writing, by an on-site supervisor and Canada must be notified, within 24 hours of its discovery or the next working day. The Contractor must submit an Accident or Incident report to Canada in accordance with CDRL-008 / DID-008.
- 3.23.2. For the charge bag and the M82 percussion primer packed inside the Propelling Charge container, the Contractor must Destroy them by technology, procedures and processes identified in the accepted Project Work Plan.
- 3.23.3. For the PA37A1 metal container and the C118 plastic container, the Contractor must obliterate any and all markings on the container, verify that they are free from explosives, and Demilitarize them by mutilation using one of the following methods:
  - a) Breaking – an item is broken into a minimum of two pieces;
  - b) Crushing – volume of an item is reduced to ¼ of its original size;
  - c) Cutting – an item is cut in half (lengthways), then width;
  - d) Drilling – 2 holes, minimum 5 cm each in diameter, at least 20 cm apart, are drilled through the body of an item;
  - e) Punching – 2 holes, minimum 5 cm each in diameter, at least 20 cm apart, are punched in the body of an item; or
  - f) Shredding – an item is ripped until the residue is smaller than 1 cm by 1 cm.

- 3.23.4. For Residual Materials, the Contractor must Mutilate them by cutting them in half or breaking them into 2 pieces, and verify that they are free from explosives.
- 3.23.5. The Contractor must submit signed Certificates of Destruction/Demilitarization to Canada in accordance with CDRL-009 / DID-009 for items and components listed in the MEL.
- 3.23.6. Wood pallets and dunnage are not Controlled Goods, Demilitarization is not required. However, the Contractor must remove or obliterate any markings that are present on the wooden materials as identified in Section 3.24.

### 3.24. Removal and Obliteration of All Markings

- 3.24.1. With the exception of the IPPC seal and the black markings that identify pentachlorophenol treated wood, the Contractor must remove or obliterate all markings, etchings, letterings, serial numbers, stickers, labels, seals and crests that are present on the wooden materials of the Propelling Charge.
- 3.24.2. The Contractor must remove or obliterate all markings, etchings, letterings, serial numbers, stickers, labels, seals and crests that are present on the Residual Materials, the PA37A1 and C118 containers.
- 3.24.3. Without limitation, example of these markings may encompass the identification of Hazard Classification Code, Supplementary Symbols, Proper Shipping Name, NSN, UN Number, UN Special Markings, LOT Number, Shipping Label, military, DND/CAF, the Government of Canada, data about weight, volume and quantity.

Figure A-2: Various types of markings on Propelling Charge



(a) Labels and markings.



(b) Sticker.



(c) CGSB Number



(d) UN Number and UN Special Marking.

3.24.4. Obliteration can be in the form of simple use of paint to obscure the markings, sanding or polishing. Consideration must be given to the choice of paint and the chemical compositions of the obliterating material. Use of strong adhesives and Hazardous Materials which could prove difficult to remove and cause harm to the environment and human health must not be used.

### **3.25. Recycling and Disposal**

3.25.1. The Contractor must ensure all Residual Materials are free from explosives prior to their release to the public for recycling or final disposal.

3.25.2. The Contractor must provide a Free from Explosives Certificate to the receiving entity, and a copy to Canada, in accordance with CDRL-010 / DID-010.

3.25.3. The Contractor must segregate all waste streams, including wooden materials, and recycle or dispose them in accordance with AHJ authorizations.

3.25.4. Pentachlorophenol treated wood material are toxic and must be treated as Hazardous Material, the Contractor must consult the applicable documents in Section 2 or follow local AHJ direction to handle and dispose them accordingly.

3.25.5. The Contractor must submit a Disposal Certificate for Hazardous Materials to Canada, in accordance with CDRL-011 / DID-011.

### **3.26. Reports and Deliverables**

3.26.1. The Contractor must supply all digital copies in Microsoft compatible format or searchable PDF format, in accordance with Appendix 2 - CDRLs.

3.26.2. The Contractor must ensure the digital copies are functional without the requirement for a password, an auto-run installation procedure or an Internet connection.

3.26.3. The Contractor must prepare and submit meeting minutes to Contracting Authority within 5 business days of the completion of a meeting.

3.26.4. The Contractor must prepare and deliver the following in accordance with Appendix 2 - CDRLs.

- a) Authorizations by AHJ – CDRL-001 / DID-001; SOW Section 3.4.
- b) Communications with AHJ – CDRL-002 / DID-002; SOW Section 3.5.
- c) HPLC Test – CDRL-003 / DID-003; SOW Section 3.13 to 3.17.
- d) Threat and Risk Assessment – CDRL-004 / DID-004; SOW Section 3.19.10 – 3.19.14.
- e) Project Work Plan – CDRL-005 / DID-005; SOW Section 3.21.
- f) Notice of Delivery Receipt – CDRL-006 / DID-006; SOW Section 3.22.3.
- g) Loss or Compromise Report – CDRL-007 / DID-007; SOW Section 3.22.4.
- h) Accident or Incident Report – CDRL-008 / DID-008; SOW Section 3.23.1.
- i) Certificate of Destruction/Demilitarization (DND 2586) – CDRL-009 / DID-009, SOW Section 3.23.5.
- j) Free from Explosives Certificate – CDRL-010 / DID-010, SOW Section 3.25.2.
- k) Disposal Certificate for Hazardous Material – CDRL-011 / DID-011, SOW Section 3.25.5.
- l) Monthly Progress Report – CDRL-012 / DID-012.
- m) Project Final Report – CDRL-013 / DID-013.

## **4. Project Completion**

4.1. All tasks in this SOW will be considered complete when the following activities, reports and deliverables have been successfully implemented, submitted to and accepted by Canada:

- a) All 64,141 units of Propelling Charge have been transported to the Contractor's Destruction facility;
- b) All Propelling Charge and its components in the MEL have been Destroyed and Demilitarized in accordance with the accepted Project Work Plan;
- c) All Residual Materials have been Mutilated and all markings have been obliterated;
- d) All Residual Materials have been attested free from explosives prior to their release to the public for recycling or final disposal;
- e) All Hazardous Materials have been disposed of or recycled in accordance with AHJ directions;
- f) Destruction and Demilitarization of all 14 LOTs of Propelling Charge have been witnessed by the DND/CAF personnel or Canada representative, 14 Certificates of Destruction/Demilitarization (DND 2586) have been signed, submitted to and accepted, in writing, by Canada;
- g) All photographs generated in this Project have been submitted to Canada;
- h) All CDRL/DID requirements have been met; and
- i) The Project Final Report has been submitted to and accepted by Canada.

## APPENDIX 1 – Propelling Charge Information



### **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.

**Table A1-1: M6 Propellant HPLC Test Results**

NSN	Description	LOT No.	Propellant Type	DPA Earliest Data Point % (Spec = 1.0%)	HPLC DPA Effective %							Effective Stabilizer % Remaining		
					1998	2004	2007	2009	2012	2015	2017		2019	
1320-01-051-4132	Propelling Charge 155mm Howitzer M119A1	IND80F-069972	M6	1.053	1.053	0.96	0.87			0.97			0.87	82.6
		HCL85G001-002	M6	1.01	1.01	1.01	0.98			0.97			0.88	87.1
1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	HCL86J002-001	M6	1.11	1.11	1.11	1.06			0.97			0.91	82.0
		PCE85M-3011	M6	1.21	1.21			1.19				1.08	1.11	91.7
1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE95L-3023	M6	1.05			1.05		1.21			1.16	1.15	109.5
		PCE95LA3022	M6	1.19				1.19				1.12	1.10	92.4
		PCE96E-3026	M6	1.06				1.06		0.94			0.91	85.8
		PCE87JG3015	M6	1.22		1.22					1.19		1.15	94.3
1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE89HA3016	M6	1.26		1.26		1.22		1.19		1.15	1.15	91.3
		PCE91CA3017	M6	1.13		1.13		1.25		1.09		1.09	1.09	96.5
		PCE91DG3018	M6	1.13		1.13		1.20		1.08		1.08	1.08	95.6
		PCE91E-3019	M6	1.19		1.19		1.26		1.10		1.11	1.11	93.3
		PCE91E-3020	M6	1.11		1.11		1.11		1.14		1.01	1.01	91.0
		PCE91E-3021A	M6	1.12				1.12		1.06		0.98	87.5	

**Table A1-2: Propelling Charge Inventory Data**

NSN	Description	Packing Container	LOT No.	Quantity	Propellant		M82 Primer Quantity	Containers per Pallet	Palletized Unit Load	
					Type	NEQ per Unit			Dimensions	Weight
1320-01-051-4132	Propelling Charge 155mm Howitzer M119A1	PA37A1 (metal)	IND80F-069972	1,649	M6	9,554 kg	Not Applicable	25	0.9 m by 1.15 m by 1.25 m	544 kg
			HCL85G001-002	3,970	M6	9,63 kg	Not Applicable			
1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	PA37A1 (metal)	HCL86J002-001	5,386	M6	9,63 kg	Not Applicable	20	1.12 m by 0.82 m by 1.02 m	420 kg
			PCE85M-3011	5,560	M6	9,63 kg	Not Applicable			
			PCE95LA3022	5,380	M6	9,63 kg	5,380			
1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PA37A1 (metal)	PCE95L-3023	4,780	M6	9,63 kg	4,780	20	1.12 m by 0.82 m by 1.02 m	420 kg
			PCE96E-3026	5,880	M6	9,63 kg	5,880			
			PCE87JG3015	3,610	M6	9,63 kg	3,610			
			PCE89HA3016	1,624	M6	9,63 kg	1,624			
1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91CA3017	5,487	M6	9,63 kg	5,487	20	1.22 m by 1.09 m by 1.06 m	380 kg
			PCE91DG3018	4,960	M6	9,63 kg	4,960			
			PCE91E-3019	5,615	M6	9,63 kg	5,615			
			PCE91E-3020	5,600	M6	9,63 kg	5,600			
			PCE91E-3021A	4,640	M6	9,63 kg	4,640			

Total quantity of Propelling Charge: 64,141  
 Total quantity of M82 Primer (NSN 1390-21-841-6467): 47,576  
 Total quantity of PA37A1 Metal Containers (NSN 8140-00-262-9365): 32,605  
 Total quantity of C118 Plastic Containers (NSN 8140-21-902-1096): 31,536

**Table A1-3: Master Equipment List (MEL) - Propelling Charge Information**

Lot	NSN	Description	LOT No.	Quantity	Item/Component Name	Certificate of Destruction/Demilitarization DND 2586
Lot 1	1320-01-051-4132	Propelling Charge 155mm Howitzer M119A1	IND80F-069972	1,649	Propelling Charge 155mm Howitzer M119A1	Part 1-C / DMC F NSN 1320-01-051-4132 LOT # IND80F-069972 Qty: 1,649 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 1,649 Describe the Destruction method
Lot 2	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	HCL85G001-002	3,970	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # HCL85G001-002 Qty: 3,970 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 3,970 Describe the Destruction method
Lot 3	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	HCL86J002-001	5,386	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # HCL86J002-001 Qty: 5,386 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 5,386 Describe the Destruction method
Lot 4	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	PCE85M-3011	5,560	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # PCE85M-3011 Qty: 5,560 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 5,560 Describe the Destruction method
Lot 5	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE95LA3022	5,380	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # PCE95LA3022 Qty: 5,380 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 5,380 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 5,380 Describe the Destruction method
Lot 6	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE95L-3023	4,780	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # PCE95L-3023 Qty: 4,780 Describe the Destruction method

Lot	NSN	Description	LOT No.	Quantity	Item/Component Name	Certificate of Destruction/Demilitarization DND 2586
					M82 Percussion Primer(1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 4,780 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 4,780 Describe the Destruction method
Lot 7	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE96E-3026	5,880	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-892-9744 LOT # PCE96E-3026 Qty: 5,880 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 5,880 Describe the Destruction method
					PA37A1 Metal Container	Part 1-A / DMC Q NSN 8140-00-262-9365 Qty: 5,880 Describe the Destruction method
Lot 8	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE87JG3015	3,610	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE87JG3015 Qty: 3,610 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 3,610 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 3,610 Describe the Destruction method
Lot 9	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE89HA3016	1,624	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE89HA3016 Qty: 1,624 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 1,624 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 1,624 Describe the Destruction method
Lot 10	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE91CA3017	5,487	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE91CA3017 Qty: 5,487 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 5,487 Describe the Destruction method

Lot	NSN	Description	LOT No.	Quantity	Item/Component Name	Certificate of Destruction/Demilitarization DND 2586
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 5,487 Describe the Destruction method
Lot 11	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE91DG3018	4,960	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE91DG3018 Qty: 4,960 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 4,960 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 4,960 Describe the Destruction method
Lot 12	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE91E-3019	5,615	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE91E-3019 Qty: 5,615 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 5,615 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 5,615 Describe the Destruction method
Lot 13	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE91E-3020	5,600	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE91E-3020 Qty: 5,600 Describe the Destruction method
					M82 Percussion Primer	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 5,600 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 5,600 Describe the Destruction method
Lot 14	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	PCE91E-3021A	4,640	Propelling Charge 155mm Howitzer M119A2	Part 1-C / DMC F NSN 1320-21-902-6168 LOT # PCE91E-3021A Qty: 4,640 Describe the Destruction method
					M82 Percussion Primer (1 primer per container)	Part 1-C / DMC F NSN 1390-21-841-6467 Qty: 4,640 Describe the Destruction method
					C118 Plastic Container	Part 1-A / DMC Q NSN 8140-21-902-1096 Qty: 4,640 Describe the Destruction method

## APPENDIX 2 – Contract Data Requirements List (CDRLs)



### **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.

**Table A2-1: Contract Data Requirements List (CDRLs)**

Item	Title	References		Authority	Delivery Format	Frequency	Submissions	Acceptance	Remarks
		DID	SOW						
CDRL-001	Authorizations by Authority Having Jurisdiction (AHJ)	DID-001	3.4.	CA	PDF, email to CA	1) Once 2) Upon renewal/modification	1) Prior to the acceptance of the Project Work Plan. 2) Within 5 business days of the renewal/modification authorization is granted.	TA, PA, CA	
CDRL-002	Communications with AHJs	DID-002	3.5.	CA	PDF, email to CA	As required	Within 5 business days of the communication took place.	TA, PA, CA	
CDRL-003	HPLC Test Results	DID-003	3.13. to 3.17.	CA	PDF, email to CA	As required	Within 5 business days of the results obtained.	TA, PA, CA	
CDRL-004	Threat and Risk Assessment Information	DID-004	3.19.10. to 3.19.14.	CFAD Dundurn and CA	PDF, email to CA	1) Once 2) Upon deviation occurs after the initial approval	1) For destruction facility located within Canada, 15 business days prior to the shipment. 2) For destruction facility located outside Canada, 30 business days prior to the shipment.	CFAD Dundurn and TA	
CDRL-005	Project Work Plan	DID-005	3.21.	CA	Microsoft compatible and PDF, email to CA	Once	1) First draft submits within 40 business days after Kickoff Meeting. 2) Canada provides comments within 20 business days. 3) Contractor incorporates all comments and submits a new draft within 10 business days.	TA, PA, CA	
CDRL-006	Notice of Delivery Receipt	DID-006	3.22.3.	CA	PDF, email to CA	As required	Within 24 hours or the next working day of each shipment received.	TA, PA, CA	
CDRL-007	Loss or Compromise Report	DID-007	3.22.4.	CA	PDF, email to CA	As required	Within 24 hours or the next working day of the occurrence of the Loss or Compromise incident.	TA, PA, CA	

Item	Title	References		Authority	Delivery Format	Frequency	Submissions	Acceptance	Remarks
		DID	SOW						
CDRL-008	Accident or Incident Report	DID-008	3.23.1	CA	PDF, email to CA	As required	Within 24 hours or the next working day of the occurrence of the Accident or Incident.	TA, PA, CA	
CDRL-009	Certificate of Destruction/ Demilitarization	DID-009	3.23.5.	CA	DND 2586 in PDF, email to CA	14	Within 5 business days of the certificate signed.	TA, PA, CA	
CDRL-010	Free from Explosives Certificate	DID-010	3.25.2.	CA	PDF, email to CA	As required	Within 5 business days of the certificate signed.	TA, PA, CA	
CDRL-011	Disposal Certificate for Hazardous Material	DID-011	3.25.5.	CA	PDF, email to CA	As required	Within 5 business days of the certificate signed.	TA, PA, CA	
CDRL-012	Monthly Progress Report	DID-012		CA	Microsoft compatible and PDF, email to CA	The 5 <sup>th</sup> day of the month	Until the completion of all tasks identified in the SOW and the Project Final Report is accepted.	TA, PA, CA	
CDRL-013	Project Final Report	DID-013		CA	Microsoft compatible and PDF, email to CA	Once	1) First draft submits within 20 business days after the completion of all tasks identified in the SOW. 2) Canada provides comments within 20 business days. 3) Contractor incorporates all comments and submits a new draft within 10 business days.	TA, PA, CA	

### APPENDIX 3: Data Item Description (DID)



#### **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.

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Authorizations by Authority or Authorities Having Jurisdiction (AHJ)		<b>2. IDENTIFICATION NUMBER</b> DID-001
<b>3. DESCRIPTION</b> AHJ Authorizations are to be promulgated to show the Contractor and its subcontractor(s) have obtained and will continue to maintain all applicable approvals from AHJ to perform and complete the tasks identified in the SOW.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  9.1. The Contractor must submit copies of all applicable AHJ authorizations to Canada prior to the acceptance of the Project Work Plan.  9.2. The Contractor must submit any renewal or modification issued by the AHJ to Canada within 5 business days of the authorization is granted.  9.3. The Contractor must ensure the following information is included in the authorization documents: <ul style="list-style-type: none"> <li>(a) Issue date;</li> <li>(b) Expiry date;</li> <li>(c) Name and address of the AHJ;</li> <li>(d) Name and title of the signing official;</li> <li>(e) Permit or reference number;</li> <li>(f) Description and purpose of the authorization;</li> <li>(g) Terms and conditions; and</li> <li>(h) Signature block of AHJ official.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Communications with AHJ		<b>2. IDENTIFICATION NUMBER</b> DID-002
<b>3. DESCRIPTION</b> Communications with AHJ record significant discussion and decisions took place between the Contractor and the AHJ.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>		
<p>9.1. The Contractor must record all communications with AHJ related to the Propelling Charge Project.</p> <p>9.2. The Contractor must forward a copy of the communication sent by the Contractor to the AHJ, with respect to matters that may adversely impact the Contractor's ability to perform and complete the requirements described in the SOW, to Canada within 5 business days of the communication took place.</p> <p>9.3. Each communication record must:</p> <ul style="list-style-type: none"> <li>(a) Include the date of the discussion;</li> <li>(b) Describe the discussion and the outcome(s) of the discussion;</li> <li>(c) Include copies of background materials, if available;</li> <li>(d) Summarize follow-up requirements, if applicable;</li> <li>(e) Name(s), title(s) and organizations of the correspondent(s); and</li> <li>(f) Describe any risk and mitigation strategy, if any.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> HPLC Test	<b>2. IDENTIFICATION NUMBER</b> DID-003	
<b>3. DESCRIPTION</b>  High Performance Liquid Chromatography (HPLC) test provides the measure of chemical stability and the prediction of safe storage life of the propellant.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  9.1. The Contractor must perform HPLC test when the conditions listed in the SOW Section 3.13 to 3.17 are met.  9.2. The Contractor must report the HPLC test results to Canada within 5 business days of the results obtained, including the following information: <ul style="list-style-type: none"> <li>(a) Email subject heading "Propelling Charge HPLC Test Results";</li> <li>(b) NSN;</li> <li>(c) LOT number;</li> <li>(d) Quantity tested;</li> <li>(e) HPLC results (diphenylamine %);</li> <li>(f) Date of HPLC test conducted;</li> <li>(g) Name and address of laboratory which performed the test;</li> <li>(h) Reason why the HPLC test was needed; and</li> <li>(i) Follow up action, if any.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Threat and Risk Assessment (TRA)	<b>2. IDENTIFICATION NUMBER</b> DID-004	
<b>3. DESCRIPTION</b> Security risks that are not mitigated could result in security incidents that could affect the DND and CAF at the departmental and operational level. The security risk management process is a continuous and iterative one, consisting of a security risk assessment, followed by security risk treatment.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  9.1. Threat assessments typically consider the likelihood of occurrence for a given threat as well as other parameters such as natural hazards. Deliberate, accidental and natural threats must be considered. To assess threats and hazards, various tools, methodologies and products exist, including environmental scans and Threat and Risk Assessments (TRA), at the strategic, regional, operational and tactical levels.  9.2. In order to determine the appropriate security control measures or safeguards, CFAD Dundurn will perform TRA as part of the planning process for shipping of the Propelling Charge by the Contractor.  9.3. The Contractor must provide the following information to CFAD Dundurn 15 business days prior to the first shipment if the Contractor's Destruction facility is located within Canada, or 30 business days prior to the first shipment if the Contractor's Destruction facility is located outside Canada:  (a) Proposed schedule; (b) Mode and method of transportation; (c) Proposed route from point of pick-up to final drop-off; (d) Locations of any safe haven(s) or equivalent stops; (e) Proposed maximum quantity of each shipment; (f) Name(s) of subcontractor(s), address(es) and phone number(es); (g) Bond or insurance certificate(s) of subcontractor(s); and (h) Name(s) and driver licence number(s) of driver(s).		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Project Work Plan		<b>2. IDENTIFICATION NUMBER</b> DID-005
<b>3. DESCRIPTION</b> The Project Work Plan is the master planning document that defines the tasks to be carried out for the Destruction, Demilitarization and disposal of the Propelling Charge.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>		
<p>9.1. <u>Project Work Plan</u>. The Contractor must prepare a Project Work Plan that defines the Propelling Charge Destruction, Demilitarization and disposal objectives, work processes, and associated data which are needed in order to fulfill Project requirements described in the SOW.</p> <p>9.1.1. No later than 40 business days after the Kickoff Meeting, the Contractor must submit a draft Project Work Plan to Canada for review. Upon the acceptance of the draft Project Work Plan by Canada, it becomes the final Project Work Plan.</p> <p>9.1.2. The Contractor must Destroy, Demilitarize and dispose of all Propelling Charge and its components as accepted by Canada. All processes must adhere to AHJ regulations, laws, statutes, in Canada, or in any other country, to ensure the safety of personnel and address the environmental concerns.</p> <p>9.1.3. The Project Work Plan must be a stand-alone document that provides sufficient information to allow Canada to understand how the Project will be managed without referring to other documents. It is not acceptable to simply reference a document, procedure or standard without providing an overview of the material referenced.</p> <p>9.1.4. The Project Work Plan must encompass – as a minimum – the topics and informational elements identified below:</p> <p><b>1.0 <u>Introduction</u></b></p> <p>1.1. <i>Summary of the Project Work Plan</i></p> <p>1.2. <i>Version control</i></p>		

- 1.3. *Goals, objectives and constraints*
- 1.4. *Work Breakdown Structure (WBS) (4 levels: Project, Task, Sub-Task and Work Package)*
- 1.5. *Resources summary (dependencies and interdependencies)*
- 1.6. *Project Master Schedule (corresponding to WBS), along with description of phases and milestones*
- 1.7. *Major milestones and deliverables*

## **2.0 Project Administration**

### *2.1 Human Resources Plan*

- 2.1.1 *Organization Chart*
- 2.1.2 *Team members role, responsibilities, training and qualifications*
- 2.1.3 *Subcontractor(s) information, roles and responsibilities*

### *2.2 Communication Plan*

- 2.2.1 *Key stakeholders and their contact information*
- 2.2.2 *Communication flow and interface nodes*
- 2.2.3 *Meeting Minutes*
- 2.2.4 *Monthly Progress Report*
- 2.2.5 *Change management procedures*

### *2.3 Risk Management Plan*

- 2.6.1 *Propelling Charge Accident or Incident Report*
- 2.6.2 *Risk identification and analysis*
- 2.6.3 *Contingency and mitigation measures*

### *2.4 Emergency Response Plan*

### *2.5 Occupational Health and Safety Plan*

### *2.6 Stockpile Management (Stock Inventory Control) Plan*

- 2.6.1 *Loss or Compromise Report*
- 2.6.2 *Storage temperature monitoring or control system*
- 2.6.3 *Stock shipment and storage tracking and monitoring*
- 2.6.4 *Site security and storage security*

## **3.0 Technical Work**

### *3.1 Authorizations from the AHJ*

*3.1.1 As applicable with respect to, including, but not limited to ammunition and explosives, Defence Articles, Controlled Goods, dangerous goods, Hazardous Material, operations, testing, examination, possession, transfer, storage, transportation, Destruction, Demilitarization, recycling, disposal, exportation, importation, Environment, and occupational health and safety.*

### *3.2 Environmental Management and Compliance*

- 3.6.1 Environmental considerations and precautions*
- 3.6.2 Goals and commitments*
- 3.6.3 Reduce, reuse and recycle*
- 3.6.4 Environmental monitoring system (air, soil and water)*
- 3.6.5 Sampling and Analyzing*
- 3.6.6 Reporting requirements to AHJ*

### *3.3 Collection, Transportation and Storage – Approach and Methodology*

- 3.2.1 Collection at CFAD Dundurn and shipment recordkeeping*
- 3.2.2 Transportation Plan – transportation schedule, modes, routes, ports of entry, safe havens, security and safety control*
- 3.2.3 Transshipment and transloading*
- 3.2.4 Re-palletization to meet ISPM 15 (if applicable)*
- 3.2.5 Notice of Delivery Receipt and inventory monitoring and tracking*
- 3.2.6 Transportation carrier information, bonds, insurance*
- 3.2.7 Facility/Storage - material handling and safety control*
- 3.2.8 Explosives surveillance (HPLC tests)*

### *3.4 Offloading and Disassembly Procedures*

- 3.3.1 Unpacking from transportation packages*
- 3.3.2 Propelling Charge disassembly*
- 3.3.3 Handling of the Propelling Charge*

### *3.5 Destruction and Demilitarization Plan*

- 3.4.1 Technology and equipment (existing and new additions)*
- 3.4.2 Step-by-step operating procedures*
- 3.4.3 Process flow diagram, operating parameters*
- 3.4.4 Material throughout, process rate, Destruction rate*
- 3.4.5 Process control*
- 3.4.6 Destruction and Demilitarization schedule*
- 3.4.7 Certificate of Destruction/Demilitarization*

### 3.6 *Waste Management Plan*

- 3.5.1 *Hazardous Materials and Non-hazardous materials handling*
- 3.5.2 *Residual Materials, free from explosives*
- 3.5.3 *Waste streams segregation*
- 3.5.4 *Recycling and disposal*
- 3.5.5 *Free from Explosives Certificate*
- 3.5.6 *Disposal Certificate for Hazardous Materials*

### 4.0 **Reports and Deliverables**

### 5.0 **Reference Documents**

9.2. **Work Breakdown Structure (WBS)**. The WBS comprises a complete hierarchical representation of the tasks to be performed during the Project. It forms the framework for planning, management and status reporting and for estimating schedule, risk, and Project performance assessments.

9.2.1. The Contractor must prepare a WBS that reflects the entire scope of the Project.

9.2.2. The WBS must comprise of a WBS hierarchical index or graphic, and a WBS dictionary.

9.2.3. Every record of the WBS index or graphic must include the following information:

- (a) WBS element number;
- (b) WBS element title;
- (c) WBS element revision date and revision number;
- (d) Cross references to the sections of contract and SOW; and
- (e) Any other information required of the WBS index by the Contractor.

9.2.4. The WBS must show the complete hierarchical breakdown, including the element and sub-element descriptions, down to the 4<sup>th</sup> level of the end item deliverable. The description must be indented to indicate the WBS level for each element. Where applicable, contract section numbers and any other identifiers such as SOW section numbers, specification numbers and Project deliverable numbers must also be shown.

9.3. **Project Master Schedule**. Project schedule management includes the processes required to manage the timely completion of the Project of which the Project Master Schedule presents linked activities with planned dates, durations, milestones, and resources.

9.3.1. The Contractor must prepare the Project Master Schedule in accordance with the WBS.

9.3.2. The requirements of the Project Master Schedule are as follows:

- (a) A Gantt Chart, in accordance with the WBS;
- (b) Identification of the critical path;

- (c) The baseline schedule must be retained for each task activity, event and milestone along with the Start/Finish dates and total duration, for comparison to a current schedule; and
- (d) The current schedule must be shown for each task activity, event and milestone along with the Start/Finish dates and total duration.

9.4. Human Resources Plan. The Contractor must describe the organizational structure responsible for managing and performing the scope of work and the requirements described in the SOW:

- (a) The Contractor's company organization structure;
- (b) The Contractor's project management organization;
- (c) The Contractor's contractual relationship with subcontractor(s) for the purpose of the Project;
- (d) Each subcontractor's organizational and project structure applicable to the Project;
- (e) The identification of Key Staff Positions and their teams within the Contractor's and its subcontractor(s)' organizations – typically Project Manager, Demilitarization Operations Manager or Supervisor;
- (f) The description of the person and position specifications, or responsibilities and authorities for each Key Staff Position within the project team organization, the skill sets and qualifications needed to fill that position (for example, number of years of experience in managing large projects, types of projects, complexity of projects, special skills, training); and
- (g) The identification of relevant background skills and experience of each Key Staff Position.

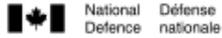
<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Notice of Delivery Receipt		<b>2. IDENTIFICATION NUMBER</b> DID-006
<b>3. DESCRIPTION</b> Notice of Delivery Receipt is used to indicate that the Contractor has in fact received the item being shipped and has taken possession of it.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  9.1. The Contractor must conduct stock inventory control of each shipment of Propelling Charge from the time it departs from CFAD Dundurn, is in transit and arrives at the Contractor's Destruction facility.  9.2. Within 24 hours of receiving a delivery of Propelling Charge or the next working day, the Contractor must submit a Notice of Delivery Report, to Canada. The receipt of each Propelling Charge shipment, as a minimum, must include the following information:  (a) NSN; (b) LOT Number; (c) Quantity; (d) Date of departure and date of arrival; (e) Name(s) of transportation company(ies); (f) Name(s) of driver(s); and (g) Name and title of person receiving the shipment.		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Loss or Compromise Report		<b>2. IDENTIFICATION NUMBER</b> DID-007
<b>3. DESCRIPTION</b> A notification to Canada when there is a loss or compromise incident of the Propelling Charge after it left CFAD Dundurn .		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>		
<p>9.1. The Contractor must submit a Loss or Compromise Report to Canada within 24 hours or the next working day of the occurrence of the loss or compromise of Propelling Charge.</p> <p>9.2. The Contractor must provide the following information in their Loss or Compromise Report:</p> <ul style="list-style-type: none"> <li>(a) Subject heading: "Propelling Charge Loss Report" or "Propelling Charge Compromise Report";</li> <li>(b) Contact Name/Position/Phone Number/Email;</li> <li>(c) Description of item;</li> <li>(d) NSN;</li> <li>(e) Quantity;</li> <li>(f) Location of incident;</li> <li>(g) Date of incident;</li> <li>(h) Circumstances surrounding incident; and</li> <li>(i) Other authorities that have been reported to.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Accident or Incident Report		<b>2. IDENTIFICATION NUMBER</b> DID-008
<b>3. DESCRIPTION</b> The Propelling Charge Accident or Incident Report is to be used by the Contractor to immediately notify DND of any event that may have an impact on the Project.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  9.1. The Contractor must notify Canada within 24 hours or the next working day of the occurrence of the Accident or Incident by submitting a Propelling Charge Accident or Incident Report.  9.2. The report must commence with the subject title "Propelling Charge Demilitarization Accident Report" or "Propelling Charge Demilitarization Incident Report", and it must include the following information as a minimum: <ul style="list-style-type: none"> <li>(a) Location, date and time of the occurrence;</li> <li>(b) Brief description of the occurrence;</li> <li>(c) Known or probable cause(s);</li> <li>(d) Number of persons injured, and number of persons killed, if applicable;</li> <li>(e) Hazardous conditions created or remaining;</li> <li>(f) NSN, quantity, and LOT number;</li> <li>(g) Name, position, responsibility, email address and telephone number of the person who submitted the Accident or Incident Report;</li> <li>(h) Summary of the remaining Propelling Charge conditions; and</li> <li>(i) Action being taken to rectify the incident.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Certificate of Destruction/Demilitarization		<b>2. IDENTIFICATION NUMBER</b> DID-009
<b>3. DESCRIPTION</b> Propelling Charge is Controlled Good and requires full demilitarization, a DND Form 2586 – Certificate of Destruction/Demilitarization completes the Transfer of Title upon signing by the requisite authorities.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b> DND 2586
<b>9. PREPARATION INSTRUCTIONS</b>  <p>9.1. The Contractor must submit a signed Certificate of Destruction/Demilitarization to Canada, within 5 business days of each LOT of Propelling Charge being Destroyed and Demilitarized.</p> <p>9.2. The Material Equipment List (MEL) in Appendix 1 – Table A1-3 and a sample below are provided to assist the Contractor to complete the DND 2586 form.</p> <p>9.3. The Certificate must be verified and signed by technically qualified DND/CAF personnel or Canada representative who witnessed the Destruction and Demilitarization processes.</p> <p>9.4. In addition to the Name, Position Title, Organization Name of the Part 3 – Signatures, the Contractor must ensure the performer and the witness also include their phone numbers, and email addresses on each of the DND 2586 forms.</p>		

Sample:



### Certificate of Destruction / Demilitarization

#### Part 1 - Identification

##### Part 1-A (applicable only to items with a DMC A or Q)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
8140-21-902-1096	5000	
Destruction method used (i.e. crushing, shredding, smelting, etc.) <b>Shredding.</b>		
Destruction criteria used (i.e. break in two pieces, shred to a size of... etc.) <b>Shredded to pieces smaller than 1 cm by 1 cm.</b>		
Remarks: Destruction of DMC "A" items is not required, unless there are contractual obligations or other directives that require their destruction. DMC "Q" items are subject to export control. Destruction is required, unless the items can be transferred to an authorized person.		

##### Part 1-B (applicable only to items with a DMC D)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
Demilitarization method used (i.e. crushing, shredding, smelting, etc.)		
Demilitarization criteria used (i.e. break in two pieces, shred to a size of... etc.)		
Remarks: DMC D items are subject to the Defense Production Act. Full demilitarization is required unless the items can be transferred to an authorized person. Informal demilitarization instructions from the item's TA or the use of Generic Demilitarization Instructions are required.		

##### Part 1-C (applicable only to items with a DMC F)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
1320-21-902-6168	5000	LOT: PCE87HAXXXX. Destruction by incineration.
1390-21-841-6467	5000	Destruction by incineration.
Remarks: Remarks: DMC F items are subject to the Defense Production Act. Full demilitarization is required, unless the items can be transferred to an authorized person. Formal demilitarization instructions from the item's TA are required.		

#### Part 2 - Certification

##### Part 2-A (applicable only to Part 1-A)

I certify that the above item/items (attached list) was/were destroyed in accordance with the Technical Authority's instructions prior to disposing of them as scrap.

##### Part 2-B (applicable only to Part 1-B)

I certify that the above item/items (attached list) was/were fully demilitarized in accordance with CFTO "C-01-008-000/MD-000, GENERIC DEMILITARIZATION INSTRUCTIONS" or informal demilitarization instructions received or authorized by the item's TA.

##### Part 2-C (applicable only to Part 1-C)

I certify that the above item/items (attached list) was/were demilitarized in accordance with FORMAL demilitarization instructions provided or authorized by the item's TA.

#### Part 3 - Signatures

Destruction / Demilitarization performed by:		Destruction / Demilitarization witnessed by:	
Print name:	<b>Joe Smith</b> (yyy)yyy-yyyy	Print name:	<b>Roger Anderson</b>
Position title:	<b>Operations Manager</b> yy@yyyy.yy	Position title:	<b>Directorate Quality Assurance 2-2</b>
Organization name:	<b>XXXX Inc.</b>	Organization name:	<b>Canada - DND</b>
Date of destruction / demilitarization (yyyy-mm-dd):	<b>2020-03-31</b>	Date witnessed (yyyy-mm-dd):	<b>2020-03-31</b>
Signature:		Signature:	

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Free from Explosives Certificate		<b>2. IDENTIFICATION NUMBER</b> DID-010
<b>3. DESCRIPTION</b> All materials and components remain after the Destruction and Demilitarization processes must be free from explosives prior to their release to the public for recycling or final disposal.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>		
<p>9.1. The Contractor must ensure all materials and components prior to their release to the public for recycling or final disposal are free from explosives and in accordance with AHJ authorizations.</p> <p>9.2. Energetic Material, contaminated scrap and metal components, material generated from the Destruction and Demilitarization processes must be treated in a timely manner, utilizing a contractor-developed process that will render them non-explosive, chemically stable and otherwise harmless to the environment and human health. The Contractor's process must be compliant to applicable environmental and occupational health and safety regulations from AHJ.</p> <p>9.3. Upon the completion of the Destruction and Demilitarization processes and when the Certificate of Destruction/Demilitarization is completed and signed, the Contractor must assume complete responsibility and liability for disposition of the remaining materials and components.</p> <p>9.4. The Contractor must prepare, provide and have signed by the company officials who carried out the inspection, an attestation of Free from Explosives Certificate to the public, using the following format and statement on the Contractor's company letterhead:</p> <div style="border: 1px solid black; padding: 20px; margin-top: 20px;"> <p style="text-align: center;">Contractor's Company Letterhead</p>    <p style="text-align: center;">Free from Explosives Certificate</p> </div>		

<p>Receiver Name</p> <p>Receiver Company</p> <p>Company Address</p> <p>Company Phone Number</p> <p>Date</p> <p>RE: Project Work/Contract Number</p> <p>Description:</p> <p>Quantity (kg):</p> <p>We certify and verify that the items listed have been 100% visually inspected by the Certifier, 100% independently re-inspected by the Verifier, and to the best of our knowledge and belief, are free from explosives. These items are suitable for release to the public for recycling or final disposal.</p> <p>Signature:</p> <p>Date:</p> <p>Name of Certifier / Position:</p> <p>Organization / Address:</p> <p>Email:</p> <p>Phone Number:</p> <p>*****</p> <p>Signature:</p> <p>Date:</p> <p>Name of Verifier / Position:</p>	
--	--

Organization / Address:  
Email:  
Phone Number:

\*\*\*\*\*

Recommend the material be released for: (check all that apply)

Recycling

Disposal

Other

(Describe): \_\_\_\_\_.

9.5. The Contractor must submit a copy of the signed Free from Explosives Certificate to Canada, within 5 business days of the material released.

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Disposal Certificate for Hazardous Materials		<b>2. IDENTIFICATION NUMBER</b> DID-011
<b>3. DESCRIPTION</b> The completion of the confirmation assures the Contractor has recycled or disposed of Hazardous Materials in accordance with AHJ.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<b>9. PREPARATION INSTRUCTIONS</b>  <p>9.1. The Contractor must identify the applicable status, regulations, licence, law or by-law, nationally or internationally with respect to the recycling or disposal of Hazardous Material.</p> <p>9.2. The Contractor must ensure that all Hazardous Materials generated during the Destruction and Demilitarization processes of the Propelling Charge are disposed of or recycled in accordance with the environmental laws and regulations of AHJ.</p> <p>9.3. The Contractor must submit a copy of the manifest and a copy of the signed Disposal Certificate for Hazardous Materials within 5 business days to Canada that indicated all Hazardous Materials have been disposal of or recycled in accordance with AHJ.</p> <p>9.4. The Contractor must include the following in the confirmation letter:</p> <ul style="list-style-type: none"> <li>(a) Contractor's company letterhead;</li> <li>(b) Applicable status, regulations, licence, law or by-law, nationally or internationally;</li> <li>(c) Name and address of the authorized receiving facility of Hazardous Materials;</li> <li>(d) List of all Hazardous Materials that have been disposal of, or recycled, by the disposal and/or recycling operations;</li> <li>(e) Permit number;</li> <li>(f) Date of operation;</li> <li>(g) Method of disposal or recycling;</li> <li>(h) Quantity disposed or recycled;</li> <li>(i) Attestation statement;</li> <li>(j) Certifier's name, position, email and phone number; and</li> <li>(k) Signature block of the Certifier.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>		
<b>1. TITLE</b> Monthly Progress Report	<b>2. IDENTIFICATION NUMBER</b> DID-012	
<b>3. DESCRIPTION</b> Monthly Progress Report is used to keep track of progress of a project.		
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>
<p><b>9. PREPARATION INSTRUCTIONS</b></p> <p>9.1. By the fifth day of the following month, the Contractor must submit a "Monthly Progress Report" on the level of effort required for the previous month with the associated tasks and deliverables.</p> <p>9.2. The Monthly Progress Report must provide the status of the task accomplished with respect to the Project Work Plan, highlight problem areas and corrective actions taken to resolve any issues.</p> <p>9.3. The Monthly Progress Report must include the following as a minimum:</p> <ul style="list-style-type: none"> <li>(a) Submission date;</li> <li>(b) Name and position of the individual responsible for the report;</li> <li>(c) An executive summary which covers significant elements of the report;</li> <li>(d) An appraisal of the Project's overall status;</li> <li>(e) Quantity of Propelling Charge received;</li> <li>(f) Quantity of Propelling Charge Destroyed and Demilitarized;</li> <li>(g) A description of all task performed by the Contractor's resources since the last Progress Report, including a general summary of communications between Canada, and the Contractor;</li> <li>(h) A summary and appraisal of planned task for the upcoming monthly reporting period;</li> <li>(i) An up-to-date Gantt chart schedule that accurately reflects the Project's overall status, along with an appraisal of any anticipated or potential schedule change, including any slippage or accelerations of the current schedule;</li> <li>(j) A description of any issues, concerns or risks, actions or decision items, and how they have been or are being addressed;</li> <li>(k) Summary of aggregate disposition of Residual Materials, Hazardous Materials processed for recycling and disposal; and</li> <li>(l) Scheduled completion date.</li> </ul>		

<b>DATA ITEM DESCRIPTION</b>																						
<b>1. TITLE</b> Project Final Report		<b>2. IDENTIFICATION NUMBER</b> DID-013																				
<b>3. DESCRIPTION</b> Project Final Report summarizes all the relevant information and activities throughout the Project implementation. It serves as a significant milestone that indicates the final task of a Project is complete.																						
<b>4. APPROVAL DATE</b> 9 April 2019	<b>5. OFFICE OF PRIMARY INTEREST</b> DAEME	<b>6. ORIGINATOR</b> DAEME 4-6																				
<b>7. APPLICATION / INTERRELATIONSHIP</b>		<b>8. APPLICABLE FORMS</b>																				
<b>9. PREPARATION INSTRUCTIONS</b>																						
9.1. The Contractor must submit a Project Final Report that contains – as a minimum – the sections and information listed below:																						
<table border="1"> <thead> <tr> <th>Items</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Title Page</td> <td>Report title, date submitted and date accepted, author(s) and contributor(s), senior reviewers, positions, designations, etc.</td> </tr> <tr> <td>Executive Summary</td> <td>Synopsis of the key points which summarize the Project, the process undertaken, and the results achieved.</td> </tr> <tr> <td>Table of Contents</td> <td>Listing of the sections, tables, figures, appendices, etc. in the report.</td> </tr> <tr> <td>Introduction</td> <td>Statement of the project goals and objectives, and the Contractor's approach and methodology to achieving those objectives.</td> </tr> <tr> <td>Activities</td> <td>1) Discussion with respect to the Contractor's general approach to delivering the Project, including the descriptions of main features and activities. 2) Description of the operational activities that were undertaken, and the decisions and solutions that were applied; 3) Description of the scope and nature of logistics, technology, equipment, personnel, etc.</td> </tr> <tr> <td>Results</td> <td>Description is to include: 1) The quantity of Propelling Charge Destroyed and Demilitarized; 2) The quantity of Residual Materials, Hazardous Materials disposed of or recycled; and 3) Project implementation and completion timelines.</td> </tr> <tr> <td>Accident or Incident</td> <td>Description of Accident or Incident occurrence(s), including loss or compromise incidents, their outcomes, and the involvement of all associated AHJ.</td> </tr> <tr> <td>Lessons Learned</td> <td>Assessment of the effectiveness of the goals and objectives that were established and attained, challenges that were encountered, and ideas with respect to improvement opportunities. For example, contracting, communications, authorizations from AHJ, etc.</td> </tr> <tr> <td>Conclusions</td> <td>Assessment of the overall success of the Project with reference to aspects</td> </tr> </tbody> </table>			Items	Description	Title Page	Report title, date submitted and date accepted, author(s) and contributor(s), senior reviewers, positions, designations, etc.	Executive Summary	Synopsis of the key points which summarize the Project, the process undertaken, and the results achieved.	Table of Contents	Listing of the sections, tables, figures, appendices, etc. in the report.	Introduction	Statement of the project goals and objectives, and the Contractor's approach and methodology to achieving those objectives.	Activities	1) Discussion with respect to the Contractor's general approach to delivering the Project, including the descriptions of main features and activities. 2) Description of the operational activities that were undertaken, and the decisions and solutions that were applied; 3) Description of the scope and nature of logistics, technology, equipment, personnel, etc.	Results	Description is to include: 1) The quantity of Propelling Charge Destroyed and Demilitarized; 2) The quantity of Residual Materials, Hazardous Materials disposed of or recycled; and 3) Project implementation and completion timelines.	Accident or Incident	Description of Accident or Incident occurrence(s), including loss or compromise incidents, their outcomes, and the involvement of all associated AHJ.	Lessons Learned	Assessment of the effectiveness of the goals and objectives that were established and attained, challenges that were encountered, and ideas with respect to improvement opportunities. For example, contracting, communications, authorizations from AHJ, etc.	Conclusions	Assessment of the overall success of the Project with reference to aspects
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Conclusions	Assessment of the overall success of the Project with reference to aspects																					

	that include, goals, achievements, timelines, etc.
References	1) Sources of information with respect to the Project; and 2) Denoted numerically and in sequence in the text.
Appendices	Appendices are to include: <ul style="list-style-type: none"> <li>- Project Work Plan, accepted by Canada;</li> <li>- Project WBS and schedule (final versions, at the end of the Project);</li> <li>- Presentations, graphics, photographs generated for the Project;</li> <li>- Photographs showing markings obliterated, items or components mutilated, etc. (if available);</li> <li>- Accident or Incident reports;</li> <li>- Loss or Compromise reports;</li> <li>- Free from Explosives Certificate;</li> <li>- Disposal Certificate for Hazardous Materials; and</li> <li>- Certificates of Destruction/Demilitarization.</li> </ul>

9.2. No later than 20 business days of the completion of all the task in this SOW, the Contractor must submit a draft Project Final Report to Canada for review. Upon the acceptance of the draft Project Final Report by Canada, it becomes the Project Final Report and concludes the requirements described in the SOW.

Solicitation No. - N° de l'invitation  
W8476-195723/C  
Client Ref. No. - N° de réf. du client  
W8476-195723/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
383bk. W8476-195723

Buyer ID - Id de l'acheteur  
383bk  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B" - BASIS OF PAYMENT**

## 1. Basis of Payment

1.1 A firm lot price will be paid for execution of the work described in Annex A. All associated transportation, shipping, travel and living expenses are included in this firm lot price.

- a. For the completion of all work described in Annex A, the Contractor will be paid a firm lot price of \$ \_\_\_\_\_ (subject to holdback).  
(Bidder to Populate)

1.2 This firm lot price from Section 1.1 will be broken down and payable in accordance with Table 1-1: Destruction, Demilitarization and disposal of Propelling Charge, Milestone Payments.

Table 1-1 Destruction, Demilitarization and disposal of Propelling Charge, Milestone Payments

Milestone	NSN	Description	Packing Container	LOT No. (Qty in Lot)	Milestone Payment Breakdown	
					Percentage of Price	Representative Dollar Amount (Bidder to Populate)
1	Not Applicable	On completion and acceptance by Canada of: a) Kick-Off Meeting Minutes; and b) Final accepted Project Work Plan	Not Applicable	Not Applicable	5%	\$ _____
2	1320-01-051-4132	Propelling Charge 155mm Howitzer M119A1	PA37A1 (metal)	IND80F-069972 (1,649)	3%	\$ _____
3	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	PA37A1 (metal)	HCL85G001-002 (3,970)	6%	\$ _____
4	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	PA37A1 (metal)	HCL86J002-001 (5,386)	8%	\$ _____
5	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2	PA37A1 (metal)	PCE85M-3011 (5,560)	8%	\$ _____
6	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PA37A1 (metal)	PCE95LA3022 (5,380)	8%	\$ _____
7	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PA37A1 (metal)	PCE95L-3023 (4,780)	7%	\$ _____
8	1320-21-892-9744	Propelling Charge 155mm Howitzer M119A2 (with primer)	PA37A1 (metal)	PCE96E-3026 (5,880)	9%	\$ _____
9	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE87JG3015 (3,610)	5%	\$ _____
10	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE89HA3016 (1,624)	3%	\$ _____
11	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91CA3017 (5,487)	8%	\$ _____

Solicitation No. - N° de l'invitation  
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W8476-195723/C

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383bk. W8476-195723

Buyer ID - Id de l'acheteur  
383bk  
CCC No./N° CCC - FMS No./N° VME

Milestone	NSN	Description	Packing Container	LOT No. (Qty in Lot)	Milestone Payment Breakdown	
12	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91DG3018 (4,960)	7%	\$ _____.
13	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91E-3019 (5,615)	8%	\$ _____.
14	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91E-3020 (5,600)	8%	\$ _____.
15	1320-21-902-6168	Propelling Charge 155mm Howitzer M119A2 (with primer)	C118 (plastic)	PCE91E-3021A (4,640)	7%	\$ _____.
Total					100.00%	\$ _____.

## ANNEX "C" - BID EVALUATION



### NOTICE

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## Evaluation Matrix Contents

With their bid, Bidders must complete and submit Appendix 1 to Annex B – Evaluation Compliance Matrix.

The following columns are populated and provided by Canada and explained as:

Column A – Item – specific identification number for each evaluated criteria.

Column B – Requirement Statement - explains in text form what the requirement being evaluated is.

Column C – Instructions to Bidders - explains specific instructions for Bidders to answer each requirement, and the substantiation necessary.

Within the Evaluation Compliance Matrix, Bidders must provide information in the following columns:

Column D – Bidders Response - For each requirement, Bidders should state their compliance (either Compliant or Non-Compliant) to the specific requirement. Every mandatory requirement should be addressed.

Column E – Bid Package Reference - Bidders should list exactly where within their bid package the substantiation and demonstration of compliance/score for the response can be found.

Column F – Bidder's Comments - Bidder's should provide brief commentary on how their solution/bid meets the individual requirement.

### Bid Evaluation Compliance Matrix

Item Column A	Requirement Statement Column B	Instructions to Bidders Column C	Bidder Response (Compliant or Non-Compliant) Column D	Bid Package Reference Column E	Bidder's Comments Column F
<b>M1<sup>PB</sup></b>	<p>Bidders must complete the "Private Entity Receipt of Third-Party Transfer" attestation found at Annex D, Appendix 1 by:</p> <ul style="list-style-type: none"> <li>a) Filling out all spaces with wording the End User Agreement matches the scope of the work to be performed;</li> <li>b) Printing the form on the company's letterhead;</li> <li>c) Having the company executive to sign and date the form; and</li> <li>d) Post-dated for "insert the date"</li> </ul>	<p>Bidders must complete the "Private Entity Receipt of Third-Party Transfer" form and submit it with their bid.</p>			
<b>M2<sup>PB</sup></b>	<p>(Applicable only to Bidder's Destruction and Demilitarization facility located outside Canada and US.)</p> <p>Bidders must complete the "Country Over Private Entity (COPE) for Third-Party Transfer" form found at Annex D, Appendix 2 by:</p> <ul style="list-style-type: none"> <li>a) Filling out all spaces with wording the End User Agreement matches the scope of the work to be performed;</li> <li>b) Printing the form on the letterhead of the "Government of Country with legal jurisdiction";</li> <li>c) Having the government official with legal jurisdiction to sign the form; and</li> <li>d) Post-dated for "insert the date"</li> </ul>	<p>Bidders must complete the "Country Over Private Entity (COPE) for Third-Party Transfer" form and submit it with their bid.</p>			

Item Column A	Requirement Statement Column B	Instructions to Bidders Column C	Bidder Response (Compliant or Non-Compliant) Column D	Bid Package Reference Column E	Bidder's Comments Column F
<b>M3<sup>PB</sup></b>	<p>Bidders must demonstrate they have successfully completed at least 2 destruction, demilitarization or disposal projects consisting of a minimum quantity of 10,000 kg NEQ each, of nitrocellulose-based propellant in the last 10 years. Bidders must provide the following information with supporting documents:</p> <ul style="list-style-type: none"> <li>a) Start/End dates of the projects;</li> <li>b) Types and the associated quantities (kg NEQ) of propellant destroyed, demilitarized or disposed;</li> <li>c) Technology and equipment used;</li> <li>d) Proofs of project completion, for example, permits, licences, certificates, destruction records, and demilitarization records.</li> </ul>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement. Bidders must include at minimum, each of the items identified (a through d).</p>			
<b>M4<sup>PB</sup></b>	<p>Bidders must demonstrate they have successfully completed at least 1 project within the last 10 years that dealt with exportation, importation and transportation of munitions of US origin, by providing the following information with supporting documents:</p> <ul style="list-style-type: none"> <li>a) Start/End dates of the project;</li> <li>b) Types and the associated quantities (kg NEQ) of munitions of US origin; and</li> <li>c) Proofs of project completion, for example, export permits, import permits, licences, certificates, and transportation records.</li> </ul>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement. Bidders must include at minimum, each of the items identified (a through c).</p>			
<b>M5<sup>PB</sup></b>	<p>Bidders must demonstrate they are permitted to conduct the tasks identified in the SOW, by providing copies of permits or Agreement in Principle documents from the regulatory authority or authorities in Canada, or any other country, and a detailed description of each document.</p>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement.</p>			

Item Column A	Requirement Statement Column B	Instructions to Bidders Column C	Bidder Response (Compliant or Non-Compliant) Column D	Bid Package Reference Column E	Bidder's Comments Column F
<b>M6<sup>PB</sup></b>	<p>Bidders must provide information that describes the technical approach and methodology with respect to the following tasks identified in the SOW:</p> <ul style="list-style-type: none"> <li>a) Security control and storage management of Propelling Charge while in transit and at the destruction facility;</li> <li>b) Occupational health and safety program at the destruction facility;</li> <li>c) Offloading and disassembly processes and procedures;</li> <li>d) Explosives surveillance (chemical stability) processes and procedures;</li> <li>e) Environmental monitoring and control system; and</li> <li>f) Waste management processes and procedures to ensure residual materials are free from explosives, hazardous materials and non-hazardous materials are disposed of and recycled as per environmental laws and regulations of Authority or Authorities Having Jurisdiction.</li> </ul>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement. Bidders must include at minimum, each of the items identified (a through f).</p>			
<b>M7<sup>PB</sup></b>	<p>Bidders must demonstrate how the collection and transportation of Propelling Charge can be completed within the timeline identified in the SOW, by providing information related to:</p> <ul style="list-style-type: none"> <li>a) Re-palletization of the Propelling Charge, if applicable;</li> <li>b) Logistics; and</li> <li>c) Exportation and importation.</li> </ul>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement. Bidders must include at minimum, each of the items identified (a through c).</p>			
<b>M8<sup>PB</sup></b>	<p>Bidders must demonstrate how the Propelling Charge project can be completed within the timeline identified in the SOW, by providing information related to:</p> <ul style="list-style-type: none"> <li>a) Destruction and demilitarization schedule;</li> <li>b) Destruction rate of propellant (kg NEQ per day); and</li> <li>c) Project process flow and description of the processes.</li> </ul>	<p>Bidders must provide within their bid submission package, detailed information demonstrating how they meet the requirement. Bidders must include at minimum, each of the items identified (a through c).</p>			

## ANNEX "D" – SUPPLEMENTARY INFORMATION FORMS



### NOTICE

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**ANNEX "D", APPENDIX 1 - Private Entity Receipt of Third-Party Transfer Form (available in English only)**

**Private Entity Receipt of Third-Party Transfer**

I \_\_\_\_\_, as an authorized representative of \_\_\_\_\_ located at  
FULL NAME COMPANY NAME  
\_\_\_\_\_, the proposed recipient of \_\_\_\_\_  
FULL ADDRESS INCLUDING PROVINCES/STATE AND COUNTRY COMMODITY AND  
\_\_\_\_\_ to be temporarily transferred from the Government of Canada to \_\_\_\_\_ for the  
QUANTITY COMPANY NAME  
purpose of \_\_\_\_\_, hereby provide assurances to the Government of the United States of America on  
EXACT PURPOSE  
behalf of \_\_\_\_\_ that: \_\_\_\_\_ shall not, unless prior written consent of the  
COMPANY NAME COMPANY NAME  
Government of the United States of America has first been obtained:

1. Transfer said articles, or any component thereof, by sale, lease, release, assignment, loan, conveyance or any other means to any government (with the exception of the Government of Canada upon the return of said articles), entity, international organization, or person not an officer, employee, or agent of \_\_\_\_\_.  
COMPANY NAME
2. Use or permit the use of said articles, or any component thereof, for purposes other than to \_\_\_\_\_ for the Government of Canada.  
EXACT PURPOSE

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

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

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

**ANNEX "D", APPENDIX 2 - Country over Private Entity (COPE) for Third-Party Transfer Form** (available in English only)

**Country over Private Entity (COPE) for Third-Party Transfer**

\_\_\_\_\_ and has the honor to refer to the requested transfer of \_\_\_\_\_  
COMPLIMENTARY OPENING COMMODITY AND QUANTITY  
from the Government of \_\_\_\_\_ to \_\_\_\_\_ located at  
REQUESTING COUNTRY PRIVATE ENTITY  
\_\_\_\_\_ for the purpose of \_\_\_\_\_.  
FULL ADDRESS EXACT PURPOSE

The Government of \_\_\_\_\_ understands that in keeping with United States laws and  
COUNTRY WITH LEGAL JURISTITION  
regulations, the Government of the United States of America may consider consenting to this transfer only upon being  
furnished with assurances from the Government of \_\_\_\_\_ that it will not permit  
RECEIPIENT COUNTRY  
\_\_\_\_\_ to transfer such articles, or any component thereof, by sale, lease, release, assignment,  
PRIVATE ENTITY  
loan, conveyance or any other means to any Government, entity, international organization or person not an officer,  
employee or agent of \_\_\_\_\_ or the Government of \_\_\_\_\_, or to use such articles  
PRIVATE ENTITY REQUESTING COUNTRY  
or any component thereof for any purpose other than for that specified.

In accordance with the foregoing, the Government of \_\_\_\_\_ hereby gives its assurances  
COUNTRY WITH LEGAL JURISTITION  
that unless the prior written consent of the Government of the United States of America has been first obtained:

- A. It will not permit \_\_\_\_\_ to retransfer such \_\_\_\_\_ or any component  
PRIVATE ENTITY COMMODITY  
thereof, by sale, lease, release, assignment, loan, conveyance or any other means to any Government, entity,  
international organization, or person not an officer, employee or agent of Private Entity or the Government of  
\_\_\_\_\_  
REQUESTING COUNTRY ;
- B. It will not permit \_\_\_\_\_ to use such \_\_\_\_\_, or any component thereof,  
PRIVATE ENTITY COMMODITY  
for any purpose other than for \_\_\_\_\_ ;  
EXACT PURPOSE

C. It will ensure that \_\_\_\_\_ maintains the security of such \_\_\_\_\_, or any  
PRIVATE ENTITY COMMODITY  
component thereof, and will provide substantially the same degree of security protection afforded to such articles  
and information by the Government of the United States of America; and

D. It will ensure that any technical information retained by \_\_\_\_\_ remains in the territorial  
PRIVATE ENTITY  
boundaries of \_\_\_\_\_ and under the legal jurisdiction of the Government of  
COUNTRY WITH LEGAL JURISTITION  
\_\_\_\_\_  
COUNTRY WITH LEGAL JURISTITION

For and behalf of the Government of \_\_\_\_\_:  
COUNTRY WITH LEGAL JURISTITION

Signature: \_\_\_\_\_

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

## ANNEX "E" – SECURITY REQUIREMENTS CHECKLIST



### NOTICE

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Contract Number / Numéro du contrat W8486-195723
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of National Defence	2. Branch or Directorate / Direction générale ou Direction DAEME	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail DND has a requirement for a contractor to destroy, demilitarize and dispose M82 primers and Propelling Charges 155mm Howitzer M119A1 and M119A2. The contractor and his subcontractor(s) will participate on-site project kick-off meeting, collect the items and transport them to the contractor's destruction facility. All contract personnel will be escorted while at CFAD Dundurn.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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**PART A (continued) / PARTIE A (suite)**

6. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Betty Kan	Title - Titre Project Manager	Signature 	
Telephone No. - N° de téléphone (819) 939-1057	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Betty.Kan@forces.gc.ca	Date 31 January 2019
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sasa Medjovic - DBSC Senior Security Analyst Tel: 613-996-0296	Title - Titre Industrial Security	Signature 	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel E-mail: sasa.medjovic@forces.gc.ca	Date 2019-Feb 01
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Anik Farrell - CSO 613-946-5194 anik.farrell@rmcg-rcmcc.gc.ca	Title - Titre	Signature Farrell, Anik	Digitally signed by Farrell, Anik Date: 2019.02.05 14:00:30 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

## **ANNEX "F" - ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX "G" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).