

STATEMENT OF WORK

**DEMILITARIZATION
OF
CLUSTER
MUNITIONS
MoD BULGARIA**

Version 1.0

8 November 2018



NATO Support and Procurement Agency
LB General & Cooperative
Services Programme

AMENDMENT RECORD

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ANNEXES:

- A. List of surplus ammunition for disposal.
- B. Outline technical data – Russian and English translation (ENG & RUS)
- C. Details of applicable Bulgarian legislation.

LIST OF ENCLOSURES:

Enclosure	Title	Contents	Remarks
(a)	(b)	(c)	(d)
1	Waste Tracking Form	1 page	Or commercial equivalent
2	Monthly Performance Report	Template plus Annex	
3	Certificate of Demilitarization	Template	
4	NSPA Form 672 Discrepancy Report	Template	

ABBREVIATIONS

AASTP	Allied Ammunition Storage and Transport Publication
ADR	European Accord on the transport of dangerous goods (Accord Dangeroos Route)
AQAP	Allied Quality Assurance Procedure (NATO)
COD	Certificate of Demilitarization
CCM	Convention on Cluster Munitions
CM	Cluster Munitions
CPM	Contract Project Manager
EIA	Environmental Impact Assessment
EMAS	Environmental Management & Audit Scheme
EMM	Environmental Management Manual
EUC	End User Certificate
GQAR	Government Quality Assurance Representative
ISO	International Standardization Organization
MHE	Material handling Equipment
OSHAS	Occupational Health and Safety Advisory Services
PEMP	Project Environmental Management Plan
PMP	Project Management Plan
PPMP	Preliminary Project Management Plan
PO	Purchase Order
QP	Quality Plan
R ³	Resource, Recovery and Reuse
SOP	Standard Operating Procedures
SOW	Statement of Work
T(L)DP	Technical (and Logistic) Data Package
UN	United Nations

TERMS AND DEFINITIONS

For the purposes of this SOW the terms and definitions shown in Table 1 shall apply.

Table 1: Terms and Definitions.

Ser	Term	Definition
(a)	(b)	(c)
1	Contractor	The NSPA contract definition shall apply.
2	Shall	Indicates a mandatory requirement: it is used to indicate requirements strictly to be followed in order to conform to the document and from which no deviation is permitted.
3	Should	Indicates a recommendation: it is used to indicate that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required, or that (in the negative form, 'should not') a certain possibility or course of action is deprecated but not prohibited.
4	May	Indicates permission: it is used to indicate a course of action permissible within the limits of the document.
5	Can	Indicates possibility and capability: it is used for statements of possibility and capability, whether material, physical or casual.

SECTION 1 – GENERAL

GENERAL

The project supports the demilitarization and destruction of the remaining CM stockpile declared by The Republic of Bulgaria, and the Country's compliance with the Convention on Cluster Munitions (CCM). The CCM Article 3 mandates that the transfer and demilitarisation of CM shall take place only in a nation that has joined the Convention (State Party). The service shall not be conducted in States not party to the convention.

1.1 Requirement

This Statement of Work (SOW) describes the requirements associated with the demilitarization of up to 875 tonnes of Bulgarian Cluster Munitions (CM) and up to 5 tonnes of CM components as listed at Annex A. Outline technical data is at Annex B. Exact quantities of ammunition shall be subject to MoD priorities and available budget. This contract shall be performed by a contractor from a nation that is a member of the NSPA Ammunition Support Partnership Committee (ASPC¹).

1.2 Contractor Obligations

The contractor shall perform the safest and most cost-effective demilitarization of the ammunition identified at Annex A within the allotted timeframes and conditions as required by MoD and agreed with NSPA. The work shall be completed in no more than 12 months of contract award. In the performance of the work, the contractor must observe UN, NATO, EU, regional, national and local laws and regulations governing the transportation, storing, handling, processing, and final disposal of recovered or waste materials of the ammunition and explosives. The contractor must take every reasonable and practical measure to protect the public and the contractor's employees against accidents and to safeguard the environment.

1.3 Information Security

In the context of this demilitarization project, the contractor shall comply with Bulgaria's specific legislation regarding information security. It is therefore emphasized that no information relating to this requirement shall be disclosed to any third party.

1.4 Public Diplomacy

When requested by NSPA, the contractor shall allow access to his facilities and place of performance for Public Diplomacy events in relation to the project. By agreement this may involve NATO visits, photographs and press releases during trials and training.

1.5 Compliance with Bulgarian National Legislation

Bulgaria is a State Party to the Convention on Cluster Munitions and has national legislation governing the CMs and specifically their disposal. The contractor shall comply with such legislation and is responsible for gaining the necessary approvals from the Bulgarian Authorities. A list of the key legislation applicable to the transport and disposal of CMs is provided at Annex C. Where demilitarization services are conducted within Bulgaria, the contractor shall gain the necessary permits to conduct such activity from the Bulgarian authorities prior to starting Demil

¹ Albania, Belgium, Bulgaria, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Turkey, United Kingdom, United States

activities. Note that this process will take around 3 months (from the submission of the application to the Bulgarian Commission).

PROJECT REQUIREMENTS

2.1 Contract Project Manager (CPM)

The contract shall be managed in English. The contractor shall nominate a Contract Project Manager (CPM) who shall be identified in the organisational management chart. The CPM shall have the authority to act on behalf of the contractor on all contractual matters relating to daily contract performance, including in cases of emergency. The CPM shall be able to read, write, speak and understand English to conduct business effectively, (STANAG 6001 level 2 - functional) able to professionally communicate with NSPA.

2.2 Project Management Plan (PMP)

The contractor shall implement and maintain a Project Management Plan (PMP) for the performance of this SOW. The PMP shall be specific to the management and performance of this SOW and enclose all the applicable supporting plans. Such supporting plans may themselves be subordinate to existing organisational procedures and draw upon and reference existing facility documentation. The PMP shall be submitted to NSPA no later than 30 days after the Kick-Off meeting. NSPA, and where appointed the Government Quality Assurance Representative (GQAR), reserves the right to reject the Deliverable Quality Plan and its revisions if not compliant with the contract requirements or non-compliance to AQAP 2105.

2.3 Project Risk Management

The contractor shall have effective management systems to enable him to control all aspects of the ammunition demilitarization work covered herein. In addition, the contractor shall pay particular attention to risk management under proper project management principles. The contractor shall have at his disposal the resources needed to enable him to overcome any temporary equipment shortfalls (breakdowns, incidents, maintenance, etc.) without any negative impact on proper contract performance, in particular as regards safety of services and meeting the required timelines. In order to be able to manage project risks effectively, the contractor shall create and maintain a project Risk Management Register, in line with a recognised project management system, eg PRINCE 2 or equivalent.

2.4 Transportation of Ammunition

The MoD is responsible for selection of the specific ammunition from the various locations in Bulgaria and for preparation of the items ready for loading onto the contractor's vehicles. The contractor shall collect the ammunition from the nominated Bulgarian ammunition depots and safely transport to the contractor's demilitarization facility. The contractor shall liaise with MoD to determine the out-load schedule in time for the planned demilitarization. Although the ammunition will have been declared safe to move and handle by MoD, the contractor shall confirm the state of munitions by means of a receipt inspection as it is received. Upon signature of the receipt inspection, the contractor shall undertake full responsibility and liability for the ammunition listed in the receipt.

The contractor is responsible for liaising with the national authorities specifically for securing all necessary approvals to transport the ammunition for demilitarisation. For transportation across borders, the contractor is responsible for liaising with the appropriate national authorities to gain all necessary approvals. The Contractor must establish a security

system to ensure that ammunition is not diverted or lost during transportation. The contractor shall select a method of transport that is safe, secure, cost-effective and compliant with all applicable national and international regulations. The contractor must observe UN, NATO, EU and national regulations governing transport of ammunition, particularly the European prescriptive documents on the transport of dangerous goods (ADR).

The transfer of CM to another State Party for the purpose of destruction is permitted with CCM Article 3 Storage and Stockpile Destruction. The contractor shall be responsible for the transportation between the Bulgarian Military Bases and the contractor's demilitarization facilities. For the purpose of Directive 2008/68/EC Article 1 (Inland Transport of Dangerous Goods) vehicles are under the control and responsibility of the contractor.

The contractor shall provide transport to collect and remove the ammunition from the four Military Bases across the Bulgarian JF Logistics Brigade and Bulgarian Air Force. The planned ammunition and their distribution in gross weight are shown at Table 2.

Table 2: Military Base and Cluster Munitions Distribution.

Ser	Military Base (MB)		Approximate CM Distribution		Road Distance to Ports (km)	
	Number	Location	tonnes	US Tons	Varna	Burgas
(a)	(b)	(c)	(d)	(e)	(f)	(g)
Air Force						
1	MB 26810	Popovica	283	309	350	225
Joint Force Logistics Brigade						
2	MB 32830	Asen	181	201	330	230
3	MB 22720	Smyadovo	210	230	115	130
4	MB 22780	Dolno Kamarci	195	211	430	380
5	MB 24480	Lovetch	7	8	320	320

Note the warheads at Lovetch may be withdrawn from the SoW.

2.5 Ownership of Ammunition

Ownership² of the ammunition shall remain with Bulgarian (MoD) until demilitarization has actually been completed, as evidenced by the signed COD. Material resulting from the demilitarization process, whether of commercial value or a waste stream requiring further treatment, becomes the ownership of the contractor unless otherwise decided by the MoD and subsequently instructed by NSPA.

² 'Ownership' refers to the legal title of the ammunition to be demilitarized. However the contractor shall be fully responsible for the security and handling of the items from the collection moment at the MoD location until the demilitarization is completed. The ammunition itself is not transferred but demilitarized.

CONTRACTOR FACILITIES

3.1 Type of Facility

Ammunition storage and demilitarization shall be carried out in facilities that are authorized and approved by relevant authorities at the location where services are performed, for the storage, processes, and processing of the types of ammunition and explosives that are included in this SOW.

The facilities used by the contractor in the performance of the services under this SOW shall comply with all national, NATO and EU legal and regulatory requirements in terms of health and safety, working conditions and environmental protection at the locations of the respective facilities.

3.2 Ammunition Storage

The contractor's ammunition storage capacity shall be sufficient and suitable to accommodate the quantities and characteristics of ammunition scheduled for demilitarization at any time within this contract.

The contractor shall comply at minimum with the NATO safety principles for storage of military ammunition and explosives as described in the Allied Ammunition Storage and Transport Publication (AASTP) – latest effective edition. This is intended to serve as a guide for facilities of a capacity of not less than 500 kg/ 0.5 tonne of Net Explosives Quantity (NEQ) per storage site. The principles are not intended to inhibit contractors from applying their own more stringent regulations. If national regulation and laws meet or exceed the AASTP – 1, then those shall be followed.

3.3 Physical Security

The production and storage facilities must be guarded by security personnel, supported by security systems that meets the national requirements for the secure storage of the ammunition in this SOW. All personnel with access or security responsibilities for the ammunition shall be subject to appropriate national security checks at levels commensurate with their positions as regards their suitability. The Bulgarian MOD reserves the right to refuse access to Military Bases and bar from participation any person failing to provide all the required security assurances. Particular attention shall be paid to the security of items that can be used or adapted for use by terrorists or criminals. These may require special secure storage in accordance with applicable national legislation.

3.4 Emergency Support

Medical emergency and fire-fighting support shall be available at the service performance location, as required by national laws and regulations.

3.5 Access Rights

NSPA personnel and NSPA customer representatives shall be granted access to the contractor's facilities and place of performance in order to inspect storage facilities and witness the demilitarization processes. Personnel representing the US Office of Weapons Removal and Abatement shall also be provided these access rights. The contractor shall fully support CCM transparency.

AMMUNITION TO BE DEMILITARIZED

4.1 Ammunition Safety

The ammunition provided for demilitarization is in as-built configuration. However, their physical and chemical characteristics may have been subjected to ageing, and/or degradation, which the contractor must take into account. The ammunition is safe to handle and move under normal ammunition handling, storage and transport conditions. The ammunition may have been stored in various depots in the region, and may previously have been deployed on operations. The items may have been exposed to environments for which they were not designed (temporarily exposed to out-of-specification temperatures, knocks, etc.) or suffered various incidents. These incidents do not have any impact on the handling, storage and transport safety but may require particular attention during some demilitarization processes.

4.2 Ammunition to be Demilitarized

The requirement is for the demilitarization of the complete cluster munitions and various cluster munition components listed in Annex A and summarised in Table 3 below. The actual quantities may vary +/- 10% in comparison with the listed forecasted quantities. Differences to the planned quantities shall be reported to NSPA along with certified reports and justifications, in order to allow review and decision making. The contractor shall transport the ammunition, which is located in several ammunition storage sites of the Bulgarian Armed Forces. Some items are packaged in transport containers which may need to be further secured for transportation.

Table 3: Summary of cluster munitions for demilitarisation.

Cluster Munitions & Priority List

Приоритет	№ по ред	Наименование	UN №	Class or Division	Наименование	Всичко			
						Броя	Бруто тегло (т)	Нето тегло (т)	NEQ (т)
Priority / LOT	№	Type	UN №	Class or Division	Type	Total			
						Quantity	Gross Weight (t)	Net Weight (t)	NEQ (NEW) (t)
1	2	3	4	5	6	17	18	19	20
1	1	РБК 250 със ЗАБ 2,5 СМ	0010	1.3G	Air Bomb RBK 250 (ZAB 2.5 SM)	60	15.60	12.00	*
	2	РБК 500 със ЗАБ 2,5 СМ	0010	1.3G	Air Bomb RBK 500 (ZAB 2.5 SM)	86	45.58	37.41	*
	3	Суббоеприпас ЗАБ 2,5	0010	1.3G	Sub Munition ZAB 2.5	2,939	6.76	6.76	*
	4	БКФ ПТМ 3	0370	1.1E	Air Bomb BKF (PTM 3)	740	61.05	48.10	23.70
			Всичко:			Total:	128.99	104.27	23.70
2	1	РБК 250 ПТАБ 2,5 М	0370	1.1E	Air Bomb RBK 250 (ПТАБ 2.5 М)	478	160.13	118.54	12.60
	2	БКФ с ПТАБ 2,5	0370	1.1E	Air Bomb BKF (ПТАБ 2.5)	1,965	143.45	110.04	14.90
	3	Суббоеприпас ПТАБ 2,5	0370	1.1E	Sub Munition ПТАБ 2.5	2	0.0056	0.0056	0.00126
			Всичко:			Total:	303.58	228.59	27.50
3	1	РБК 500 ШОАБ 0,5 М	0370	1.1E	Air Bomb RBK 500 (ШОАБ 0.5 М)	36	19.08	14.76	2.10
	2	РБК 500 ШОАБ 0,5	0370	1.1E	Air Bomb RBK 500 (ШОАБ 0.5)	3	1.59	1.23	0.20

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	3	РБК 500 АО 2,5 РТ	0370	1.1E	Air Bomb RBK 500 (АО 2.5 RT)	201	92.46	76.18	9.80
	4	БКФ АО 2,5 РТ	0370	1.1E	Air Bomb BKF (АО 2.5 RT)	2,166	172.20	136.46	21.20
	5	БКФ АО 2,5 РТМ	0370	1.1E	Air Bomb BKF (АО 2.5 RTM)	912	71.14	56.54	8.90
	6	РБК 250-275 АО 1 СЧ	0370	1.1E	Air Bomb RBK 250-275 (АО 1 SCH)	214	78.11	58.85	2.20
	7	РБС-100 (без опаковка) АО 25 33	0370	1.1E	Air Bomb RBS 100 (АО 25 33)	1	0.10	0.10	0.02
		Всичко:			Total:		434.67	344.12	44.42
4**	1	9Н123К/9Я236	0370	1.1E	Warhead 9N123K (9N24)	8	6.91	3.86	1.044
	1	Касета РБК 250 (без опаковка)			Cluster RBK 250	2	0.20	0.20	0
5**	2	РБК 500-255			Air Bomb 500 255	2	0.64	0.51	0
		Всичко:			Total:		0.84	0.71	0
		ВСИЧКО:			TOTAL:		875.00	681.55	96.66

ЗАБЕЛЕЖКИ/NOTES:

** Суббоеприпасите ЗАБ-2,5 и ЗАБ-2,5 СМ са снарядени със запалителни състави, но конкретни видове и количества не могат да бъдат посочени - поради липса на информация.

The sub-munitions ZAB-2,5 and ZAB-2,5 SM are preloaded, with specific firing compositions, but types and quantities cannot be specified - due to lack of information."

*** LOT 4 & LOT 5 - за допълнително уточняване (в процедура по изключване от списъка към NSPA).

LOT 4 & LOT 5 - for further clarification (waiting for a final decision to be excluded from MoD list as at 27 March)."

Cluster Munition Elements

1	2	3	4	5	6	17	18	19	20
		Механизми за КБП			CM Elements				
		Барутни заряди:			Powder Charges:				
	1	ПЗ за РБК 250	0161	1.2C	PZ RBK 250	83	0.0050	0.0050	**
	2	ПЗ за РБК-250/5	0161	1.2C	PZ RBK 250/5	197	0.0134	0.0134	**
	3	ПЗ за РБК 250-275 с АО 1 СЧ	0161	1.2C	PZ RBK 250-275 АО 1 SCH	110	0.0077	0.0077	**
	4	ПЗ за РБК 500	0161	1.2C	PZ RBK 500	38	0.0030	0.0030	**
	5	ПЗ за РБК 500 АО 10	0161	1.2C	PZ RBK 500 АО 10	50	0.0040	0.0040	**
	6	ПЗ за РБК 500 ШОАБ	0161	1.2C	PZ RBK 500 SHOAB	20	0.0016	0.0016	**
		Барутни състави:			Powder Charges:				
	1	9 Ж 339 (РБК 250-270 с АО)	0161	1.2C	9 J 339 (RBK 250-270 АО)	21	0.0015	0.0015	**
		Механизми за разцепление:			Detachment mechanisms:				
	1	МР за РБК 500 със ЗАБ 2,5			MR RBK 500 ZAB 2.5	16	0.0368	0.0368	**
	2	МР за РБК 500 с АО 2,5 РТ			MR RBK 500 АО 2.5 RT	88	1.7050	1.7050	**
6	3	К-т за РБК 500 със ЗАБ 2,5 СМ (обтекатели, колодки и МР)			RBK 500 ZAB 2.5 SM (Air cowl, Connector, Detachment mechanism)	40	0.8050	0.6000	
		Колодки:			Connectors:				
	1	Колодка за РБК 500 със ЗАБ 2,5			Connector RBK 500 ZAB 2.5	16	0.3100	0.3100	
	2	Колодка за РБК 500 с АО 2,5 РТ			Connector RBK 500 АО 2.5 RT	58	0.0174	0.0116	
		Обтекатели:			Air cowls:				
	1	Обтекател за РБК 500 със ЗАБ 2,5			Air cowl RBK 500 ZAB 2.5	16	0.3100	0.3100	
	2	Обтекател за РБК 500 с АО 2,5 РТ			Air cowl RBK 500 АО 2.5 RT	88	1.7050	1.7050	
	1	КП-561			KP-561	110	0.0330	0.0220	
	2	КП-527			KP-527	60	0.0300	0.0210	
		ОБЩО:			TOTAL:		4.9254	4.7146	

4.3 Packaging

Definitions. The definitions from ADR shall apply to the ammunition within this SOW, specifically:

Package. The term package includes Aircraft Bombs which because of their size are unpackaged or carried in cradles or crates.

Overpack. The term overpack means an enclosure used to contain one or more packages, consolidated into a single unit for carriage. This may utilise a pallet or a crate. An unpackaged Aircraft Bomb that is considered a package, may be overpacked.

Crate. A crate means an outer packaging with incomplete surfaces.

Weight. For the purpose of this SOW the terms mass and weight may be interchangeable as expressed in Kilogrammes.

Derogations. The Transitional Measures at ADR Chapter 1.6 do not apply. The ammunition is military goods packaged prior to 1 January 1990. The Bulgarian authorities may apply to authorise certain DG transport operations and to agree a temporary derogation.

Multilateral Agreement M266. Subject to Bulgarian application, Multilateral Agreement M266 on carriage of explosive articles belonging to the Armed Forces set to be destroyed, shall be applied. The contractor shall note and plan for the requirements of ADR Chapter 5.1 to consolidate smaller packages and for the marking of overpacks.

4.4 Priorities and Lots

Priority. The contractor may propose any combination or consolidation for economy of resources. The contractor's plan shall be submitted to NSPA for review and agreement in coordination with the Bulgarian Air Force and JF Logistics Brigade.

Lots. The contractor shall propose six lots according to the priorities in table 3 above, with priority 1 the highest. The contractor shall perform the services only upon NSPA work order notification. NSPA will only proceed to lots containing Priority 4, 5 and 6 according to affordability of the fixed budget. [See Bidding Instructions]

4.5 Transportation Detail

General. The contractor shall select a mode and method of transport suitable for their proposed plan that is safe, secure, environmentally efficient and compliant with all applicable national and international regulations. Transport shall be managed and performed by the contractor. The contractor (and/or any employed subcontractor) shall possess valid ISO 9001 certification or equivalent for the activities within the scope of the transportation.

(ISO) Freight Containers. The Contractor shall be responsible for any hiring of ISO containers. In that event, the containers must be pre-positioned at the Customer's depots at least one week before the scheduled pick-ups. If the Contractor chooses to use containers, it must be clearly indicated in his bid. Military Bases have no freight container handling capability. Loading space is available adjacent to the storehouses and some have platform level loading for the ammunition. Freight containers may be pre-positioned only upon coordination with respective Military Base authorities.

Loading Responsibilities. The loading of vehicles at the Customer's depots will be performed by the depot staff. Material handling equipment (MHE) appropriate for moving the items from its storage locations onto the Contractor's vehicles shall be provided and operated by

the depots. The Contractor shall be responsible for securing the items and providing any bracing materials required. It is advisable to equip the trucks with stackers in order to be able to move the items inside the lorries. The ammunition dimensions provided at Enclosures 1 and 2 range from boxes of 75kg weight to crated Aircraft bombs of between 260kg to 530kg weight and 1.8m to 2.6m in length. The contractor shall be familiar with the transportation of oversized and crated ammunition items, ideally aircraft bombs. The Customer's depots are not authorized to provide any equipment or support to the Contractor other than the support mentioned above.

Pallets and Dunnage. The ammunition is oversize and not presented in palletised unit loads. The contractor shall be responsible for securing the ammunition for carriage and providing any bracing, chocking or dunnage materials and tie-down straps. Where the contractor chooses to palletise loads for handling purposes, the contractor is responsible for those preparations.

Overpack. The contractor shall be responsible for assessing and implementing any requirement to overpack to satisfy a derogation in accordance with the relevant national or international procedure or to make ready for DG movement through marking or labelling as part of this SOW. NSPA shall be informed of any overpack plan and such work shall be coordinated with the Bulgarian and Military Bases for completion prior to loading.

Planning. Loading and collection should be performed on working days during daylight hours, observing the planned priorities set by the Bulgarian MOD and by the Military Base. Prior agreement shall be reached with the Military Base commander regarding practical arrangements at least ten (10) work days prior to collection. A consignment list of the ammunition to be loaded and collected shall be forwarded to each Military Base commander.

DG Despatch Checks. The contractor shall appoint a competent person to comply with ADR and Directive 95/50/EC Article 6 or equivalent for the completion of checklists in the despatch of DG from the Military Bases.

4.6 Inventory Control

Consignment Manifest. An inventory shall be taken at loading and recorded in a consignment manifest. Bulgarian MOD accounting forms shall also be completed at the same time. This will provide inventory or accounting control and support DG requirements alongside 'information in writing'. The consignment manifest shall include:

Ammunition designation.

Quantity of each item.

Packaging type for each item.

Number of packages per item.

Total Gross Weight of consignment.

Total Net Explosives Content.

Hazard Divisions (HD) and Compatibility Groups (CG).

UN Serial Numbers (UN Ser No).

Proper Shipping Name (PSN).

(Any required derogation statements or phrases)

Distribution. The contractor shall work with the issuing Military Base to draw up four (4) copies of the consignment manifest on which the carrier shall certify having picked up the

consignment. Within one (1) week following receipt, the contractor, having acknowledged receipt of the consignment by endorsing the consignment manifest (indicating name, position, date and signature), shall return a copy of the manifest to the issuing Military Base (and/or other location as required by the owning department). The manifest shall not contain any alterations or deletions. In the event of any difference or anomaly, a signed and dated sheet of comments shall be attached to the copy of the consignment manifest. Distribution of the manifest shall be determined and instructed by the Bulgarian MOD.

4.7 Transport Security

General. The contractor shall observe all required security instructions including types of vehicles, locks, notifications and security background checks of personnel involved. To enhance security during transport, the locking systems of the vehicles, trailers and containers used must be secured with numbered seals. The serial numbers of the seals shall be recorded on the consignment manifest. These numbers shall be cross-checked on receipt at the contractor's depot.

Transport Controller. A transport controller, designated by the contractor, shall be in charge of all ammunition movement and is responsible for maintaining control of all movements. He may be the same as the (DG) Safety Advisor. The controller shall be responsible for liaison with all necessary Bulgarian and other national authorities for the safety and security of route planning, stops and halts. The Bulgarian Military Police will escort movement within Bulgaria.

Personnel. The contractor shall ensure that their personnel and subcontractors satisfy ADR for the secure transportation of military DG. The contractor shall secure all necessary authorizations for transport within Bulgaria and/or other nations may be transited. Contractor personnel and subcontractors in charge shall possess the required security clearances. The Bulgarian MOD reserves the right to refuse access to Military Bases and bar from participation any person failing to provide all the required security assurances.

High Consequence DG. The high consequence DG list within ADR shall apply to this SOW. Attention is drawn to the applicability of any resulting or subsidiary UN DG Classes from the breakdown and demilitarisation process.

DOCUMENTATION & REPORTING

5.1 Provision of Technical and Logistic Data Package

Bulgarian MoD only holds limited technical data for each item of ammunition. A summary of this technical data in Russian and translated to English is provided at Annex C. It should provide sufficient information to plan and cost demilitarization procedures. The contractor shall develop Technical and Logistic Data Package (TLDP) as a technical basis for the safe and effective demilitarization process for each type of ammunition listed in this SOW. The TLDP represents the best available technical and logistic information at the time the offer is prepared.

The requirement includes munitions designed by the Former Soviet Union (FSU). The ammunition includes high explosive SM and antitank mines with TNT/RDX fillings, and incendiary SM whether or not the ammunition shall be subject to CCM. The contractor shall have experience and technical knowledge of FSU munitions, their chemical compositions, and safety designs, as well as the capability to understand documentation and ammunition marking systems in Russian language.

Due to the requirements of CCM, ammunition accounting and reporting shall be maintained at the CM and SM level.

The contractor shall provide a Preliminary Project Management Plan (PPMP) explaining how the project will be managed. The PPMP shall be submitted with the technical proposal. The PPMP will include detailed sub sections or annexes as set out at section 9. The final Project Management Plan will be based on the PPMP and be completed within 30 days after contract award.

5.2 Insufficient Documentation

If the contractor considers the technical documentation to be insufficient, common engineering and workshop practices will be applied. The contractor shall make any effort to acquire the information from the manufacturer, in order to meet the requirement within the agreed timelines. Only when missing information cannot be obtained by the contractor an inquiry may be submitted to NSPA including all necessary details, references to pertinent technical documentation, copies of drawings and specifications, test results, photographs and any other relevant information. NSPA may facilitate provision by the MoD of the additional technical data. If the information remains unavailable, NSPA shall provide adequate instruction to the contractor in respect to service performance.

5.3 Contract Meetings

The contractor shall attend all requested contract meetings. Meetings may occur at contractor facility, or NSPA headquarters, or Bulgarian MoD premises. Location shall be timely determined and agreed prior to each meeting. The Contractor shall organize as a minimum the following contract meetings with NSPA:

Kick Off Meeting. Not less than three (3) weeks after contract award, a Kick-Off meeting shall be organized. During this meeting, the access to the Military Bases and the contractor's Project management Plan including the proposed transportation schedule will be discussed. Further coordination meetings may be required.

Project Management Review. Project Management Review meetings (PMR) will normally be held every six months and may include MoD representatives. Additional meetings may be held if necessary subject to project performance. The contractor shall provide updates and forecasts of all project activity. Project decisions shall be made according to project performance.

5.4 Reporting

The Contractor shall provide NSPA with at least the following documents:

Production Status Report. This report summarizes the demilitarization status, records the type and quantity of ammunition that has been received at the Contractor's storage site as well the type and quantity of scrap that has been generated. Reports are to be submitted even if no activity has occurred during the reported period. The format and frequency of the Monthly Production Status Report will be confirmed at the Kick-off meeting.

Certificate of Demilitarization. This certificate, raised and signed by the Contractor, provides an accountable record of the disposal and recycling of munitions and components under the contract. It provides proof of disposal and shall be attached to the invoice. The certificate must state that the ammunition has been destroyed and that no part, material or explosives can or will

be reused for its original intended purpose³. The format of a Certificate of Demilitarization will be agreed by NSPA with the Contractor. The contractor, in conjunction with NSPA and MoD, will coordinate any national GQAR verification. With his signature, the GQAR attests that, within the provisions of STANAG 4107, AQAP 2070 and the RGQA, the planned GQA has been performed.

Incident/Accident Report. Any incident or accident causing injury or damage that occur during the internal transportation, storage or demilitarization of ammunition that is part of this contract shall be reported to NSPA without delay.

5.5 Discrepancies.

All below identified discrepancies shall be reported to NSPA by using the Discrepancy Report. In this case, discrepancies are meant as operational non conformities with that planned or declared on a manifest. Differences to the planned quantities shall be reported to NSPA along with certified reports and justifications, in order to allow review and decision making. Discrepancies shall be reported in the following circumstances:

Changes in Item Descriptions as compared to contract award

If the items are found not to be as described in the technical data package (TDP), the issue shall be reported to NSPA along with certified reports, justifications and proposed actions, in order to allow review and decision making. NSPA will endeavour to provide a response within 15 days of notification. Any actions performed prior to NSPA's formal approval shall be at the Contractor's own risk.

Changes in Quantities as compared to contract award

The quantities of each item for demilitarisation may vary in comparison with the notified quantities in the solicitation. If the received quantities vary $\pm 10\%$ from the notified or contracted quantities, the issue shall be reported to NSPA to allow review and decision making. The situation may be formalised by means of supplemental agreements to the PO. Differences to the contract quantities must give rise to a discrepancy report.

Changes in items or in quantities compared to the transportation documentation

The truck driver is the only one legally responsible for the load on his truck. This implicitly means that the Customer shall never ask the driver nor the Contractor to allow discrepancies:

- Between truck load and paperwork e.g. bigger quantity of an item, an extra item,
- Related to packaging or labelling e.g. no ADR labelling.

The truck driver has the right to refuse a load and in worst case scenario the truck(s) can leave the depot empty. In this case the Contractor shall inform NSPA ASAP after the incident.

5.6 Bulgarian contacts

The Bulgarian MOD has provided a list of contact points to assist with the coordination of movement and transportation within and from Bulgaria. [Details at Table 4 are removed from this SOW but are available upon formal request during bidding period]

³Any component or material not fully destroyed (under MoD prior approval), is to be listed separately.

Table 4: Transportation Contact Points. (details removed in RFP)

Ser	Contact	Address	Phone & Email
(a)	(b)	(c)	(d)
1	Ministry of Economy	Controlled Trade and Security Directorate	
2	Ministry of Economy	Controlled Trade and Security Directorate	
3	Ministry of Transport, Information Technology and Communications	Executive Agency Road Transport Administration	
4	Ministry of Interior	Main Directorate National Police, Security, Licensing and Permits Branch	
5	Bulgarian Customs Agency	Customs Activity and Methodology Directorate	

5.7 Technical Reporting and Contact Points

The contractor shall within the scope and execution of this SOW support a series of project meetings and compile and submit reports in the formats required and to the addressees specified. These reports shall be saved in an Acrobat Reader© compatible format and distributed via email by the contractor. Unless otherwise notified all reports shall be distributed to NSPA, the Bulgarian MOD and the relevant issuing Military Base or JF Logistic Brigade or Air Force official contact point. The technical reporting contact points are shown at Table 5. The contractor shall provide all necessary information and support the reporting by State parties to meet the requirements of CCM Article 7 Transparency Measures. [Details at Table 5 are removed from this SOW but are available upon formal request during bidding period and will be confirmed on award]

Table 5: Technical Reporting Contact Points. (details removed in RFP)

Ser	Contact	Address	Phone & Email
(a)	(b)	(c)	(d)
1	NSPA	General and Cooperative Services Programme 8, Rue de la Gare L 8325 Capellen Luxembourg	
2	Bulgarian MOD	Office 374 Logistics Directorate Ministry of Defence 3 Dyakon Ignatiy Street 1092 Sofia, Bulgaria	
3	Joint Force Command	Joint Forces Command Totleben Blvd. 34 1606 Sofia, Bulgaria	
4	Bulgarian Air Force	Air Force HQ Totleben Blvd. 34 1606 Sofia, Bulgaria	

DEMILITARIZATION

6.1 Duty of Care

The contractor is responsible for all safety and environmental standards and regulations and shall implement effective safety and environmental management systems.

6.2 Condition of Ammunition

Unless stated to the contrary, the ammunition will be as designed and manufactured, and fit for its intended purpose. Unless otherwise indicated, the ammunition will be in its original packaging and reputed to be suitable for transport. However the contractor must expect and plan for a limited degree of degradation owing to the age of the ammunition. Any proposed demilitarization process shall take into account reasonable degradation consistent with the physical and chemical attributes of the ammunition. If known, the extent of such deterioration shall be indicated to the contractor.

6.3 Reporting

If, after having received and inspected the ammunition, the contractor considers that the condition of the ammunition is not as described or expected, and that it will require changes to the approved plan, the contractor shall:

Immediately provide a summary of the problem to NSPA and MoD;

Subsequently submit to NSPA an assessment of the extent of the required changes to the approved plan, and any operational and cost implications;

No work shall be performed without a formal order issued by NSPA procurement authority.

6.4 Accounting and Reporting

Due to the requirements of CCM, ammunition accounting and reporting shall be maintained at the Cluster Munition and Sub-Munition(SM) level. Generic SM may vary at the sub-type level from those listed by the Bulgarian declarations or be found packaged together. Any variance shall be reported. The contractor shall plan for such variances, for example explosive PTAB 2.5 (PTAB 2.5, PTAB 2.5M, PTAB 2.5KO et al) or incendiary sub-types ZAB 2.5 (ZAB 2.5M1, ZAB 2.5M, ZAB2.5C et al), and process the varying sub-types at no extra cost to NSPA.

6.5 Demilitarization Processes

The contractor shall complete the demilitarization operations associated with each consignment, as evidenced by the signed certificate of demilitarization (COD), within four (04) months following the date on which the ammunition is collected by the contractor from the MoD nominated location. Where a GQAR has been appointed, the GQAR signature on the statement of GQA signifies that the planned GQA has been performed. It does not mean acceptance of the supplies on behalf of the Delegator, does not necessarily mean that the individual items have been inspected, nor does it mean that certification (e.g. airworthiness and seaworthiness) has been granted

Demilitarization is defined as the process to achieve full destruction of the item such that the ammunition has been destroyed and that no part, material or explosives can be reused for its original intended purpose. The contractor shall assume ownership of all resulting material including any valuable scrap and waste, hazardous and non-hazardous. Explosive materials must be disposed of, where applicable, by cost effective means consistent with the least possible negative impact on the environment. On contractor's request and subsequent authorisation by

NSPA, recovered explosives may be destroyed, converted into other products, or recycled for civil use applications. However, explosives shall not be recycled for military use. (see para 6.12).

The contractor shall demilitarize the ammunition and dispose of the residues following established industrial standards for the processes to be performed. Demilitarization is considered to be complete when all the residues from the demilitarization process have been recycled or destroyed. The demilitarization operation will consist of the main tasks listed below:

Receiving, accounting for, and storing the ammunition until demilitarization;

Breaking-down the ammunition for safe disposal of explosives and metal/plastic scrap (e.g. brass, copper, steel, etc.);

Disposal of explosive materials;

Disposal of scrap;

Certification of disposal and reporting.

6.6 Resource Recovery and Reuse (R3)

The demilitarization operations shall make the optimum use of R3 so as to ensure maximum environmental protection/benefit of recovered materials. Once demilitarised, the resulting material belongs to the contractor who is responsible for its sale or final disposal under national legislation. The contractor shall report an account of the material recovery and disposal for both the ammunition and its packaging at the end of the contracted quantity of each item. The contractor shall estimate the weight of waste arisings per item and submit an estimate of the total recovered items under this contract each quarterly period.

6.7 Demilitarization Processes

The contractor shall have sufficient processing capacity to process the ammunition which is subject to this SOW within the agreed timeframe. Only equipment that is technically reliable, that has proved to be effective, that has been approved and that has been previously used in connection with ammunition demilitarization shall be employed in the performance of the services. The processes shall be endorsed by the national authorities of the place where demilitarisation is effectively performed; the endorsement shall be properly documented and kept on file by the contractor for verification by NSPA.

6.8 Development of New Capability.

In general the contractor shall already have experience in demilitarisation of the items in this SoW. Where the contractor needs to modify an existing process to demilitarise certain items, then the contractor shall seek the endorsement of the national authorities of the place of performance prior to effectively performing the service.

6.9 Incineration Plant.

Where a permanent incineration plant is used to process hazardous materials and items, it shall comply with EU Directive 2010/75/EU. All incineration process shall have national approval of the place where demilitarisation is effectively performed.

6.10 Receipt and Storage

On receipt of the ammunition at the disposal or intermediate storage facility an inventory must be made to ensure that ammunition has not been misappropriated or mislaid during transport.

Storage of ammunition must observe national safety regulations.

The storage facility must be securely guarded.

6.11 Demilitarization Methods

Demilitarization of ammunition will be effected by applying procedures developed by the contractor, using tools and equipment provided and maintained by him. The contractor is responsible for all safety aspects and for observing national and international environmental standards and regulations. The demilitarization process shall ensure that ammunition and components cannot be re-used for their original intended purpose, unless such re-use has been specifically authorized by MoD and accordingly instructed by NSPA.

6.12 Disposal of Explosive Materials

Explosive materials shall be disposed of, where applicable, by cost-effective means consistent with the least possible negative impact on the environment. Explosives may be destroyed, converted into other products or recycled for civilian use. However, explosives shall not be recycled for military use. The contractor shall provide relevant evidence for end use of any recycled explosives.

Ammunition and Explosives. In the performance of this SOW, the contractor shall not use destruction by Open Burning (OB) or Open Detonation (OD) methods. The terms OD and OB shall be applied to the disposal of ammunition and explosives classified as UN DG Class 1 Articles and Substances. The environmental impact of the proposed destruction methods shall be assessed and demonstrated to be in compliance with national legislation and the site authorisations.

Non-UN DG Class 1. Articles or substances derived from the breakdown of ammunition may, due their properties and change in packaging, no longer be treated as UN DG Class 1. The contractor shall assess any requirement for reclassification to another DG Class and apply the appropriate disposal method permitted and controlled through national legislation and site authorisations.

6.13 Demilitarization of Wastes

Ammunition parts and components to be disposed of as scrap must be destroyed by permanent deformation and must be free of toxic and hazardous materials. No part shall be in a condition that will permit re-use for its original intended purpose. They must also be free from markings that enabling identification of the use and original user.

Packing material, boxes, crates and containers if sold as scrap shall be cleaned from markings that could enable identification of the use and original user. Such items shall not be re-used for their original intended purpose.

The contractor is required to manage the appropriate final disposal of waste streams according to national requirements. The contractor shall have an effective system to manage waste streams and shall make available records for inspection in accordance with section 7.

6.14 Proof To Be Provided By Contractor

The contractor shall provide NSPA with formal proof, for each of the principal tasks to be performed, that the ammunition and components have been destroyed and not diverted to any third party, and that national and international safety and environmental standards and regulations have been observed in the performance of the work.

6.15 Pentachlorophenol (PCP)

Pentachlorophenol (PCP) and some other wood preservatives are hazard to health. Processing and disposing of such material commonly found in wooden packaging, pallets and materials associated with ammunition require specific attention to protect human health and the environment. The disposal of PCP-treated materials in the context of NSPA demilitarization shall be undertaken in accordance with European legislation (Directive 2000/532/EC) and national legislation governing the disposal of PCP-treated materials and environmental protection.

QUALITY ASSURANCE

7.1 General

The contractor shall be responsible for maintaining effective control of processes and quality of materiel and services in accordance with AQAP2131 Ed C 'Requirements for Final inspection and Test'.

7.2 Certification

The contractor and any subcontractors for demilitarization shall have approval from the national authorities to store and process weapons and ammunition. The contractor and his subcontractors for demilitarization and waste processing shall possess valid ISO 9001 and 14001 certifications or equivalent, see section 8, for the activities within the scope of this project. If certification is in the process of being renewed, the contractor or the subcontractors shall supply written proof obtained from the certification body attesting to the fact that the recertification process is under way. This (these) document(s) must indicate that there is no *prima facie* reason for recertification to be likely to be denied.

OHSAS 18001 certification is desirable

7.3 Loss of certification

If the contractor loses his certification or if recertification is denied, the contractor shall immediately notify NSPA for review and decision in coordination with the MoD.

7.4 Quality Plan

The contractor shall draw up and implement a QP in accordance with Allied Quality Assurance Procedure (AQAP) 2105. The quality plan shall set out in detail how the contractor's quality system, usually described in a quality manual, shall be applied to the ammunition demilitarization programme. The quality plan may be included within the PMP but must include the following:

References to technical documentation, such as specifications and drawings, concerning the materiel to be demilitarized;

References to relevant regulations and procedures, such as environmental protection regulations, personnel safety regulations and standing operating procedures (SOP);

A detailed description of the demilitarization processes (through a logic flow-chart, including contractor internal quality controller and any external audit processes, process of hazardous and scrap materials, etc.)

Instructions for the monitoring and disposal of hazardous and scrap materials;

Quality control procedures and documentation;

Environmental protection procedures;

A demilitarization timetable by line item, indicating anticipated completion dates.

The Supplier shall submit to the NSPA and copy to the GQAR 30 days after contract award and prior to the start of work an acceptable Quality Plan (QP) which addresses the contractual requirements. The QP shall be a clearly identified discrete document or part of another document that is prepared under the contract.

The NSPA and the GQAR reserve the right to reject the QP and their revisions. The quality plan may be included within the PMP.

7.5 Deviations and Waivers

If the contractor becomes unable to meet the requirements or if he considers that an improvement should be made, he shall promptly notify NSPA and provide detailed/documented justification and proposed solutions. NSPA shall accordingly engage with the MoD and notify the contractor of the authorized course of actions.

If the contractor identifies the need of a major change in the procedures that have been agreed in the QP, he shall submit to NSPA a change request for approval with sufficient information to enable assessment and decision-making. Such requests shall be reviewed and authorized by MoD, and where appropriate, approved by the GQAR.

ENVIRONMENTAL PROTECTION

8.1 General

NSPA's General and Cooperative Services Programme is committed to achieving the highest possible standards of environmental performance, preventing pollution and minimising the impact of own and contractor's activities on the environment by means of continual improvements on behalf of the NATO Nations.

The contractor shall establish and maintain systems that protect the environment from contamination, pollution or other adverse impacts resulting from the demilitarization work. The contractor's environmental protection measures shall be, as a minimum, in accordance with national, regional and local laws and regulations.

Demilitarization techniques that involve uncontrolled emissions of the by-products deriving from the burning or detonation of explosive materials, including Open Burning/Open Detonation, are not permitted under this project, even if such techniques are permitted by the national regulations of the country in which the demilitarization takes place.

The contractor is responsible for all safety aspects and for the implementation of all European environmental standards and regulations, and, where applicable, the Directive 2010/75/EU of the European Parliament and of the Council on industrial emissions (integrated pollution prevention and control) of 24 November 2010.

The contractor shall manage the environmental impact of these operations and be able to demonstrate that any items processed during this project will not cause any unacceptable impact, and are within the licensed limits. This should be done through preparation of an assessment of the state of the area prior to, mid-way and at the end of the project.

8.2 blank

8.3 Environmental Management Manual

The contractor shall provide and maintain an Environmental Management Manual (EMM) defining how he will fulfil the ISO14001 requirements or equivalent qualification. This may cover all operations on site within the existing procedures or be a separate plan specific to the activities within the project. The EMM shall contain:

- ISO 14001 or equivalent certified Environmental Management System which is accredited (e.g. EMAS (Environmental Management & Audit Scheme) or Integrated Management Systems);

- An environmental management system policy;

- Permits and licenses issued by relevant authorizing authorities;

- Operating procedures related to environmental protection;

- An environmental emergency response plan to response and manage emergencies and incidents in order to minimise damage to the environment. The plan shall include but not limited to:

 - Environmental Emergency Response Procedure (Focusing on potential major incidents for example, fire, explosion, spill, incinerator malfunction)

 - Communication Strategy and Reporting Flowchart

 - Spill Prevention and Containment Procedure

 - Points of contact when an incident occurs

Most recent environmental management system audit report by a third party auditor

8.4 Project Related Environmental Management Plan

The contractor shall maintain a Project-related Environmental Management Plan (PEMP). The PEMP may be part of the project management plan. PEMP is specific to the requirements of the project and be coordinated with and approved by NSPA. PEMP shall contain:

- The contractor shall provide an Environmental risk assessment within the technical proposal and Incident/Accident Report.

8.5 Legal Requirements

The contractor shall be in compliance with, as a minimum, the following legal requirements:

- Host Nation national, regional and local environmental laws and regulations, where applicable.

- European Union (or equivalent from a non-EU NATO country) environmental protection regulations and the national implementation references (i.e. law, regulation) pursuant to the EU Directives

The contractor shall fulfil all regulatory compliance obligations and supply an “Environment Protection Declaration of Conformity” showing compliance to all applicable laws and directives.

HEALTH PROTECTION

9.1 Worker Health Protection

The contractor shall perform all work activities in accordance with the relevant national Health and Safety legislation and regulations, encompassing not only the safety of deliverable items but also the safety of employees and others that may be affected.

The contractor shall comply with the minimum safety and health requirements for the workplace (Regulation 89/654/EEC or national equivalent) and the introduction of measures to encourage improvements in the safety and health of workers at work (Directive 89/391/EEC).

The contractor shall comply with the national Health and Safety regulations that apply at the place of service performance.

The contractor shall fulfil all regulatory compliance obligations and supply a “Health Protection Declaration of Conformity” stating compliance to all applicable regulations.

CONTRACT DATA REQUIREMENTS LIST (CDRL)

10.1 CDRL

The Contractor shall provide NSPA with at least the data and documents identified in Table 6.

Table 6: Contract data requirements list (CDRL)

#	Title	SOW Ref	Frequency	Remarks
1	Ammunition Technical Information	5.1	-	TLDP Included with the PPMP
2	Preliminary Project Management Plan (PPMP)	5.1	Draft with Technical Proposal	On the basis of this preliminary plan, the Contractor will furnish the Final Project Management Plan, # 11 refers.
3	Project Schedule		-	Included with the PPMP
4	Risk Management Plan	2.3	-	Included with the PPMP
5	Quality Management Plan	7.4	Draft with Technical Proposal Final version within 30 days after contract award	Included with the PPMP
6	Declaration of compliance with relevant Health and safety regulations and directives	8.1	-	Included with the PPMP
7	Declaration of compliance with relevant environmental protection regulations and directives	7.5	-	Included with the PPMP

NATO UNCLASSIFIED

#	Title	SOW Ref	Frequency	Remarks
8	Demilitarization Licensing	7.2	With the Technical proposal	Included with the PPMP
9	ISO or equivalent Certificates	7.2	With the Technical proposal	Included with the PPMP
10	OHSAS Certificate	7.2	With the Technical proposal	Included with the PPMP
11	Final Project Management Plan		see serial #2 above	Final version within 30 days after contract award
12	Final Quality Management Plan	7.4	see serial #5 above	Included with the PMP
13	Standard Operating Procedures (for each line/type)	6.7	-	For approval prior to starting any line/type of ammunition (detailed factory SoPs may be in local language. A summary of each in English)
14	Environmental Management Manual (EMM)	8.3	-	Included with the PPMP
15	Project-related Environmental Management Plan (PEMP)	8.4	Draft with Technical Proposal Final version within 30 days after contract award	Included with the PPMP
16	Production Status Report	5.4	Monthly	From contract award onwards at the first day of the following month.
17	Certificate of Demilitarization	5.4	Monthly of each ordered line item quantity.	Submitted to NSPA to validate the performed services.
18	Incident/Accident Report	5.4	No later than 48 hours after occurrence	Submitted to NSPA for review and decision making as case be

DONOR ACKNOWLEDGEMENT

11.1 This project is funded from the US Department of State Bureau of Political-Military (PM) Affairs Office of Weapons Removal and Abatement (WRA). The contractor shall support Bulgarian and NSPA official efforts to acknowledge this support. Further details are provided in the Terms and Conditions.