



RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to: robert.kardum@canada.ca

REQUEST FOR PROPOSAL (RFP)

Proposal to: Canadian Nuclear Safety Commission (CNSC)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out thereof.

Instructions: See herein

Supplier name and address:

**Issuing office:
Canadian Nuclear Safety Commission**

Title: Independent Environmental Monitoring Program for AREVA's Cluff Lake Site.	
Solicitation no.: 87055-16-0433/A	Date: May 12, 2017
File No. – N° de dossier:	
Solicitation closes: At 2 p.m. / 14 h June 21, 2017	Time zone: Eastern Daylight Time (EDT)
Address inquiries to: Robert Kardum Contracting Officer	
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Destination: See herein	
Delivery required: (see herein)	Delivery offered:
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date

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Bid Solicitation

For the Provision of

Independent Environmental Monitoring Program for
AREVA's Cluff Lake Site.



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PART 1 – GENERAL INFORMATION

It is understood that the procurement of services for the Canadian Nuclear Safety Commission (CNSC) falls under the provisions of the *Nuclear Safety and Control Act*, S.C. 1997, c. 9.

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Annexes to the Resulting Contract:

[Annex “A” Statement of Work](#)

[Annex “B” Basis of Payment](#)

List of Attachments to Part 3 (Bid Preparation Instructions) :

[Attachment 1 to Part 3 – Pricing Schedule](#)

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection) :

[Attachment 1 to part 4 – Evaluation Procedures](#)

1.2 Security Requirement

There is no security requirement associated with the requirement.

1.3 Statement of Work

The work to be performed is detailed in [Annex A](#) attached to this contract.



1.4 Debriefings

After a contract is awarded, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the contracting authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions (A0000T – 2012-07-16 – modified)

2.1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties.

2.1.2 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.

2.1.3 The [2003 \(2017-04-27\) Standard Instructions – Goods or Services – Competitive Requirements](#) are incorporated by reference into and form part of the bid solicitation. The following changes are made:

a) delete section 02 in its entirety;

b) in section 03, delete “Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16),”

c) Revise subsection 2d of section 5, Submission of Bids, to read:

“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.

d) Revise subsection 4 of section 05, Submission of Bids, as follows:

Delete: sixty (60) days

Replace with: one hundred and twenty (120) days

e) In sections 06 and 07

Delete: “PWGSC”

Replace with: “CNSC”

f) Delete section 8, Transmission by Facsimile, in its entirety.

g) Delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:

a) Bidders are advised that the CNSC reserves the right to consider, as part of its evaluation, any unsatisfactory performance in a previous or current project performed by the bidder, proposed subcontractor or individual proposed resource either on contract or under previous CNSC employment.

b) Additionally, bidders shall take note that once awarded, the performance of the contractor during and upon completion of the work shall be evaluated by the CNSC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the contractor's performance be considered unsatisfactory, the contractor may be declared ineligible for future CNSC contracts.



h) Add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work

- i. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.
- ii. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

i) Delete subsection 2 of section 20, Further Information, in its entirety.

2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the Request for Proposal.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to the CNSC will not be accepted.

2.3 Former Public Servant

See [Part 5 – Certifications, Certification](#) required with the bid and section [6.6 of Part 6 – Resulting Contract Clauses](#).

2.4 Enquiries – Bid Solicitation Period

- 2.4.1 All inquiries must be submitted in writing to the contracting authority no later than four (4) calendar days before the bid closing date. Inquiries received after that time may not be answered.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries 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 the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all



bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

2.5 Applicable Laws

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.

3.1.2 The CNSC requests that bidders provide copies of their bid in separate sections, as follows:

Section I: Technical Bid (1 copy by email)

Section II: Financial Bid (1 copy by email)

Section III: Certifications (1 copy by email)

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

3.2 Section I: Technical Bid

- a) In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- b) Technical bids should address clearly and in sufficient depth the elements that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate evaluation of bids, the CNSC requests that bidders address and present topics in the order of the evaluation criteria and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c) Technical bids must demonstrate compliance with all mandatory evaluation criteria and should specifically respond to each of the point-rated technical evaluation criteria.
- d) If a mandatory evaluation criterion is not complied with, the bid will be considered non-responsive and will not receive further consideration. Variations on mandatory criteria will not be accepted.

3.3 Section II: Financial Bid

- a) Bidders must submit their financial bids **in Canadian dollars**, in accordance with the pricing schedule detailed in [Attachment 1 to Part 3](#) of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference [Annex B: Basis of Payment](#), when preparing their financial bids.



3.4 Section III: Certifications

Bidders must submit the certifications required under [Part 5](#) of this bid solicitation.



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. The bidder must complete this pricing schedule and include it in its Financial Bid.
2. Any estimated level of effort specified in this pricing schedule is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of effort are provided as estimates only, and must not be construed as a commitment by the CNSC to respect those estimated in any resulting contract.

Firm all-inclusive price for each deliverable:

Deliverable	Delivery date	All-inclusive Firm price
Draft Final Report (del. 5.4)	November 30, 2017	\$ _____
Final Field Sampling and Analysis Report (del. 5.5)	December 15, 2017	\$ _____
Radtrack radon gas detectors retrieval and replacement (del 5.6)	March 31, 2018	\$ _____
Radtrack radon gas detectors retrieval 6 months after winter installation (del. 5.7)	September 30, 2018	\$ _____
Total evaluated firm price (applicable taxes extra)		\$ _____

The bidder may propose a different deliverables schedule in the bid; however, all payments must be linked to specific deliverables with at least 20 percent reserved for final payment.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria.
- (b) An evaluation team composed of CNSC representatives will evaluate the bids.

4.1.1 Technical Evaluation

a) Mandatory technical criteria

Refer to [Attachment 1 to Part 4](#) of this RFP.

b) Point-Rated technical criteria

Refer to [Attachment 1 to Part 4](#) of this RFP. Point-rated technical criteria not addressed in the bid will be given a score of zero.

4.1.2 Financial Evaluation

- a) Refer to [Attachment 1 to Part 3](#) of this RFP.
- b) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in [Attachment 1 to Part 3](#) of this RFP.

4.1.3 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, with Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

(a) Basis of Selection – Highest Rated Within Budget (A0036T – 2007-05-25)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non-responsive.



3. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

(b) **Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is **\$125,000.00** (applicable taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.



ATTACHMENT 1 TO PART 4 – EVALUATION PROCEDURES

1. Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The bidder must address each criterion separately and provide the necessary documentation to support compliance with each criterion.
- 1.2 Any bid that fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration.

No.	Mandatory technical criteria	Met/Not Met	Bidder's cross-reference to proposal
M1	Contracting Firm or Senior Resources <ul style="list-style-type: none"> • 15 years' experience working in the field of Environmental Sampling and Assessment 		
M2	Education and experience of proposed resources: <ul style="list-style-type: none"> • Minimum requirements as specified in Appendix 1 to Annex A 		
M3	Analytical Laboratory <ul style="list-style-type: none"> • Laboratory is CALA accredited • Laboratory capabilities for the analysis specified in the Statement of Work. 		



2. Point-Rated Technical Criteria

- 2.1 Any bid that meets all the mandatory technical criteria will be evaluated and scored in accordance with the following table. The Bidder must provide the necessary documentation to demonstrate its qualifications and capabilities in relation to each criterion.
- 2.2 Any bid that fails to obtain the required minimum number of points specified will be declared non-responsive and will receive no further consideration.

No	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Multiplier	Maximum available points	Bidder's cross-reference to proposal
R1	The Bidder should demonstrate the background and experience of its organization, particularly as it relates to the Statement of Work, as well as the background and experience of proposed subcontractors.	<p>0 Points – not addressed in proposal</p> <p>1 Point – bidder/subcontractor has experience with 1 to 5 successful prior relevant project</p> <p>3 Points – bidder/subcontractor has experience with 6 to 10 successful prior relevant project</p> <p>5 Points – bidder/subcontractor are well known in field of study with 10+ successful prior relevant projects</p>	× 2	10	



R2	The Bidder should demonstrate an understanding of the outcomes and objectives of conducting Environmental Services as it relates to the Statement of Work	<p>0 Points – incorrect understanding of scope and objective</p> <p>1 Point – given verbatim from RFP and understanding is not fully demonstrated</p> <p>3 Points – good understanding of scope and objectives</p> <p>5 Points – in-depth understanding of scope and objective fully demonstrated</p>	× 1	5	
R3	The Bidder should demonstrate their understanding of issues, risks, and challenges to Environmental Services as it relates to the Statement of Work. It should also include potential solutions and evidence of the Bidder’s successful application of those solutions in past projects	<p>0 Points – fails to identify any potential problems</p> <p>1 Point – 1 to 2 major difficulties identified; proposed solutions will not adequately resolve all</p> <p>2 Points – 1 to 2 major difficulties identified; proposed solutions adequately resolve</p> <p>3 Points – 3 to 4 major difficulties identified; proposed solutions will not adequately resolve all</p> <p>5 Points – 3 to 4 major difficulties identified; proposed solutions adequately resolve all</p>	× 1	5	



R4	The Bidder should demonstrate their approach and proposed methodology to meet the project requirements as well as demonstrate the level of success.	<p>0 Points – not addressed in proposal</p> <p>1 Point – approach and methodology does not expand from RFP</p> <p>3 Points – approach and methodology address the RFP requirements with adequate level of success</p> <p>5 Points – approach and methodology address the RFP requirements with high level of success</p>	× 1	5	
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R5	<p>The Bidder should provide a detailed work plan which includes a list of tasks and deliverables. The work plan should identify the:</p> <p>1) assigned resource for each task, 2) level of effort per task, 3) level of effort of each resource per task, and 4) proposed schedule.</p>	<p><u>Work Plan</u></p> <p>0 Points – not addressed in proposal</p> <p>1 Point – list of tasks and deliverables beyond details stated in RFP</p> <p>1 Point – one or more resources are proposed for each task</p> <p>2 Points – level of effort for each resource is proposed</p> <p>2 Points – level of effort for each task is proposed</p> <p>1 Point – proposed schedule conforms with RFP or alternate schedule is proposed with rationale</p> <p><u>Level of Effort</u></p> <p>0 Points – not addressed in proposal or work performed by junior level personnel</p> <p>4 Points – adequate total level of effort, critical work performed by appropriate mix of junior/senior personnel</p> <p>8 Points – adequate total level of effort; critical work performed by personnel with senior level experience</p>	× 1	15	
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R6	The resources proposed should have experience collecting environmental samples and/or conducting environmental monitoring in the Athabasca Basin in Northern Saskatchewan.	0 Points – not addressed in proposal 1 Point – resources have experience with 1 to 5 successful prior relevant projects 3 Points – resources have experience with 6 to 10 successful prior relevant projects 5 Points – resources are well known in field of study with 10+ successful prior relevant projects	× 2	10	
	TOTAL (minimum 70% pass mark or 35 points)			50	



PART 5 – CERTIFICATIONS

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

- Integrity Declaration Form: <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

Note: An Integrity declaration form must be submitted **only** when:

1. the supplier, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy*; and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity provisions](#).

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the *Ineligibility and Suspension Policy* (<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:

- List of names for integrity verification form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>)

Note:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors



- Privately owned corporations must provide a list of the owners' names
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners
- Suppliers that are a partnership do not need to provide a list of names

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

CNSC will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 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, CNSC will inform the Bidder of a time frame within which to provide the information. Failure to comply with CNSC'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, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S.C, 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.C, 1985, c. C-17, the [Defence Services Pension Continuation Act](#), R.S.C. 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.C, 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S.C, 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S.C, 1985, c. C-8.

Former public servant in receipt of a pension

Is the bidder a FPS in receipt of a pension as defined above? **Yes** () **No** ()



Is the bidder or the bidder's employee a former CNSC/AECB (Atomic Energy Control Board) employee? **Yes () No ()**

If so, the bidder must provide the following information:

- 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](#).

Workforce Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a 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.

5.2.4 Status and Availability of Resources (A3005T – 2010-08-16)

1. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
2. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.



5.2.5 Education and Experience (A3010T – 2010-08-16)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.3 Certifications

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Bidder's Authorized Representative

Date



PART 6 – RESULTING CONTRACT CLAUSES

It is understood that the procurement of services for the Canadian Nuclear Safety Commission (CNSC) falls under the provisions of the *Nuclear Safety and Control Act*, S.C. 1997, c. 9.

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

6.1 Security Requirement

There is no security requirement associated with the requirement.

6.2 Statement of Work (B4007C – 2014-06-26)

The contractor must perform the work in accordance with the statement of work in Annex A and the contractor's technical bid entitled _____, dated _____ (*insert date*).

6.3 Standard Clauses and Conditions (A0000C – 2012-07-16 – modified)

6.3.1 All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties. The following changes are made:

For the purposes of this contract, all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" in the clauses and conditions included herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

6.3.2 General Conditions

[2010B \(2016-04-04\), General Conditions – Professional Services \(Medium Complexity\)](#) apply to and form part of the contract. The following change is made:

- a) Replace section 27 with the following:
 - i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
 - ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, *the Treasury Board Policy on Conflict of Interest and Post- Employment*, the CNSC Values and Ethics Code, *the CNSC Conflict of Interest and Post-Employment Policy* and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.
 - iii. Post-employment procedures apply to individuals who have left the public sector.



- iv. The *CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy* and the *CNSC Directive on Reporting and Managing Financial Conflicts of Interest* can be found at <http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm>

6.3.3 Supplemental General Conditions

[4007 \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract (A9022C – 2007-05-25)

The period of the contract is from date of contract to _____ inclusive (*fill in end date of the period*).

6.5 Authorities

6.5.1 Contracting Authority

The contracting authority for the contract is:

Robert Kardum
Contracting Officer
Canadian Nuclear Safety Commission
Corporate Services Branch
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario K1P 5S9
Canada

Telephone: 613-996-6724
Fax: 613-995-5086
Email: robert.kardum@canada.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 Project Authority

Fill in at contract award only.

The project authority for the contract is:

Name:
Title:
Canadian Nuclear Safety Commission
P.O. Box 1046, Station B
280 Slater Street



Ottawa, Ontario K1P 5S9
Canada

Telephone: 613-9xx-xxxx (*insert applicable telephone number*)
Fax: 613-995-5086
Email: _____@canada.ca

The project authority is the representative of the CNSC and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the project authority; however the project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

6.5.3 Contractor's Representative

Fill in at contract award only.

Name:
Title:

Telephone:
Fax:
Email:

6.6 Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-03-21)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#), R.C.S. 1985, c. P-36 pension, the contractor has agreed that this information will be reported on departmental Web sites 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

For the satisfactory performance of the contract, the contractor shall be paid in accordance with the basis of payment, which is found in Annex B attached to this contract.

6.7.2 Method of Payment – Deliverables Payments

Payment will be made in accordance with the schedule of deliverables set out in Annex B attached to this contract.

6.7.3 T1204 – Information Reported by Contractor (A9116C – 2007-11-30 - modified)

- 6.7.3.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 6.7.3.2 To enable departments and agencies to comply with this requirement, the contractor must provide the following information prior to signature of the contract:



- a. the legal name of the contractor, i.e. the legal name associated with its business number or social insurance number (SIN), as well as its address and postal code;
- b. the status of the contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c. the business number of the contractor if the contractor is a corporation or a partnership and the SIN if the contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the contract must provide its SIN;
- d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

6.7.3.3 The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

6.8 Invoicing Instructions

6.8.1 Invoices can be emailed to cnsf.finance@nsc.gc.ca **OR** be mailed to the following address:

Canadian Nuclear Safety Commission
Finance Division
P.O. Box 1046, Station B
Ottawa, ON
Canada K1P 5S9

6.8.2 The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

6.8.3 The last and final invoice under the contract shall be clearly marked "final invoice".

6.9 Certifications

6.9.1 **Instructions to Bidders/Contractors (A3015C – 2008-12-12)**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by the CNSC during the entire period of the Contract. If the contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the CNSC has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 **SACC Manual Clauses**

[A9014C \(2006-06-16\) – Specific Person\(s\)](#)
[G1005C \(2016-01-28\) – Insurance – No Specific Requirement](#)
[A2000C \(2006-06-16\) – Foreign Nationals \(Canadian Contractor\)](#)
[A2001C \(2006-06-16\) – Foreign Nationals \(Foreign Contractors\)](#)
[C2000C \(2007-11-30\) - Taxes - Foreign-based Contractor](#)
[A7017C \(2008-05-12\) – Replacement of Specific Individuals](#)

6.10 Applicable Laws

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



6.11 Priority of Documents

The following documents form part of the legally binding agreement between the parties. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions [4007 \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#);
- (c) the General Conditions [2010B \(2016-04-04\) – General Conditions – Professional Services \(Medium Complexity\)](#);
- (d) Annex A – Statement of Work;
- (e) Annex B – Basis of Payment; and
- (f) the contractor's bid dated (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Intellectual Property

6.12.1 Canada to Own Intellectual Property Rights in Foreground Information (4007 – 2010-08-16)

1. Supplemental General Conditions 4007 shall form part of the contract.
2. The CNSC has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada, for the following reason:
 - i. where the main purpose of the Crown procurement contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

6.12.2 Publication Rights (K3053C – 2008-05-12)

1. In this section,
 - (a) "copyright work" means any work in which a copyright may subsist, produced in or as a result of performing the Contract;
 - (b) "publication" or "publish" do not include disclosure to an academic supervisor or appraiser, for the sole purpose of academic evaluation.
2. Canada grants to the contractor and to the author a royalty-free non-exclusive license to publish or have published any copyright work in the course of the normal dissemination of knowledge in the subject field. The contractor or the author must not however publish or have published any copyright work during the performance of the contract or for a period of eighteen (18) months after without obtaining before the written consent of Canada.
3. Any copyright work published by or on behalf of the contractor or the author must acknowledge that the work was performed under the contract with Canada, unless specified otherwise by Canada.

6.12.3 License to Intellectual Property Rights in Foreground Information (K3305C – 2008-05-12)

1. Subject to subsection 2, if the contractor wishes to make use of the foreground information for purposes of its commercial exploitation or further development, the contractor may make a written request for a license to the



CNSC. Such a request should be made within thirty (30) working days following the performance of the work. The Contractor must give the CNSC an explanation as to why such a license is required. The CNSC must respond in writing to the request within a reasonable period of time. If the request is refused the response must provide an explanation for the refusal. If the CNSC agrees to grant the license, it will be on conditions to be negotiated between the contractor and the CNSC.

2. When the work under the contract involves the preparation of a database or other compilation using information or data supplied by the CNSC, or personal information (as this term is defined in the *Privacy Act*, R.S.C, 1985, c. P-21) collected by the contractor as part of the work, then the license referred to in subsection 1 will be restricted to the intellectual property rights in foreground information that are capable of being exploited without the use of such information or data or personal information.

6.12.4 No Right for Contractor to Sub-License (K3310C – 2008-05-12)

The contractor does not have the right to sub-license or otherwise authorize any party to exercise any of the intellectual property rights in the foreground information.

6.12.5 License to Intellectual Property Rights in Canada-owned Information (K3315C –2008-05-12 – modified)

If the contractor wishes to make use of certain Canada-owned information for purposes of the commercial exploitation or further development of the foreground information licensed to the contractor, the contractor may make a written request to the CNSC for a licence to exercise the required intellectual property rights in such Canada-owned information. The contractor must give the CNSC an explanation as to why such a license is required. The CNSC must respond in writing to any request for such a licence within a reasonable period of time. If the CNSC agrees to grant such a licence, it will be on conditions to be negotiated between the contractor and the CNSC. It is understood that those conditions may include payment of compensation to Canada.

6.13 Dispute Resolution

6.13.1 The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working day period upon agreement in writing by each party.

6.13.2 All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 1 shall be resolved in an efficient and cooperative manner through mediation or any other such third-party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least 20 working days unless resolved earlier. The parties may agree to an extension of this 20 working day period upon agreement in writing by each party.

6.13.3 All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 2 shall be finally settled by binding arbitration.

6.13.4 The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 calendar day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.

6.13.5 The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.



6.13.6 The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.

6.13.7 This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

6.13.8 The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting administration of this contract if the requirements of subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX A – STATEMENT OF WORK

Title: Independent Environmental Monitoring Program for AREVA’s Cluff Lake Site.

1.0 Background

The CNSC launched its Independent Environmental Monitoring Program (IEMP) to independently verify that public health and the environment around licensed nuclear facilities are safe. The IEMP is a tool that forms part of CNSC’s existing compliance verification program. It helps to confirm the CNSC’s regulatory position and decision making.

The IEMP process consists of developing site-specific sampling plans for each nuclear facility, and then processing and analyzing the samples collected. The sampling plans focus on measuring concentrations of contaminants in the environment at publicly accessible locations and in areas of interest identified in Environmental Risk Assessments (ERAs). Samples may be taken for air, water, soil, sediment, vegetation, and food, such as fish, medicinal and/or edible plants, and berries.

Samples are measured for both radiological and non-radiological contaminants related to the activities of the nuclear facility and as identified in the site-specific ERA. Contaminant levels are compared to those in applicable guidelines, reference levels, and/or natural background levels to confirm that there is no impact on human health or the environment. Conclusions and data are then published on the CNSC website, illustrated in a user-friendly dashboard.

2.0 Objectives

The objective of the IEMP is to independently verify that the public and the environment around the nuclear facilities are safe and protected. The results are independent of the facility’s Environmental Monitoring Program.

The IEMP objective is achieved by:

- Directly measuring contaminant concentrations in the surrounding environment that are associated with nuclear activities;
- Comparing contaminant concentrations with appropriate background values, environmental quality criteria, and other available benchmarks;
- Assessing risk to the public and the environment associated with releases and concentrations of nuclear and hazardous substances in the environment

The IEMP helps to confirm the CNSC’s regulatory position and decision making. The intent of the IEMP is not to be a mechanism to validate or make modifications to the facility’s Environmental Monitoring Program (EMP), as this is achieved through the CNSC’s licensing and compliance activities. The IEMP results are independent of the facility’s EMP.

3.0 Scope of Work

The CNSC’s IEMP for 2017 will collect environmental samples from two exposure locations downstream of AREVA Canada Inc.’s (AREVA’s) Cluff Lake site in northern Saskatchewan and from a reference location. The sample locations will be selected in consideration of potential and reasonable access by a member of the public for the purpose of collecting country foods, such as fish, medicinal and/or edible plants, and berries.

The 2017 IEMP sampling plan is provided below and the activity or concentration of radiological (nuclear) and non-radiological (hazardous) substances will be analysed in water, fish, berries, and medicinal and/or edible plant samples. A site-specific sampling plan has been developed based on the licensees’ approved environmental monitoring program and the CNSC’s regulatory experience with the site.



The successful contractor will include one qualified CNSC staff as a member of their field crew. The CNSC staff member has the following list of qualifications:

- experience in collecting environmental samples
- knowledge of the site and associated risks
- field experience in remote areas

The CNSC staff member will not assist in selecting appropriate sites and plant species for collection. They will join the field crew primarily as an observer to ensure that the sampling is conducted independently from the licensee, and to ensure that chain-of-custody of the samples is maintained. They will also be available to assist in transporting the equipment, conducting sampling according to the contractor's sampling procedures, and preparing the samples for laboratory analysis. Both the CNSC staff member and the field crew will follow the contractor's health and safety requirements during travel and during the entire field sampling campaign.

Safety is the main concern due to the remoteness of the site and that there is no permanent presence on site. The contractor should consider flexible field dates so that they could coordinate dates with AREVA's contracted campaign monitoring crew. This would allow for the formation of vehicle convoys. Cell phone service terminates at La Loche; hence the last 300 kilometres of the drive to the Cluff Lake site will require a satellite phone and/or SPOT satellite system.

Accommodation at a permanent camp can be arranged with a local outfitter, Big Bear. This permanent camp is about 70 kilometres away from the Cluff Lake site. The contractor should consider the travel time to and from the permanent camp into their proposed sampling schedule.

4.0 Tasks to be Performed

The contractor shall:

- 4.1 Provide site specific knowledge for locating fish, medicinal and/or edible plants, and berry sample sites in close proximity to the desired public access locations identified as Sandy Lake and Cluff Lake and in close proximity to the reference location identified as Saskatoon Lake.
- 4.2 Provide and complete the following to ensure that work is done safely:
 - Provide applicable employee training certificates (such as wilderness first aid, ATV training, boat, environment and wildlife safety, etc.)
 - Participate in AREVA's safety and familiarity orientation with the Cluff Lake site
 - Participate in AREVA's drug and alcohol policy
 - Complete the following prior to initiating work for CNSC staff to review: Health and Safety Plan, Emergency Response Plan, Safe Work Plan, Job Hazard Assessment, Incident Reporting Plans and Procedures
 - Provide satellite phones and/or SPOT satellite system
 - Provide personal protective equipment (such as safety glasses, gloves, helmets for ATVs, personal flotation device, etc.)
 - Lead daily toolbox/tailgate meetings
- 4.3 Provide personnel, equipment and logistical requirements for a field sample collection program including:
 - Transport of CNSC staff member and equipment from Saskatoon to the field site and from field site to Saskatoon
 - Arrange for accommodations while on the Cluff Lake site
 - Fish collection permits and any other required permits and approvals
 - Truck(s), boat(s) and motor(s), trailer(s), ATV(s) as required. Consider using trucks with heavy duty tires and



extra full size tires

- YSI or equivalent probe, scissors, gill nets, dissecting tools
- 18 Landauer Inc. Outdoor Radtrak Radon Gas Detectors (product number 7409) and 18 protective canisters (product number 3330) and nails, stakes etc. to facilitate installation
- Chain of custody forms, sample bottles, jars, bags as required by the third-party contractor's laboratory
- Coolers, freezer packs, cold packs for transporting samples from field site to contractor's office
- Refrigerator/freezer space at contractor's office for temporary sample storage
- Preparation of samples, transportation, and submission to the third-party contractor's analytical laboratory

4.4 Implement field sampling program and sample preparation.

- Select exposure sample locations for radon in air, surface water, fish, one medicinal/edible plant species and one edible berry species in the vicinity of Sandy Lake and Cluff Lake and reference sample locations in the vicinity of Saskatoon Lake.
- Record in writing and in photographs details on field data collection: date, time, weather, wind direction, field procedures, Outdoor Radtrak Radon Gas Detector installation locations etc.
- Collect and record GPS coordinates of each sample location and Outdoor Radtrak Radon Gas Detector installation location
- Install three (triplicate) Landauer Inc. Outdoor Radtrak Radon Gas Detectors and protective canisters at Sandy Lake. Retrieve the three gas detectors after approximately 6 months (February - March 2018) and replace with three (triplicate) new gas detectors. Retrieve all gas detectors and protective canisters and any installation material (i.e. straps, nails, stakes, etc.) approximately 6 months after the second deployment (August - September 2018).
- Install three (triplicate) Landauer Inc. Outdoor Radtrak Radon Gas Detectors and protective canisters at Cluff Lake. Retrieve the three gas detectors after approximately 6 months (February - March 2018) and replace with three (triplicate) new gas detectors. Retrieve all gas detectors and protective canisters and any installation material (i.e. straps, nails, stakes, etc.) approximately 6 months after the second deployment (August - September 2018).
- Install three (triplicate) Landauer Inc. Outdoor Radtrak Radon Gas Detectors and protective canisters at Saskatoon Lake. Retrieve the three gas detectors after approximately 6 months (February- March 2018), and replace with three (triplicate) new gas detectors. Retrieve all gas detectors and protective canisters and any installation material (i.e. straps, nails, stakes, etc.) approximately 6 months after the second deployment (August-September 2018).
- Ship Outdoor Radtrak Radon Gas Detector Track-etch cups to Landauer Inc. for analysis and specify results to be sent to the Project Authority
- Collect field surface water parameters (temperature, dissolved oxygen, conductivity, and pH) at each of the three water sample locations
- Collect a total of 8 surface water grab samples from the three stations. A surface water grab sample will be taken at each of Sandy, Cluff, and Saskatoon Lakes (3 samples). A duplicate sample will be taken at each station (3 samples). A trip blank and a field blank will also be collected (2 samples)
- Collect 10 large bodied fish at each of the three stations (2 species, 5 fish from each species (Lake Whitefish and Northern Pike or alternative abundant benthic and predator fish species)). There will be a total of 30 fish samples
- Record the following in writing: Fork Length, Body Weight, Sex, Age, Internal and External Condition, Stomach Contents
- Collect and freeze fish flesh samples labelled by fish number, location and species
- Collect 4 samples of berries at each of the three stations (berry species dependent on availability) with a minimum of 500 g wet weight, bagged, labelled and frozen. Total will be 12 berry samples
- Collect 4 samples of edible portion (500 g each) from different medicinal/edible plants of the same species in the same general vicinity at each of the three stations in a Ziploc bag, labelled and frozen. Total will be 12 medicinal/edible plant samples
- Record any field observations made during the sampling



- 4.5 Prepare samples for analysis, ship to third-party contractor's analytical laboratories and pay third-party contractor invoice(s) for laboratory services.
- Third-party laboratory must be accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for the analysis requested in this scope of work
 - Ensure correct labelling of all samples, pack in shipping containers, coolers as required
 - Ship 8 water samples (3 samples plus 3 duplicates, 1 trip blank, and 1 field blank) to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, TSS, pH, As, Se, Mo, Ni, Zn, Ammonia, Mg^{2+} , Ca^{2+} , total hardness, alkalinity, and dissolved organic carbon
 - Ship 30 fish flesh, 12 medicinal or edible plant samples, and 12 berry samples to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, As, Cu, Mo, Ni, Pb, Se, Zn
 - Detection Limits for metals in all sample media should be less than or equal to whichever is the lower of:
 - a. CCME Environmental Quality Guidelines
 - b. Saskatchewan Surface Water Quality Objectives
 - c. Saskatchewan's Drinking Water Quality Standards and Objectives
 - d. Health Canada Guidelines for Canadian Drinking Water Quality
 - e. Detection Limits used in AREVA's environmental monitoring program
 - The analytical costs are to be included in the maximum budget allotment
 - Chain of custody to third-party contractor's laboratory must specify that results are to be sent to the contractor and copied to the Project Authority at the CNSC
- 4.6 Prepare draft report containing methods, field notes, field recorded parameters, map of sample locations with GPS coordinates and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) for review by the Project Authority.
- 4.7 Prepare final report containing methods, field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and third-party contractor's laboratory results for air, water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority.

5.0 Deliverables

Note that the project is weather dependent and dependent upon the timing of berry plants coming into fruit, so dates are approximate.

5.1 Start-up Meeting

Date: Within one week of contract award (early July 2017)

Location(s): Teleconference using CNSC Saskatoon offices.

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives.

5.2 Progress Meeting #1

Date: One week prior to the initiation of field work to ensure arrangements of field logistics and coordination with CNSC staff member participating in field sample collection.

Location(s): Conference call.



Purpose: To provide final confirmation of arrangement of field logistics and timing of field work.

5.3 Progress Meeting #2

Date: Within one week of completion of transport and preparation of field samples and shipment to third-party contractor's laboratory.

Location(s): Conference call.

Purpose: To provided confirmation of successful processing of samples and communication of time of shipment to third-party contractor's laboratory.

5.4 Draft Final Report

Draft report containing field notes, field recorded parameters, map of sample locations with GPS coordinates and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples for review by the Project Authority.

Due Date: November 30, 2017 if field work takes place in August 2017

Copies: One electronic copy via email to the Project Authority

Format and style requirements: Field notes, field recorded parameters, map of sample locations with GPS coordinates in Microsoft Word format, third-party contractor's laboratory results in Microsoft Word or Adobe Acrobat (editable) format.

5.5 Final Field Sampling Report

Final report containing field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority. The third-party contractor's laboratory analysis and QA/QC reports included as an Appendix to the report.

Due Date: December 15, 2017

Copies: One electronic copy via email to the Project Authority

Format & style requirements: Field notes and field recorded parameters (in Microsoft Word format), GIS basemap with GIS coordinates of sample locations (.shp file and .jpg file) and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format), third-party contractor's laboratory reports (including QA/QC reports) in Microsoft Word or Adobe Acrobat (editable) format.

Electronic copies must be provided in a format readable by Word 2003 with minor formatting changes, and as detailed in the Deliverables section. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the contractor for correction. The CNSC reserves the right, at its own discretion, to have the final report printed under CNSC cover, and to distribute it publicly.



5.6 Radtrack radon gas detectors retrieval and replacement 6 months after installation. Ship Radtrack radon gas detectors to Landauer Inc. 2 Science Rd. Glenwood, IL. 60425 and specify the reporting of analysis results to Project Authority at the CNSC.

Due Date: March 31, 2018

5.7 Radtrack radon gas detectors retrieval 6 months after winter installation. Removal of protective canisters and any installed stakes and/or supports. Ship Radtrack radon gas detectors to Landauer Inc. 2 Science Rd. Glenwood, IL. 60425 and specify the reporting of analysis results to the Project Authority at the CNSC.

Due Date: September 30, 2018

6.0 RISKS AND CONSTRAINTS

Some work under resulting contract may be required to be completed within a strict timeline. The Supplier may be required to conduct work outside of normal operating hours in order to meet associated deadlines, or to accommodate seasonal accessibility requirements.

The Supplier may be required to do work on-site at remote locations in Northern Saskatchewan. This may necessitate the use of appropriate safety equipment, adherence to safety regulations and guidelines, and exposure to a potentially hazardous environment, including extreme weather, and potentially dangerous wildlife. Failure to meet these requirements may result in personal injury.

The Supplier is responsible for its own safety and that of all deployed Resources.

It is the Suppliers responsibility and at their cost to arrange for:

- wildlife monitors, guides, and/or local experts as required for the Supplier to conduct the work under any resultant contracts.
- chartered flights or other appropriate transportation to remote locations where suppliers may be required to provide services under the resultant contracts.



APPENDIX 1 TO ANNEX A MINIMUM QUALIFICATION FOR RESOURCES

CATEGORY A. SCIENTIFIC RESOURCES

Resources in this group develop reports, provide expert advice, and conduct and/or lead field work and/or scientific studies in topics related to the identified specialty. As specified in any resultant contract, Resources may work independently, as part of a Government, supplier, or mixed team, or as a team lead. As specified in any resultant Contract, work may be done in the field, in a Government or the Supplier's lab, or an office.

1. Aquatic Biologist must have:

- A Bachelors degree or college diploma in biology, zoology, or related field and at least three (3) years of experience as an aquatic biologist;

OR

- A Masters degree or higher in aquatic biology, oceanography, fisheries sciences, or related field and at least one (1) year of experience as an aquatic biologist.

2. Aquatic Ecologist must have:

- A Bachelors degree in ecology, biology, zoology, or related field and at least three (3) years of experience as an aquatic ecologist.

OR

- A Masters degree or higher in aquatic ecology or related field and at least one (1) year of experience as an aquatic ecologist

3. Botanist must have:

- A Bachelors degree in ecology, (plant) biology, botany, or related field, and at least three (3) years of experience working as a botanist;

OR

- A Masters degree or higher in plant biology or botany or related field, and at least one (1) year of experience working as a botanist.

4. Environmental Scientist must have:

- A University degree in ecology, environmental science, biology, chemistry, atmospheric sciences, geology, physics, geography, or other related degree, and at least three (3) experience working as an Environmental Scientist.

OR

- A college diploma in a related field and at least five (5) years' experience working as an Environmental Scientist.

5. Fisheries Biologist must have:

- A Bachelors degree or higher in fisheries sciences, (fish) biology, zoology, ecology, or other related degree field, and at least three (3) years' experience working as a Fisheries Biologist.

OR

- A Masters degree in wildlife and fisheries, fish biology, or related field and one (1) year experience



working as a Fisheries Biologist.

6. Monitoring Scientist must have:

- A Masters degree in environmental science, environmental engineering, biology, chemistry, ecology, or other related field and at least one (1) year experience working as a monitoring scientist for environment related projects

Anticipated Role

- Lead or assist in the design of monitoring programs in preparation and/or support of environmental impact assessment(s) and environmental risk assessment(s).
- Work with other related experts and support personnel to ensure scientific validity and reliability of the program results, as well as to develop the end application of program results.

CATEGORY B. TECHNICIAN RESOURCES

Resources in this group typically work with a Senior resource, either from the Government, as part of the Supplier's team, or as part of a team of other contractors, conducting related technician services. These services may include, but are not necessarily limited to:

- Compiling and analyzing data, and assisting in habitat planning and project design;
- Providing support for field sampling, collecting data, and equipment maintenance and repair.

1. Field Technician must have:

- A College diploma or University degree in Fisheries and Wildlife Management or Technician, Biology, or related field. AND
- One (1) year of experience as a field technician for environmental projects

OR

- Two (2) years' experience as a field technician for environmental projects

CATEGORY C. FIELD SUPPORT RESOURCES

Resources in this group will work with the field teams, which may include Government scientists, project managers, or other Supplier resources.

General anticipated roles for each resource are included below.

1. Field Expert/Guide must have:

- Demonstrated knowledge of a specific geographic area or areas of the Athabasca Basin of Northern Saskatchewan, including but not necessarily limited to landscape, wildlife, and climate; and
- At least two (2) years of experience working as a guide or subject matter expert in the Athabasca Basin of the Northern Saskatchewan.

Anticipated Role

- Provide expertise and advice with regard to wildlife, geography, local safety measures, and other related topics to teams working in the field;
- Act as field guide to research teams, for example but not limited to, taking teams by the most appropriate method to field work locations.
- Provides Traditional Knowledge in relation to specific sites, for example in flora and fauna, or local geography.
- Other related Field Expertise and guide work



CATEGORY D. ADMINISTRATION AND PROJECT MANAGEMENT RESOURCES

Resources in this group provide various levels of project management, administration, and related support services for the conduct of environment-related projects. As specified in any resultant Contract, Resources may work independently, as part of a Government, Supplier, or mixed team, or as a team lead. As specified in any resultant Contract, work may be done in an office environment, in the field, at the Supplier's or Government premises.

General anticipated roles for each resource are included below.

1. Project Manager must have:

- Eight (8) years as a project manager in the field of environmental analysis; and
- Completion of a University degree in an environmental or business related field, such as, but not limited to, environmental science, business management, or accounting and financial management; and
- Experience as a Project Manager with Canadian Federal, Provincial or Territorial Government(s).

Anticipated Role

- Responsible for the overall management of individual projects;
- Ensures that the project is developed and is fully implemented within agreed time, cost and performance parameters;
- Determines project schedules, budgetary requirements, the composition, roles and responsibilities and deadlines for the project team;
- Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle.
- Gives presentations to management.
- Other related Project Management work

2. Senior Consultant must have:

- Eight (8) years as a Consultant in the field of environmental analysis.
- Completion of a university degree in an environmental related field, such as, but not limited to, environmental science, geology, geography, or biology.

Anticipated Role

- Conduct analytical data studies and research; prepare analytical and research papers and presentations.
- Prepare or direct the preparation of analytical and research papers and forecasting strategies, methods and techniques;
- Establish the nature, scope, analytical methods, objectives, and resource requirements for projects.
- Other related consultancy work.

3. Geographic Information Systems (GIS) Specialist must have:

- A college diploma in Geographic Information Systems and five (5) years' experience working as a GIS Specialist.

OR

- A Bachelors Degree in geography with a specialization in GIS and three (3) years' experience working as a GIS Specialist;

OR

- Masters Degree or higher in GIS and one (1) year experience working as a GIS Specialist.



Anticipated Role

- Work with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data.
- Relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks.
- Develop reports, provide expert advice, and conduct and/or lead any required field work in related topics related to the above.



ANNEX B – BASIS OF PAYMENT

1.0 Basis of Payment – Firm Price – Deliverables

1.1 Deliverable Schedule

In consideration of the contractor satisfactorily completing all of its obligations under the contract, the contractor will be paid the following firm all-inclusive price in accordance with the following deliverable schedule. FOB destination, Customs duties are included and Applicable Taxes are extra.

Deliverable	Delivery date	All-inclusive Firm price
Draft Final Report (del. 5.4)	November 30, 2017	\$ _____
Final Field Sampling and Analysis Report (del. 5.5)	December 15, 2017	\$ _____
Radtrack radon gas detectors retrieval and replacement (del 5.6)	March 31, 2018	\$ _____
Radtrack radon gas detectors retrieval 6 months after winter installation (del. 5.7)	September 30, 2018	\$ _____
Total evaluated firm price (applicable taxes extra)		\$ _____

1.2 Limitation of Price (C6000C – 2011-05-16)

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.