

**RETURN BIDS TO:** 

Canadian Nuclear Safety Commission (CNSC)

Send by email to:

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Bid solicitation

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: CNSC

Buyandsell.gc.ca/tenders is the official site for the CNSC to meet its trade agreement obligations and the authoritative source for Government of Canada tenders.

Title:				
Independent Environmental Monitor	ring Program in the Athabasc	а		
Basin of Northern Saskatchewan				
Solicitation no.:	Date:			
87055-18-0063	September 07, 2018			
File No. – N° de dossier:				
87055-18-0063				
	Time zone:			
Solicitation closes:	ion closes: Eastern Daylight Time			
At 2 p.m. / 14 h	(EDT)			
October 25, 2018				
Address inquiries to:				
CNSC Solicitations				
Telephone:	Fax:			
Email: cnsc.solicitation-demanded	lesoumission.ccsn@canada.	са		
Destination:				
See herein				

Delivery required:

Supplier name and address:

Telephone:

Name and title of person authorized to sign on behalf of supplier (type or print):

Signature

Date



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#### **PART 1 - GENERAL INFORMATION**

## 1.1 Introduction

The bid solicitation is divided into seven 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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

# 1.2 Summary

1.2.1 On an as and when requested basis, the Canadian Nuclear Safety Commission (CNSC) requires the Contractor to collect samples, have them analyzed by the Contractor's or a 3rd party analytical laboratory, and draft a report on the findings in support of the Independent Environmental Monitoring Program's (IEMP) objective of independently verifying that the public and the environment around the nuclear facilities are safe and protected. The IEMP 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

This process is expected to result in the award of up to one contract for 5 years.

- **1.2.2** There is no security associated with this requirement.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA), the Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement and the Canada-Ukraine Free Trade Agreement.



## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

A de-brief is intended to:

- 1. Provide the Bidder with feedback on their proposal and the solicitation process;
- 2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria:
- 3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

#### **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title
  are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u>
  (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) issued by Public Works and Government Services Canada.
- b. 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.
- c. The <u>2003</u> (2018-05-22) Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d. With the exception of sections 1 and 3 of the 2003 (2018-05-22) Standard Instructions Goods or Services – Competitive Requirements, all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all references to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.

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

Delete: 60 days Insert: 180 days

## 2.2 Submission of Bids

a. Bids must be received by the Contract Authority at the location identified by the date, time and place indicated below:

Canadian Nuclear Safety Commission

Email: <a href="mailto:cnsc.solicitation-demandedesoumission.ccsn@canada.ca">cnsc.solicitation-demandedesoumission.ccsn@canada.ca</a>

At: 02:00 PM on October 25, 2018 Eastern Daylight Time

- b. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- c. Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

## 2.3 Former Public Servant

See Part 5 – Certifications and Part 7 - Resulting Contract Clauses, section 7.7 for more information.

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

# 2.5 Applicable Laws

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

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

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

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

Section I: Technical Bid (1 soft copy by email)

Section II: Financial Bid (1 soft copy by email)

Section III: Certifications (1 soft copy by email)

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



NB: Please note that CNSC is limited to individual emails of a maximum size of 15 MBs.

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

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.
- v. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word 97/2000 (.doc)

#### 3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points 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 the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria 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.

#### 3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.
- **B.** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- **C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 and article 7.7, Payment, of Part 7.

## 3.3.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

## 3.4 Section III: Certifications

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



## ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- 1. The bidder should complete this pricing schedule and include it in its Financial Bid.
- 2. The rates included in this pricing schedule are a firm price inclusive of all costs associated with the performance of the work described in Annex A, Statement of Work with the exception of the Direct costs, outlined in Annex B, Basis of Payment.

Resource Category	Firm all-inclusive per diem rate, GST/HST extra (in Cdn \$)
	Α
Category A: Scientific Resources	
Aquatic Biologist	\$
Aquatic Ecologist	\$
Botanist	\$
Environmental Scientist	\$
Fisheries Botanist	\$
Monitoring Scientist	\$
Category B: Technician Resources Field Technician	\$
Fleid Technician	Φ
Category C: Field Support Resources	
Field Expert / Guide	\$
Category D: Administration and Project Management Resource	s
Project Manager	\$
Senior Consultant	\$
Geographic Information System (GIS) Specialist	\$
Sub-total for resources (Total Bid Price)	\$
Applicable Taxes	\$
Total	\$

Note: The estimated cost per year to perform the assessments is \$125,000 inclusive of all travel, material and supplies, laboratory analysis and resource costs.



#### 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 bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - i. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared nonresponsive.
  - ii. Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - A. verify any or all information provided by the Bidder in its bid; or
    - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

iii. Requests for Interviews: If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Canada) to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

Canada may conduct interviews with all compliant Bidders and/or any or all of the resources proposed by the compliant Bidders; or only with up to the top three ranked compliant Bidder(s) and/or any or all of the resources proposed by up to the top three ranked compliant Bidder(s). If an interview changes the Bidder's ranking such that they are no longer the top ranked Bidder, the new top ranked Bidder and/or any or all of the resources proposed by the new top ranked Bidder will be interviewed. Should the same resource(s) be proposed by multiple Bidders, and Canada wishes to conduct interviews, the interview request will be sent in alphabetical order by the company name appearing on their bid (i.e. numbered company, then A-Z). Only 1 interview will be held with the same resource proposed by more than one bidder.

Failure of any Bidder and/or their resource(s) to attend the interview will result in the bid being declared non-responsive. Any delay in the award of a contract to accommodate the Bidders and/or their resource's availability to attend interviews will be at the entire discretion of the Contracting Authority.

i. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

## 4.1.1 Technical Evaluation

## A. Mandatory Technical Criteria



Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

#### B. Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

#### 4.1.2 Financial Evaluation

For bid evaluation and Contractor 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.

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

## 4.2 Basis of Selection - Highest Combined Rating of Technical Merit 80% and Price 20%

- 4.2.1 To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all the mandatory evaluation criteria; and
  - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 20**. Pi is the evaluated price (P) of each responsive bid (i).
- 4.2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): **TMSi = OSi x 80.** OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- 4.2.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: **CRi = PSi + TMSi**
- 4.2.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.
- 4.2.7 The table below illustrates an example where the selection of the contractor is determined by an 80/20 ratio of the technical merit and price, respectively.



Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)				
Bidder	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score Bid Evaluated Price	88	82 C\$55 000	92	
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000	
Calculations	Technical Merit Points	Price Points	Total Score	
Bidder 1	88 / 100 x 80 = 70.4	50,000*/60,000 x 20 = 16.67	87.07	
Bidder 2	82 / 100 x 80 = 65.6	50,000*/55,000 x 20 = 18.18	83.78	
Bidder 3	92 / 100 x 80 = 73.6	50.000*/50.000 x 20 = 20.00	93.60	

<sup>\*</sup> represents the lowest Bid evaluated price

# ATTACHMENT 1 TO PART 4 TECHNICAL EVALUATION CRITERIA

## 1.1 Mandatory Technical Criteria

- 1.1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.
- 1.1.2 Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- 1.1.3 The following definitions apply:
- a) A Senior resource is defined as having more than 10 years of experience in their field of expertise
- b) An Intermediate resource is defined as having between 5 and 10 years of experience in their field of expertise
- c) A Junior resource is defined as having less than 5 years of experience in their field of expertise.

No.	Mandatory technical criteria	Met/Not Met	Bidder's cross- reference to proposal
M1	The Bidder must submit a CV for each of the resources identified in Appendix 1 to Annex A, Minimum Qualifications for Resources, Categories A to D.		
	The Bidder must also identify: i. the senior resources		
	ii. intermediate resources, if applicable		
	iii. the junior resources, if applicable		
	*See definition for Senior, Intermediate and Junior above in section 1.1.3.		
	The Bidder may propose the same resource for more than one category of resource provided that the resource meets the Minimum Qualifications for each of the identified resource categories.		
M2	The Bidder must demonstrate at least one of the following:		
	<ul> <li>The Bidder has a minimum of 15 years' experience working in the field of Environmental Sampling and Assessment</li> </ul>		
	OR		
	<ol> <li>One of the proposed resources has a minimum of 15 years' experience working in the field of Environmental Sampling and Assessment.</li> </ol>		
М3	The Bidder must demonstrate that the proposed resources (proposed in response to M1) meet the education and experience minimum requirements as		



	specified in Appendix 1 to Annex A, Minimum Qualifications for Resources, Categories A to D.
M4	The Bidder must identify the Analytical Laboratory that will be used to analyse environmental samples and demonstrate that the Analytical Laboratory:
	Has performed sample analysis similar to that specified in Annex A, Statement of Work
	Is accredited by the Canadian Association for Laboratory Accreditation (CALA)

# 1.2 Point Rated Technical Criteria

- 1.2.1 Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.
- 1.2.2 Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Multi- plier	Max points	Bidder's cross- reference to proposal
R1	The Bidder should demonstrate the combined background and experience of the resources proposed in response to M1.	<ul> <li>O Points – not addressed in proposal</li> <li>1 Point – Resources have combined experience with 1 to 5 successful prior relevant</li> </ul>	× 2	10	
		projects  3 Points – Resources have combined experience with 6 to 10 successful prior relevant projects			
		<b>5 Points</b> – Resources have experience with 11 or more successful* prior relevant projects			
		*Successful projects are defined as those where the field campaign aligned, or had minor explainable deviations, with the scope of the project.			
R2	The Bidder should submit a work plan based on the Case Scenario in Appendix A to Attachment 1 to Part 4 which responds to each of the requirements in R2 a) to d) using the resources proposed in				



M1 as the basis for the field crew. R2a) The Bidder should 0 Points - incorrect 5  $\times 1$ understanding of scope and demonstrate an understanding of the objective outcomes and objectives of conducting **1 Point** – given verbatim from **Environmental Services** Appendix A to Attachment 1 to as it relates to Appendix Part 4 and understanding is not A to Attachment 1 to Part fully demonstrated 3 Points – good understanding of scope and objectives 5 Points - in-depth understanding of scope and objective fully demonstrated The Bidder should 0 Points - fails to identify any R<sub>2</sub>b) 5  $\times 1$ demonstrate their potential problems understanding of issues, risks, and challenges to 1 Point - 1 to 2 major **Environmental Services** difficulties identified; proposed as it relates to Appendix solutions will not adequately A to Attachment 1 to Part resolve all 4,by outlining the issues, risks and challenges that 2 Points - 1 to 2 major can arise when difficulties identified; proposed conducting the specified solutions adequately resolve work. The response should also include 3 Points – 3 to 4 major potential solutions based difficulties identified; proposed on the Bidder's previous solutions will not adequately experience in applying resolve all these solutions in past projects. 5 Points – 3 to 4 major difficulties identified; proposed solutions adequately resolve all The Bidder should 0 Points - not addressed in 5 R2c)  $\times 1$ demonstrate their proposal approach and proposed methodology to conduct 1 Point – approach and sampling campaigns methodology does not expand similar to those outlined from Appendix A to Attachment in Appendix A to 1 to Part 4. Attachment 1 to Part 4, in Northern Saskatchewan. 3 Points - approach and methodology address the Appendix A to Attachment 1 to Part 4. requirements with adequate possibility of success

		<b>5 Points</b> – approach and methodology address the Appendix A to Attachment 1 to Part 4. requirements with high possibility of success			
R2d)	The Bidder should detail the plan to support the proposed approach and methodology in R2c) and which includes a list of tasks and deliverables. The plan should identify the: 1) assigned resource for each task, 2) level of effort in hours per task, 3) level of effort in hours of each resource per task and 4) proposed schedule.	Work Plan O Points – not addressed in proposal  1 Point – list of tasks and deliverables beyond details stated in Appendix A to Attachment 1 to Part 4  1 Point – one or more resources are proposed for each task  2 Points – level of effort for each resource is proposed  2 Points – level of effort for each task is proposed  1 Point – proposed schedule conforms with Appendix A to Attachment 1 to Part 4 or field work conforms with Appendix A to Attachment 1 to Part 4 but an alternate schedule for the reports is proposed with rationale  Level of Effort  O Points – not addressed in proposal or less than 50% of work is performed by Senior level resources  4 points - 50 to 69% of the level of effort is performed by Senior resources and the remainder of the work is performed by Junior and/or Intermediate resources and the remainder of the work is performed by Junior and/or Intermediate resources and the remainder of the work is performed by Junior and/or Intermediate resources.  8 points – 90 to 100% of the	×1	15	



R3 The Bidder should demonstrate that the proposed resources submitted in M1 have experience collecting environmental samples and/or conducting environmental monitor in the Athabasca Basir Northern Saskatchewa  To demonstrate this experience the Bidder must provide a description of the proje which also includes an outline of what was planned and the outco of each environmental assessment project.	ng nn n.  3 Points – the resources have experience with 6 to 10 successful* prior relevant projects  5 Points – the resources have 11 or more successful* prior relevant projects	× 2	10	
Minimum Pass Mark			35/50	
Score			/50	



#### APPENDIX A to ATTACHMENT 1 to PART 4

## **CASE SCENARIO**

# 1.0 Objectives

To collect the samples, have them analyzed by the Contractor's or a 3rd party analytical laboratory, and draft a report on the findings in support of the Independent Environmental Monitoring Program's (IEMP) objective of independently verifying that the public and the environment around the nuclear facilities are safe and protected. The IEMP 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

#### 2.0 Scope of Work

The Contractor will collect environmental samples from one former exposure location downstream of the decommissioned Beaverlodge mine/mill site managed by Cameco Corporation (Cameco) in northern Saskatchewan and from two reference locations. 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 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 licensee's approved environmental monitoring program, its 2012 country food studies, and the CNSC's regulatory experience with the site.

The 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
- field experience in remote areas

The CNSC staff member will join the field crew as an observer to ensure that the sampling is conducted independently from the licensee, adequate sampling protocols are followed, and that chain-of-custody of the samples is maintained. They will be available to consult on the selection of appropriate sites and plant species for collection. 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.

#### 3.0 Tasks to be Performed

The Contractor must:



- 3.1 Determine the specific regional coordinates for locating fish, medicinal and/or edible plants, and berry sample sites in close proximity to the desired exposure location identified as Crackingstone Bay of Lake Athabasca (59.497, -108.770) and in close proximity to the reference locations identified as Milliken Lake (59.442092, -108.767755) and Fredette Lake (59.609441, -108.521406). The approximate GPS coordinates of each location are provided.
- 3.2 Provide and complete the following to ensure that work is done safely:
  - Provide the Project Authority with copies of applicable employee training certificates (such as but not limited to wilderness first aid, ATV training, boat, environment and wildlife safety.)
  - Prior to initiating work and to ensure they follow proper safety protocols, provide the CNSC staff member with copies of the following documents for their review: Health and Safety Plan, Emergency Response Plan, Safe Work Plan, Job Hazard Assessment, Incident Reporting Plans and Procedures
  - Provide personal protective equipment for the field crew and the CNSC staff member (such as but not limited to safety glasses, gloves, helmets for ATVs, personal flotation device.)
  - Lead daily toolbox/tailgate meetings
- 3.3 Provide personnel, equipment and logistical requirements for a field sample collection program including:
  - Flights for the field crew, including the CNSC staff member, from Saskatoon to Uranium City and from Uranium City to Saskatoon
  - Accommodations while conducting the sampling program
  - Fish collection permits and any other required permits and approvals
  - Rentals of truck(s), boat(s) and motor(s), trailer(s), ATV(s) as required
  - Yellow Springs Instrument (YSI) or equivalent probe, scissors, gill nets, dissecting tools
  - Chain of custody forms, sample bottles, jars, bags as required by the Contractor's analytical laboratory or 3<sup>rd</sup> party analytical laboratory (herein after the Contractor 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 Contractor laboratory
- 3.4 Implement field sampling program and sample preparation. Consult with the CNSC staff member if changes to the field sampling program are required.
  - Select exposure sample locations for surface water, fish, one medicinal/edible plant species and one edible berry species in the vicinity of Crackingstone Bay and reference sample locations in the vicinity of Milliken Lake and Fredette Lake. At the Crackingstone Bay location, the fish and water samples should be taken from the mouth of Crackingstone Bay in deeper water
  - Record in writing and in photographs details on field data collection such as but not limited to Page 18 of de 52

date, time, weather, wind direction, field procedures.

- Collect and record GPS coordinates of each sample location
- 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 sample locations. A surface water grab sample will be taken at each of three sample locations (3 samples). A duplicate sample will be taken at each of the three sample locations (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 sample locations (2 species (One benthic and one pelagic), 5 fish from each species). The preferred benthic species is lake whitefish and the preferred pelagic species is lake trout. In the absence of lake trout, for example at Fredette Lake, northern pike is an acceptable alternative pelagic species. There will be a total of 30 fish flesh 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 in the same general vicinity at each of the three sample locations (berry species dependent on availability but blueberries are the preferred species) 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 sample locations in a Ziploc bag, labelled and frozen. Total will be 12 medicinal/edible plant samples
- Record any field observations made during the sampling
- 3.5 Prepare samples for analysis and ship to the Contractor laboratory
  - The laboratory must be accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for the required analysis
  - 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: Th-230, Ra-226, Po-210, Pb-210, TSS, pH, Ammonia, Mg<sup>2+</sup>, Ca<sup>2+</sup>, total hardness, alkalinity, dissolved organic carbon, As, Cu, Mo, Ni, Pb, Se, U, and Zn. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analysed to support the collection of baseline information
  - 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, percent moisture, and ash. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analysed to support the collection of baseline information
  - Detection Limits for metals in all sample media should be less than or equal to whichever is the



lower of:

- Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines
- b. Saskatchewan Environmental Quality Guidelines
- c. Saskatchewan's Drinking Water Quality Standards and Objectives
- d. Health Canada Guidelines for Canadian Drinking Water Quality
- e. Detection Limits used in Cameco's environmental monitoring program
- Chain of custody to the Contractor laboratory must specify that results are to be sent to the Contractor and copied to the Project Authority at the CNSC
- 3.6 Prepare draft report containing methods, field notes, field recorded parameters, map of sample locations with GPS coordinates (in Microsoft Word format) and the Contractor 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. Revise the report where clarification is requested by the CNSC.
- 3.7 Prepare final report containing methods, field notes and field recorded parameters, GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) (in Microsoft Word format) and the Contractor 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 laboratory analysis and Quality Assurance/Quality Control (QA/QC) reports must be included as an Appendix to the report.

## 4.0 Deliverables

## 4.1 Start-up Meeting

Date: Week of June 10, 2019

Location(s): Conference call.

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure

achievement of the contract objectives.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

**Project Lead** 

## 4.2 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.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

**Project Lead** 

# 4.3 Progress Meeting #2



Date:

Within one week of completion of transport and preparation of field samples and

shipment to the Contractor laboratory.

Location(s): Conference call.

Purpose: To provide confirmation of successful processing of samples and communication

of time of shipment to third-party Contractor's laboratory.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

**Project Lead** 

## 4.4 Draft Final Report

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

Due Date: November 29, 2019

Copies: One electronic copy in English 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.

## 4.5 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 the Contractor laboratory's 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 Contractor laboratory's analysis and QA/QC reports included as an Appendix to the report.

Due Date: December 16

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.

## 5.0 Travel Requirements

The CNSC will be responsible for getting their staff member from CNSC site to Saskatoon and back and for their accommodations and meals while in Saskatoon. Given the remote geographic area in which the work will be performed, the Contractor will be responsible for including the CNSC staff member in all other travel arrangements, meals and accommodations.

#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

# 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

## 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

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

## 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Former Public Servant



Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## **Definitions**

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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



## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

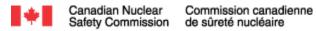
## 5.2.3.2 Status and Availability of Resources

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.

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.

# 5.2.3.3 Education and Experience

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.



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By submitting a bid, the Bidder certifies that the informatio above requirements is accurate and complete.	n submitted by the Bidder in response to the
Signature of Bidder's Authorized Representative	 Date



# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

There is no security associated with this requirement.

# 6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



#### PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated \_\_\_\_\_.

## 7.2 Task Authorizations (TA)

## 7.2.1 Purpose of TA

Services to be provided under the Contract on an "as-and-when-requested basis" will be ordered by Canada using the Task Authorization ("TA") process. The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a valid and singed TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

## 7.2.2 Process of Issuing a TA

If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Client and sent to the Contractor by the Contracting Authority. Once it receives the statement of task, the Contractor must submit a response to the Contracting Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within five (5) working days of the request, unless otherwise specified.

## 7.2.3 Approval Process

If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a fully signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

#### 7.2.4 Authority to Issue a TA

All TAs must be issued directly by the Contracting Authority.

## 7.2.5 Contents of a TA

A Task Authorization must contain the following information, if applicable:

- i. a task number;
- ii. the number of resources in each category required;
- iii. a statement of work for the task outlining the activities to be performed and identifying any deliverables;
- iv. the duration of the task is to be carried out (start and end dates);
- v. milestone dates for deliverables and payments (if applicable);
- vi. the number of person-days of effort required;
- vii. the specific work location;
- viii. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must

indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

ix. any other constraints that might affect the completion of the task.

# 7.2.6 Charges for Work under a TA

The Contractor must not charge Canada anything more than the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure. 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 being incorporated into the Work.

## 7.2.7 Consolidation of TAs for Administrative Purposes

The Contract may be amended from time to time to reflect all TAs issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

#### 7.2.8 Refusal of Task Authorizations

The Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.

#### 7.2.9 Minimum Work Guarantee

- (a) In this clause, "Minimum Contract Value" means 5% of the amount identified under section 7.8.2.1, Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations on the date of contract award. The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (b) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (c) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.3 Standard Clauses and Conditions

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

## 7.3.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.4 Security Requirements

There is no security requirement applicable to the Contract.



#### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The period of the contract is from date of contract to five (5) years from date of contract award inclusive (dates to be included at contract award).

## 7.6 Authorities

# 7.6.1 Contracting Authority

The Contracting Authority for the Contract is: (To be inserted at contract award)

Name: Title:

Canadian Nuclear Safety Commission

Directorate: Contract Management Services

Address: 410 Laurier Avenue West

Ottawa, ON K1P 5S9

Telephone: E-mail:

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.

# 7.6.2 Project Authority

he Project Authority for the Contract is: (To be inserted at contract award)
ame:
itle:
rganization:
ddress:
elephone:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 7.6.3 Contractor's Representative

The Contractor's representative is: (To	be inserted at contract award)
Name:	

Title: \_\_\_\_\_Organization: \_\_\_\_



Address:		
Telephone:		
E-mail address:		

#### 7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# 7.8 Payment

## 7.8.1 Basis of Payment

One or more of the basis of payment options below will be specified in each TA:

#### a) Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 TA Approval Authority before their incorporation into the Work.

#### b) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the approved TA, or
- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.



If the notification is for inadequate approved TA funds, the Contractor must provide to the TA Approval Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# c) TA subject to a ceiling price

For the Work described in the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

## 7.8.1.1 Pre-Authorized Travel and Living Expenses

Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the Work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the <a href="National Joint Council Travel Directive">National Joint Council Travel Directive</a>. All payments are subject to audit by Canada. All travel must be pre-approved by the Technical Authority.

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

Hours of travel X 50% of firm all-inclusive per diem rate
7.5 hours

#### 7.8.1.2 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### 7.8.1.3 Professional Services Rates

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for



professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

**7.8.1.4 Purpose of Estimates**: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

## 7.8.2 Canada's Total Responsibility

## 7.8.2.1 Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$\_\_\_\_\_\_ (to be inserted at contract award).
   Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.8.3 Price Breakdown

When requested by Canada, the Contractor must provide a breakdown of the proposed price for each Task Authorization. Some of the details that may be requested by Canada include but are not limited to:

- i. Estimated Cost of Professional Fees
  - a) For each individual the Contractor must provide: a) the estimated cost of professional fees; and b) the cost basis (comprised of the quoted all inclusive fixed daily rate; and the estimated corresponding number of working days. Bidders must specify the number of hours included in a working day exclusive of meal breaks.
- ii. Estimated Cost of Travel
  - a) For each trip: 1) the travel plan; and 2) the estimated cost of travel and living expenses established in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
  - b) For each trip: 1) identify each incidental good to be purchased; and 2) provide the estimated cost and the basis for each one.



iii. Estimated Cost of Materials and Supplies

a) For each trip: 1) identify each category of materials and supplies to be purchased; and 2) provide for each one, the estimated cost and the cost basis. Materials and supplies are items which will be consumed during the performance of any resulting contract.

## iv. Estimated Cost of Subcontracts

 a) For each trip: 1) identify any proposed subcontractors; and 2) provide a price breakdown for each one.

## v. Estimated Cost of Other Direct Charges

a) For each trip: 1) identify the categories of other direct charges anticipated (such as laboratory services, Subject Matter Expert services); and 2) provide the estimated cost and the cost basis for each one.

## 7.8.4 Methods of Payment - Approved TA

One or more of the following methods of payment will form part of the approved TA:

#### 7.8.4.1 For a Firm Price TA:

## A Single Payment

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work or upon completion and delivery of milestone deliverables in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## B <u>Milestone Payment</u>

- a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- b) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all required certificates have been signed by the respective authorized representatives; all work
  associated with the milestone and as applicable any deliverable required has been completed
  and accepted by Canada.

# 7.8.4.2 Limitation of Expenditure and Ceiling Price TAs:

For the Work specified in an approved TA subject to a limitation of expenditure or ceiling price:



# A Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

## B Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

## 7.8.5 T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5<sup>th</sup> 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.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## 7.8.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

## 7.9 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must email invoices to cnsc.financefinance.ccsn@canada.ca OR mailed to the following address:



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

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

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

## 7.10 Certifications and Additional Information

# 7.10.1 Compliance

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

## 7.10.2 SACC Manual Clauses

# Specific Person(s)

The Contractor mu	ist provide the services of the following person(s) to perform the Work as stated in the
Contract:	(to be inserted at contract award)

# 7.11 Applicable Laws

The Contract must be interprete	d and governed, and the relations between the parties determined, by the
laws in force in	insert the name of the province or territory as specified by the Bidder in
its bid, if applicable).	

## 7.12 Priority of Documents

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

- (a) the Articles of Agreement:
- (b) the general conditions 2035 (2018-06-21) General Conditions Higher Complexity Services;
- (c) the signed Task Authorizations including any required Certifications
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (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)).

## 7.13 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's



requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

# 7.13 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## 7.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 7.15 Dispute Resolution

- 7.15.1 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.
- 7.15.2 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.
- 7.15.3 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.
- 7.14.4 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.
- 7.15.5 The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
- 7.15.6 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.
- 7.15.7 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.

7.15.8 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

#### 1.0 Title

Independent Environmental Monitoring Program in the Athabasca Basin of Northern Saskatchewan

# 2.0 Background

The Canadian Nuclear Safety Commission (CNSC) launched its Independent Environmental Monitoring Program (IEMP) to independently verify that public health and the environment around licensed nuclear facilities are safe. 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 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.

#### 3.0 Objectives

The CNSC requires the Contractor to collect the environmental samples, have them analyzed by the Contractor's or a 3rd party analytical laboratory, and draft a report on the findings in support of the IEMP's objective of independently verifying that the public and the environment around the nuclear facilities are safe and protected. The IEMP 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

# 4.0 Scope of Work

On an as and requested basis, through the issuance of Task Authorizations (TA), the Contractor's field crew will collect environmental samples from one or more exposure locations downstream of an uranium mine or mill in the Athabasca basin of northern Saskatchewan and from one or more reference locations. 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 activity or concentration of radiological (nuclear) and non-radiological (hazardous) substances will be analysed in, but not limited to, water, fish, berries, and medicinal and/or edible plant samples. For each sampling campaign conducted, a site-specific sampling plan will be developed based on licensees' approved environmental monitoring program and the CNSC's regulatory experience with the site.

# 5.0 Resource Requirements

It is anticipated that for each sampling campaign conducted, a team comprised of the categories identified in Appendix 1 to Annex A. will be required.

#### 6.0 Tasks to be Performed

Each Task Authorization will specify the tasks to be completed.

The Contractor may be required to perform, but not limited to, the following:

- 6.1 Determine the specific regional coordinates for locating fish, medicinal and/or edible plants, surface water, and berry sample sites in close proximity to the desired exposure and reference locations. The exposure and reference locations will be determined at TA issuance.
- 6.2 Provide and complete the following to ensure that work is done safely:
  - Participate in the licensee's safety orientation, if applicable
  - Provide the Project Authority with copies of applicable employee training certificates (such as but not limited to wilderness first aid, ATV training, boat, environment and wildlife safety.)
  - Prior to initiating work and to ensure they follow proper safety protocols, provide the CNSC staff member with copies of the following documents for their review: Health and Safety Plan, Emergency Response Plan, Safe Work Plan, Job Hazard Assessment, Incident Reporting Plans and Procedures
  - Provide personal protective equipment for the field crew and the CNSC staff member (such as but not limited to safety glasses, gloves, helmets for ATVs, personal flotation device.)
  - Lead daily toolbox/tailgate meetings
- 6.3 Provide personnel, equipment and logistical requirements for a field sample collection program including:
  - Flights for the field crew, including the CNSC staff member, to and from Saskatoon to the specific uranium mine or mill facility. Accommodations while conducting the sampling program
  - Fish collection permits and any other required permits and approvals
  - Rentals of truck(s), boat(s) and motor(s), trailer(s), ATV(s) as required
  - Yellow Springs Instrument (YSI) or equivalent probe, scissors, gill nets, dissecting tools
  - Chain of custody forms, sample bottles, jars, bags as required by the Contractor's analytical laboratory or 3<sup>rd</sup> party analytical laboratory (herein after the Contractor 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 Contractor laboratory
- Radonova Inc. Rapidos HS Environmental Detectors and protective canisters and nails, stakes etc. to facilitate installation
- 6.4 Implement field sampling program and sample preparation. Consult with the CNSC staff member if changes to the field sampling program are required.
  - Select exposure sample locations for surface water, fish, medicinal/edible plant species, radon in ambient air and edible berry species in the vicinity of the specified exposure and reference locations. The environmental samples that will be collected during the sampling campaign will be determined at TA issuance.
  - Record in writing and in photographs details on field data collection such as but not limited to date, time, weather, wind direction, field procedures, Rapidos HS Environmental Detector installation locations.
  - Collect and record GPS coordinates of each sample location.
  - Collect and record GPS coordinates of the Rapidos HS Environmental Detector installation locations.
  - Install Radonova Inc Rapidos HS Environmental Detectors and protective canisters at the specified exposure and reference locations. Retrieve the gas detectors after approximately 6 months and replace with new gas detectors. Approximately 6 months later, retrieve all gas detectors and protective canisters and any installation material (i.e. straps, nails, stakes, etc.). The total number of detectors to be installed will be determined at TA issuance.
  - Immediately after each of the retrievals, ship Rapidos HS Environmental Detector Track-etch cups to Radonova Inc. for analysis and specify that the results are to be sent to the Project Authority.
  - Collect field surface water parameters (temperature, dissolved oxygen, conductivity, and pH) at each of the water sample locations
  - Collect surface water grab samples from the sample locations. A surface water grab sample will be taken at each sample locations. A duplicate sample will be taken at each of the sample locations. A trip blank and a field blank will also be collected (2 samples)
  - Collect fish samples at each of the sample locations. The total number of samples will be determined at TA issuance. Record the following fish details 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 samples of berries in the same general vicinity at each of the sample locations (berry species dependent on availability but blueberries are the preferred species) with a minimum of 500 g wet weight, bagged, labelled and frozen. The total number of berry samples will be determined at TA issuance.



- Collect 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 sample locations in a Ziploc bag, labelled and frozen. The total number of medicinal/edible plant samples samples will be determined at TA issuance.
- Record any field observations made during the sampling
- 6.5 Prepare samples for analysis and ship to the Contractor laboratory
  - The laboratory must be accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for the required analysis
  - Ensure correct labelling of all samples, pack in shipping containers, coolers as required
  - Ship water samples (including one duplicate per sample, one trip blank, and one field blank) to third-party Contractor's laboratory to be analysed for but not limited to: Th-230, Ra-226, Po-210, Pb-210, TSS, pH, Ammonia, Mg<sup>2+</sup>, Ca<sup>2+</sup>, total hardness, alkalinity, dissolved organic carbon, As, Cu, Mo, Ni, Pb, Se, U, and Zn. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analysed to support the collection of baseline information
  - Ship fish flesh, medicinal or edible plant, and berry samples to third-party Contractor's laboratory to be analysed for but not limited to: U, Th-230, Ra-226, Po-210, Pb-210, As, Cu, Mo, Ni, Pb, Se, Zn, percent moisture, and ash. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analysed to support the collection of baseline information
  - Detection Limits for metals in all sample media should be less than or equal to whichever is the lower of:
    - a. Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines
    - b. Saskatchewan Environmental Quality Guidelines
    - c. Saskatchewan's Drinking Water Quality Standards and Objectives
    - d. Health Canada Guidelines for Canadian Drinking Water Quality
    - e. Detection Limits used in Cameco's environmental monitoring program
  - Chain of custody to the Contractor laboratory must specify that results are to be sent to the Contractor and copied to the Project Authority at the CNSC

Note: The specific metals that are identified for analysis for baseline information may vary depending on the specific site location and depth of analysis required.

- Prepare draft report containing methods, field notes, field recorded parameters, map of sample locations with GPS coordinates (in Microsoft Word format) and the Contractor laboratory results for water, fish flesh, medicinal and/or edible plant samples, , radon in ambient air and berry samples (in Microsoft Excel format) for review by the Project Authority. Revise the report where clarification is requested by the CNSC.
- 6.7 Prepare final report containing methods, field notes and field recorded parameters, GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) (in Microsoft Word format) and the Contractor laboratory results for water, fish flesh, medicinal and/or edible plant samples, , radon in ambient air and berry samples (in Microsoft Excel format) and submit to the Project Authority. The laboratory analysis and Quality Assurance/Quality Control (QA/QC) reports must be included as an Appendix to the report.



#### 7.0 Deliverables

Each Task Authorization will specify the deliverables to be produced as well as the associated schedule.

The Contractor may be required to deliver, but not limited to, the following.

## 7.1 Start-up Meeting

Date: To be determined at TA issuance

Location(s): Conference call.

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure

achievement of the contract objectives.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

Contractor identified Project Lead from the resource categories in Appendix 1 to

Annex A

#### 7.2 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.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

Contractor identified Project Lead from the resource categories in Appendix 1 to

Annex A

#### 7.3 Progress Meeting #2

Date: Within one week of completion of transport and preparation of field samples and

shipment to the Contractor laboratory.

Location(s): Conference call.

Purpose: To provide confirmation of successful processing of samples and communication

of time of shipment to third-party Contractor's laboratory.

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and

Contractor identified Project Lead from the resource categories in Appendix 1 to

Annex A

#### 7.4 Draft Final Report



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

Due Date: To be determined at TA issuance.

Copies: One electronic copy in English via email to the Project Authority (to be inserted at

contract award

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.

# 7.5 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 the Contractor laboratory's 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 Contractor laboratory's analysis and QA/QC reports included as an Appendix to the report.

Due Date: To be determined at TA issuance

Copies: One electronic copy via email to the Project Authority (to be inserted at contract

award)

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 the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format), the Contractor laboratory's reports (including QA/QC reports) in Microsoft Word or Adobe Acrobat (editable) format.

Electronic copies must be provided in a format readable by Word 2010 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 will not be accepted and will 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.

# 7.6 First retrieval of the radon gas detectors (if applicable)

Retrieve and replace Radonova Rapidos HS Environmental radon gas detectors 6 months after first installation. Ship Rapidos radon gas detectors to Radonova, Inc. 900 Oakmont Lane, Suite 207, Westmont, IL 60559 and specify the reporting of analysis results to the Project Authority at the CNSC.

Due Date: To be determined at TA issuance

# 7.7 Second retrieval of the radon gas detectors (if applicable)

Retrieve Radonova Rapidos HS Environmental radon gas detectors 6 months after second installation. Remove protective canisters and any installed stakes and/or supports. Ship Rapidos radon gas detectors to Radonova, Inc. 900 Oakmont Lane, Suite 207, Westmont, IL 60559 and specify the reporting of analysis results to the Project Authority at the CNSC.



Due Date: To be determined at TA issuance

#### 8.0 Government Furnished Equipment / Resources

The 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
- field experience in remote areas

The CNSC staff member will join the field crew as an observer to ensure that the sampling is conducted independently from the licensee, adequate sampling protocols are followed, and that chain-of-custody of the samples is maintained. They will be available to consult on the selection of appropriate sites and plant species for collection. 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.

#### 9.0 Travel Requirements

Each Task Authorization will identify the specific travel requirements but it is expected that the Contractor may perform work in, but not limited to the following locations.

Athabasca basin of Northern Saskatchewan,

The CNSC will be responsible for getting their staff member from CNSC site to Saskatoon and back and for their accommodations and meals while in Saskatoon. Given the possible remote geographic area in which the work will be performed, the Contractor will be responsible for including the CNSC staff member in all other travel arrangements, meals and accommodations.



#### **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.,

Resources may work independently, as part of a Government, supplier, or mixed team, or as a team lead. 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) years' 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
- At least one (1) year of experience as a field technician for environmental projects

OR

• At least 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;
- 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.,

Resources may work independently, as part of a Government, Supplier, or mixed team, or as a team lead.

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:

- At least 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:

- At least 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:

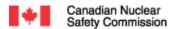
 A college diploma in Geographic Information Systems and at least five (5) years' experience working as a GIS Specialist.

OR

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

OR

 Masters Degree or higher in GIS and at least 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.

#### **CATEGORY E. Other**

# Any resource that is proposed outside of the above must meet the following requirements:

• A Bachelors degree or college diploma in their field of expertise, or related field, and at least three (3) years of experience in their field of expertise;

#### OR

 A Masters degree or higher in their field of expertise, or related field, and at least one (1) year of experience their field of expertise.

#### **ANNEX "B"**

#### **BASIS OF PAYMENT**

# A- Contract Period (From Date of Contract Award to 5 years from Date of Contract Award)

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

#### 1.0 Labour

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource Category	Firm all-inclusive per diem rate, GST/HST extra (in Cdn \$)			
	A			
Category A: Scientific Resources				
Aquatic Biologist	\$			
Aquatic Ecologist	\$			
Botanist	\$			
Environmental Scientist	\$			
Fisheries Botanist	\$			
Monitoring Scientist	\$			
Category B: Technician Resources				
Field Technician	\$			
Category C: Field Support Resources				
Field Expert / Guide	\$			
Category D: Administration and Project Management Resources				
Project Manager	\$			
Senior Consultant	\$			
Geographic Information System (GIS) Specialist	\$			

# 1.1 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

# Hours worked X applicable firm per diem rate 7.5 hours

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

#### 2.0 Cost Reimbursable Expenses

# 2.1 Travel and Living Expenses

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the <a href="National Joint Council Travel Directive">National Joint Council Travel Directive</a>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit. All travel must have the prior authorization of the Project Authority.

Travel Costs are estimated at: \$100,000.00 (amount may be revised at contract award)

#### 2.2 Other Direct Costs

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission, when requested, of an itemized statement supported by receipt vouchers.

Allowable Categories:

Estimated Cost of Materials and Supplies
Estimated Cost of Subcontracts
Estimated Cost of Other Direct Charges (such as laboratory services, Subject Matter Expert services)

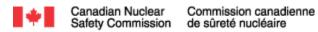
Total Estimated Cost of Other Direct Expenses: \$75,000.00 (amount may be revised at contract award)

# 3.0 Total Estimated Cost of Professional Services, Travel and Living Expenses and Other Direct Costs to a Limitation of Expenditure not to exceed:

Sub-total: \$ (to be inserted at contract award)

Estimated Taxes: \$ (to be inserted at contract award)

Total amount: \$ (to be inserted at contract award)



ANNEX "C"

# TASK AUTHORIZATION FORM

TASK AUTHORIZATION						
Contractor:	Contract Number:					
ask Number: Date:						
Amendment Number:		Date:				
1.	TA Request					
(For completion by Technical Authority)						
Background/Objective:						
Tasks:						
Deliverables and Associated Schedule:						
Deliverables and Associated Schedule.						
Format of Deliverables:						
2. PERIOD OF	From:	-	То:	_		
SERVICES						
3. Work Location						
4. Other Conditions	[ ] Yes [ ] No Specify:					
/Restraints						
5. Travel	[ ] Yes [ ] No	Specify:				
C Decis of Downsont						
6. Basis of Payment	Limitation of Expenditure [ ] Ceiling Price [ ]					
Firm Price [ ]						
7. METHOD OF PAYMENT:						
Cingle Monthly Milestones						
Single Monthly Milestones  8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL						
[ ] Reliability Status						
9. BILINGUALISM (if applicable)						
[] English [] French						
TA Proposal						
[For completion by Contractor]						
10. Estimated Cost Contract						
Category and Name of	PWGSC Security	Firm Per	Estimated # of	Total cost		
Proposed Resource	File Number	Diem Rate	Days			
	N/A					
	N/A					
	N/A	Cub total F	Professional Face	\$		
Sub-total Professional Fees: \$						



HST: \$ Total: TA Approval 11. Signing Authorities Signatures of Authorized Date Representatives Name & Title of Individual Authorized to Sign on Behalf of Contractor: Name & Title of Contracting Authority: 12. Invoicing Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total. Invoices must be sent electronically via email to: (to be inserted at TA issuance) Financial Coding: