

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

National Defence Headquarters  
Director Services Contracting 4 (D Svcs C 4)  
Attention: Holly Brousseau  
By e-mail to:  
DSvcsC4Contracting-CSvcs4Contrats@forces.gc.ca

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

#### Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT.**

#### Solicitation Closes – L'invitation prend fin

At: – à :

02:00 PM Day Light Savings Time (DST)

On: – le :

5 September 2019

<b>Title – Titre</b> Radioactive Waste Disposal	<b>Solicitation No. – N° de l'invitation</b> W6369-19-X067
<b>Date of Solicitation – Date de l'invitation</b> 26 July 2019	
<b>Address Enquiries to: – Adresser toutes questions à :</b>  holly.brousseau@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No. – N° de fax</b>
<b>Destination</b>  See herein.	

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this contract.

### **1.2 Statement of Work**

The contractor must perform the work in accordance with the Statement of Work at Annex "A"

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Comprehensive and Progressive Agreement on Trans-Pacific Partnership (CPTPP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The **2003** (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- (a) In section 05, Submission of bids, subsection 4 is amended as follows
  - Delete: 60 days
  - Insert: 120 calendar days
- (b) Section 06, Late bids, is deleted in its entirety.
- (c) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

## 07 Delayed bids

It is the Bidder's responsibility to ensure that its entire submission has been received. Misrouting or other e-mail delivery issues resulting in the late submission of bids are not acceptable reasons for the bid to be accepted by the Department of National Defence.

- (d) In section 08, Transmission by facsimile or by epost Connect, subsections 1.a and 2 are deleted in their entirety.

## 13 Communications—solicitation period – is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will send all significant enquiries received and their replies directly to invited suppliers by e-mail. For further information, consult subsection 3 of the Submission of bids section.

In section 20, further information, subsection 2 is deleted in its entirety.

## 2.2 Submission of Bids

Unless specified otherwise in the bid solicitation or otherwise directed by the Contracting Authority, bids must be submitted only to the Department of National Defence organization by e-mail by the date and time indicated on page 1 of the bid solicitation.

**E-Mail Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to include in the body of their e-mail(s) a list of all documents attached to the e-mail(s), and allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

## 2.3 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.

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## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.

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

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid – one (1) soft copy submitted by e-mail;  
Section II: Financial Bid – one (1) soft copy submitted by e-mail;  
Section III: Certifications – one (1) soft copy submitted by e-mail; and  
Section IV: Additional Information – one (1) soft copy submitted by e-mail.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should use the environmentally-preferable format of black and white instead of color.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

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

##### **3.1.1**

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

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

### **3.1.2 SACC Manual Clauses**

A0290C (2008-05-12), Hazardous Waste – Vessels  
B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products  
D3015C (2014-09-25), Dangerous Goods/Hazardous Products – Labelling and Packaging  
Compliance  
D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products  
G1005C (2016-01-28), Insurance - No Specific Requirement  
A9117C (2007-11-30), T1204 - Direct Request by Customer Department

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## **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.

### **4.1.1 Technical Evaluation**

#### **4.1.1.1 Joint Venture Experience**

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder has not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

#### **4.1.1.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4

#### **4.1.1.3 Point Rated Technical Criteria**

There are no point rated criteria for this requirement.

#### **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 Basis of Payment detailed in Annex B.

#### **4.2 Basis of Selection**

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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

**ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA**

**MANDATORY EVALUATION CRITERIA**

In their proposals, Bidders must demonstrate they meet the following mandatory criteria by providing complete details of the experience, including name and description of client organization, scope, timeframe (from-to dates month/year), and description of the roles and responsibilities.

Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

Number	Mandatory Technical Criteria	MET / NOT MET	Cross Reference to Proposal
<b>MT1</b>	<p>At bid closing, the Bidder must provide a copy of all valid licenses from the Canadian Nuclear Safety Commission (CNSC) to store and dispose of radioactive substances and materials. The Contractor's licenses must cover, at a minimum, the items listed below:</p> <ul style="list-style-type: none"> <li>Americium-241</li> <li>Carbon-14</li> <li>Cesium-137</li> <li>Depleted Uranium</li> <li>Nickel-63</li> <li>Promethium-147</li> <li>Radium-226</li> <li>Strontium-90</li> <li>Thorium-232 (Nat)</li> <li>Tritium (Hydrogen-3)</li> </ul>		
<b>MT2</b>	<p>Any Bidder who must transport the radioactive substances and materials inside and/or outside of Canada must provide a copy of their valid transport and/or export license(s) and/or permit(s).</p>		
<b>MT3</b>	<p>The Bidder must provide photos and/or diagrams of their radioactive waste storage capabilities demonstrating that they can properly accommodate up to twelve 45 gallon drums weighing up to 175 kg each and one 5' x 3' crate weighing up to 500 kg. The photos/diagrams must also show the facility's perimeter is secure and has controlled access.</p>		

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<b>Number</b>	<b>Mandatory Technical Criteria</b>	<b>MET / NOT MET</b>	<b>Cross Reference to Proposal</b>
<b>MT4</b>	The Bidder must demonstrate a minimum of 3 years' experience in the past 5 years in storage of radioactive substance(s) and material(s).  To demonstrate, the Bidder must provide:  a) Name of the company or government department; b) Dates of the contract; c) The types of radioactive nuclear substances and/or materials stored and disposed.		

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

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

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

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

**2010C** (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

- (a) In section 01, Interpretation, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services  
Insert: Minister of National Defence

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to **[date to be specified in the resulting contract estimate is (30 September 2020)]** inclusive

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1)-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Holly Brousseau  
Title: Senior Procurement Officer, D Svcs C 4-2-5  
Organization: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)  
Address: National Defence Headquarters  
Attention: D Svcs C 4-2-5  
101 Colonel By Drive  
Ottawa, ON  
K1A 0Z4  
Telephone: 819-939-8478  
E-mail address: holly.brousseau@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

To be inserted at Contract award

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.

### 6.5.3 Contractor's Representative

To be inserted at Contract award

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)).

## **6.7 Payment**

### **6.7.1 Basis of Payment**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$\_\_\_\_\_ **(insert the amount at contract award)**. Customs duties are excluded and Applicable Taxes are extra.

### **6.7.2 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

## **6.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a copy of the release document and any other documents as specified in the Contract

1. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

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

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

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

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of Contractor's bid)

## 6.12 SACCC Manual Clauses

A0290C (2008-05-12), Hazardous Waste – Vessels  
B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products  
D3015C (2014-09-25), Dangerous Goods/Hazardous Products – Labelling and Packaging  
Compliance  
D3014C (2007-11-30), Transportation of Dangerous Goods/ Hazardous Products  
G1005C (2016-01-28), Insurance - No Specific Requirement  
A9117C (2007-11-30), T1204 - Direct Request by Customer Department

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## ANNEX A

### STATEMENT OF WORK

#### 1. TITLE

RADIOACTIVE NUCLEAR WASTE STORAGE AND DISPOSAL

#### 2. BACKGROUND

The Department of National Defence (DND) / Directorate of Nuclear Safety (D N Safe) is responsible to safely dispose of radioactive nuclear waste generated by the department and the Canadian Armed Forces. However, D N Safe does not have the capability to store and dispose of this radioactive waste.

#### 3. APPLICABLE DOCUMENTS & REFERENCES

Nuclear Safety and Control Act (2017-01-01)  
General Safety and Control Regulations (2015-06-12)  
Nuclear Substances and Radiation Devices Regulations (2015-03-13)  
Transportation of Dangerous Goods Act (1992-06-23)  
Transportation of Dangerous Goods Regulations (1985)  
Packaging and Transport of Nuclear Substances Regulations (2015-06-11)

#### 4. SCOPE

DND has a requirement to contract for storage and disposal of its radioactive nuclear substances and materials; hence forth called "waste" or "shipment". The Contactor must have a Canadian location where DND will ship the waste. The Contractor must be capable of accepting shipments of several 45-gallon drums and 5' x 3' crates for long-term storage and disposal. Based on previous operational requirements and current stockpiles, DND expects a minimum of one shipment per year which typically consists of approximately one crate and four drums

#### 5. TASKS

- 5.1 A kick-off meeting between the Contractor's representative and the Technical Authority (TA) must be held prior to any work being conducted to establish a single point of contact (PoC) who shall act as the Contractor's representative regarding all work matters. The TA must be able to contact the PoC Monday to Friday (not including statutory holidays) and between the hours of 9:00 am to 5:00 pm. The PoC shall return any calls from the TA within one business day. At this meeting the PoC will advise DND of any restrictions, or blackout dates that they cannot receive a shipment
- 5.2 For each shipment, the TA will contact the Contractor to arrange a date and time when the Contractor will be able to receive a shipment from DND. The TA will provide the Contractor with a list detailing the items contained in each shipment. The Contractor will advise DND if they have any specific transfer procedures for each shipment. If

applicable, the Contractor must provide DND the details of the transfer procedure for each shipment. This may include, but is not limited to, any Contractor specific labels that need to be on the containers, and any documents that will need to be completed.

- 5.3 For each shipment, the Contractor must prepare a report outlining work performed and describing any problems encountered and recommendations for continuous improvement, as there will be multiple waste shipments resulting from this Contract.
- 5.4 For the duration of the contract, the Contractor must hold valid license(s) and/or permit(s) from the Canadian Nuclear Safety Committee (CNSC), or other regulatory bodies as appropriate, that are equivalent to the license(s) and/or permit(s) they provided with their bid. These license(s) are for all activities involved with the storage and disposal of radioactive waste. If the Contractor must transport the waste outside of Canada, they must hold the necessary export license(s) to do so, for the duration of the contract.

## 6. DELIVERABLES

Number	Task Number	Description of Deliverable	Date of Deliverable
6.1	5.1	The Contractor must provide DND with an annual list of dates, if any, in which the Contractor is not able to accept shipments or has any restrictions on the type of shipment they can accept for each year of the contract.	Within 5 business days of the kick-off meeting and the anniversary of the kick-off meeting.
6.2	5.2	If the Contractor requires DND to place Contractor's labels on the containers prior to shipment, then the Contractor is responsible to send DND the physical labels.	Within 5 business days prior to each shipment date.
6.3	5.3	The Contractor must email a Word document report to the TA describing the transfer of the shipment, describing any problems encountered with the handover of each shipment and, if applicable, providing recommendations for eliminating the problems encountered.	Within 15 business days after the receipt of each shipment.
6.4	5.4	The Contractor must provide a copy of any renewed license(s), and/or permits to show that they are maintaining the same or greater level of coverage as the valid license(s) and/or permit(s) they provided at bid closing. These licenses and/or permits will allow the Contractor to transport and store, export if required and potentially dispose of the waste for each shipment. All license(s) and/or permit(s) must be maintained for the duration of the contract.	Within 2 business days of the expiry date of the license.

**7. TRAVEL**

There are no travel requirements in this statement of work.

**8. LOCATION OF WORK**

The work will take place at the Contractor's normal place of business.

**9. MEETINGS**

Meetings will take place at either the Contractor's site or at a DND location. Location and frequency of each meeting will be determined by the TA. If required by the TA, the Contractor must prepare and submit to the TA a record of decisions for review and approval no later than five working days after each meeting. This record will be a Microsoft Word document and will be delivered to the TA electronically.

**10. LANGUAGE**

All correspondence will be in English.

**11. CONSTRAINTS**

For the duration of this contract DND will only transport shipments to the Contractor at a Canadian location. If the Contractor intends to remove the waste from Canada, then the Contractor will bear any and all related expenses and is responsible all of the necessary permit(s) and/or license(s) to export radioactive waste from Canada.

## ANNEX B – Basis of Payment

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

### Initial Period:

The initial Contract period is from date of Contract to [date to be specified in the resulting contract estimate is (30 September 2020)] inclusive (Year 1)

A	B	C	D	E
Item	Unit	Estimated Quantity	Unit Price	Total Price (C x D)
Americium-241	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Carbon-14	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Cesium-137	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Depleted Uranium	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Nickel-63	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Promethium-147	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Radium-226	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Strontium-90	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Thorium-232 (Nat)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Tritium (Hydrogen-3)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
TOTAL PRICE INITIAL CONTRACT PERIOD (Year 1)				\$

**Option Periods:**

Option Period 1 (Year 2)				
A	B	C	D	E
Item	Unit	Estimated Quantity	Unit Price	Total Price (C x D)
Americium-241	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Carbon-14	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Cesium-137	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Depleted Uranium	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Nickel-63	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Promethium-147	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Radium-226	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Strontium-90	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Thorium-232 (Nat)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Tritium (Hydrogen-3)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
TOTAL PRICE OPTION PERIOD 1				\$

Option Period 2 (Year 3)				
A	B	C	D	E
Item	Unit	Estimated Quantity	Unit Price	Total Price (C x D)
Americium-241	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Carbon-14	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Cesium-137	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Depleted Uranium	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Nickel-63	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Promethium-147	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Radium-226	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Strontium-90	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Thorium-232 (Nat)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Tritium (Hydrogen-3)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
TOTAL PRICE OPTION PERIOD 2				\$

Option Period 3 (Year 4)				
A	B	C	D	E
Item	Unit	Estimated Quantity	Unit Price	Total Price (C x D)
Americium-241	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Carbon-14	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Cesium-137	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Depleted Uranium	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Nickel-63	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Promethium-147	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Radium-226	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Strontium-90	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Thorium-232 (Nat)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Tritium (Hydrogen-3)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
TOTAL PRICE OPTION PERIOD 3				\$

Option Period 4 (Year 5)				
A	B	C	D	E
Item	Unit	Estimated Quantity	Unit Price	Total Price (C x D)
Americium-241	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Carbon-14	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Cesium-137	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Depleted Uranium	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Nickel-63	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Promethium-147	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Radium-226	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Strontium-90	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Thorium-232 (Nat)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
Tritium (Hydrogen-3)	45 gallon drum	4	\$	\$
	5' x 3' crate	1	\$	\$
<b>TOTAL PRICE OPTION PERIOD 4</b>				\$

<b>TOTAL BID PRICE</b>	
Initial Contract Period Year 1 + Option Period 1 + Option Period 2+ Option Period 3 + Option Period 4	\$

## APPENDIX 1 to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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## APPENDIX 1 to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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