



**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

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

Director Services Contracting 4
(D Svcs C)

Attention: Rob Best

By email to:
DSvcsC4Contracting-DCSvcs4Contrats@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 indiqué(s).

Comments – Commentaires

**THIS DOCUMENT CONTAINS
A SECURITY REQUIREMENT**

**CE DOCUMENT CONTIENT
EXIGENCE EN MATIÈRE DE SÉCURITÉ**

**Solicitation Closes /
L'invitation prend
fin:**

At / à : 2:00 PM EST

On / le : 17 December 2019

Title / Titre: Contaminated Transformer and Pump disposal	Solicitation No / No de l'invitation: W6369-19-X050
Date of Solicitation / Date de l'invitation: 5 November 2019	
Address Enquiries to – Adresser toutes questions à: Rob Best by email to: Robert.Best@forces.gc.ca	
Telephone No. / N° de téléphone:	FAX No / No de fax:
Destination: National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

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.

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

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

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

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

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

1.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in 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 North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chili Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, and the Canada-Peru Free Trade Agreement.

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) Section 02, Procurement Business Number, is deleted in its entirety.
- (b) Subsection 2.d of Section 5, Submission of Bids, is deleted and replaced with the following:
 - 1. It is the Bidder's responsibility to:
 - d. Send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation.
- (c) Subsection 4 of Section 5, Submission of Bids, is amended by deleting "sixty (60) days" and inserting "one hundred twenty (120) days".
- (d) Section 06, Late Bids, is deleted in its entirety.
- (e) The text under Section 07, Delayed Bids, is deleted and replaced with the following:

07 Delayed bids

It is the Bidder's responsibility to ensure that DND / D (Svcs) C has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- (f) Section 08, Transmission by facsimile or by epost connect, is deleted in its entirety.
- (g) Subsection 2 of Section 20, Further Information, is deleted.

2.2 Submission of Bids

Bids must be submitted only to DND / D Svcs C by the date and time indicated on page 1 of the bid solicitation.

E-Mail Submissions: Individual emails that may include certain scripts, formats, embedded macros and/or other links, or those that exceed five (5) megabytes may be rejected by Department of National Defence (DND) email system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one email. DND will confirm receipt of documents. It is the Bidder's responsibility to ensure its entire submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. In order to minimize the potential of email rejection and/or other technical issues, Bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents received after the closing date and time will not be accepted.

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.

2.3.1 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.
- (e) "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.

2.3.2 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; and
- (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](#).

2.3.3 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; and
- (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 \$5,000.00, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than five (5) 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

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid – One (1) soft copy submitted by email.

Section II: Financial Bid – One (1) soft copy submitted by email.

Section III: Certifications if applicable – One (1) soft copy submitted by email.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation.

Section III: Certifications

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

ATTACHMENT 1 to PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive rate (in Can \$).

The inclusion of volumetric data in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Article	Work to be performed	Total Cost
1	Provision of Disposal Plan	\$
2	Removal of contaminated items	\$
3	Clean up of storage area	\$
4	Transport of contaminated items	\$
5	Disposal of contaminated items	\$
Evaluated Price, inclusive of all Articles (Applicable taxes extra)		\$
Applicable Taxes		\$
Total Cost		\$

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 Mandatory Technical Criteria

	Mandatory Evaluation Criteria	Instructions to Bidders
	The Bidder must demonstrate in its proposal, that its facility meets all requirements listed below.	The Bidder must demonstrate compliance by providing:
MT1	Bidder must possess a proper Canadian Nuclear Safety Commission (CNSC) licence for transport, storage and disposal of radiological waste containing Tritium (Hydrogen-3). Licence must be valid for the duration of the Contract.	A copy of CNSC licence showing validity date.

4.1.2 Financial Evaluation

The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contracting guarantee.

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

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 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.

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

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list during the period of the Contract.

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirement (SRCL and related clauses) applies and forms part of the Contract:

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

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

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

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

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

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in 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

SACC Manual Clause [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 the date of Contract to ____ inclusive. **(Date to be specified in resulting contract)**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: (to be specified in resulting contract)

Name: _____
Title: _____
Organization: _____
Address: National Defence Headquarters
Attention: _____
Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: _____
Facsimile: _____
E-mail address: _____

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 specified in resulting contract)

Name: _____
Title: _____
Organization: _____
Address: National Defence Headquarters
Attention: _____
Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Procurement Authority

The Procurement Authority for the Contract is: (to be specified in resulting contract)

Name: _____
Title: _____
Organization: _____
Address: National Defence Headquarters
Attention: _____

Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.4 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (amount to be inserted at contract award). Customs duties are 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 Contracting Authority before their incorporation into the Work.

6.7.2 Terms of 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; and
- (c) The work delivered has been accepted by Canada.

6.7.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

6.7.4 Electronic Payment of Invoices – Contract

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

[List below to be modified in the resulting contract as indicated by the successful bidder in its bid, if applicable]

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

The Contractor must submit 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 complete.

Each invoice must be supported by:

- (a) A description of the Work carried out.

Invoices must be distributed as follows:

- (a) The original invoice and one (1) copy must be forwarded to the address shown on page 1 of the contract for certification and payment; and
- (b) One copy must be forwarded to the Contracting 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.

6.10 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) [2010C \(2018-06-21\)](#) General Conditions - Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) the Contractor's bid dated _____

6.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.13 Foreign Nationals

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

[OR]

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

6.14 SACC Manual Clauses

[G1005C](#) (2016-01-28) Insurance

D3014C (2007-11-30) Transportation of Dangerous Goods/Hazardous Products

ANNEX "A" - STATEMENT OF WORK

1.0 SCOPE

1.1 Purpose

- 1.1.1 The purpose of this Statement of Work (SOW) is to describe the requirements and work effort from the Contractor by Defence Research and Development Canada (DRDC) for services to execute the transport and the disposal of 2 Van De Graaf accessory Transformers and 23 Van De Graaf accessory pumps in Ottawa, Ontario.

1.2 Background

- 1.2.1 DRDC Ottawa Research Centre previously housed a Van De Graaf (VDG) generator. This VDG has been decommissioned and the transformers and pumps that remain are sealed and contain oils that are contaminated with Polychlorinated Biphenyls (PCB). In addition, the oils are contaminated with Tritium (Hydrogen-3). There is no suspected Alpha or Gamma contamination. These transformers and pumps are now obsolete and must be disposed of as radiologically contaminated waste.

1.3 List of Acronyms and Abbreviations

Abbreviation	Description
DRDC	Defence Research and Development Canada
SOW	Statement of Work
TA	Technical Authority
CNSC	Canadian Nuclear Safety Commission
NSCA	Nuclear Safety and Control Act
TDGA	Transportation of Dangerous Goods Act, 1992
PCB	Polychlorinated Biphenyls
VDG	Van De Graaf generator

2.0 APPLICABLE DOCUMENTS

Reference Title	Website
Nuclear Safety and Control Act	http://nuclearsafety.gc.ca/eng/acts-and-regulations/acts/index.cfm
Transportation of Dangerous Goods Act, 1992	http://nuclearsafety.gc.ca/eng/acts-and-regulations/acts/index.cfm
Canadian Environmental Protection Act, 1999	https://laws-lois.justice.gc.ca/eng/acts/C-15.31/FullText.html
PCB Regulations	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-273/FullText.html
PCB Waste Export Regulations, 1996	https://laws-lois.justice.gc.ca/eng/regulations/SOR-97-109/FullText.html

Interprovincial Movement of Hazardous Waste Regulations, SOR/2002-301	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-301/FullText.html
Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, SOR/2005-149	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-149/index.html
Packaging and Transport of Nuclear Substances Regulations, 2015, SOR/2015-145	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2015-145/FullText.html
Nuclear Non-proliferation Import and Export Control Regulations. SOR/2000-210	https://laws-lois.justice.gc.ca/eng/regulations/SOR-2000-210/FullText.html

2.1 Order of Precedence

- 2.1.1 In the event of a conflict between the content in this SOW and the referenced documents, the content of this SOW takes precedence.

3.0 GENERAL REQUIREMENTS

3.1 Scope of Work

- 3.1.1 The Contractor must retrieve, transport and dispose of two (2) contaminated transformers and 23 contaminated pumps. The weight of each transformer or pump is between 20 to 60 pounds individually. Each transformer and pump is contaminated with PCBs and Tritium.
- 3.1.2 The Contractor must ensure all work is carried out in accordance with the Nuclear Safety and Control Act and its associated regulations.
- 3.1.3 The Contractor must ensure the preparation and transport of the 2 contaminated transformers and 23 contaminated pumps, and any additional radioactive or chemical waste generated as part of this work, is carried out in accordance with the Transportation of Dangerous Goods Act, 1992 and its associated regulations.
- 3.1.4 The Contractor must adhere to the following legislation/regulations:
- (a) Canadian Environmental Protection Act, 1999;
 - (b) PCB Regulations;
 - (c) PCB Waste Export Regulations, 1996;
 - (d) Interprovincial Movement of Hazardous Waste Regulations, SOR/2002-301;
 - (e) Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, SOR/2005-149;
 - (f) Packaging and Transport of Nuclear Substances Regulations, 2015, SOR/2015-145;
 - (g) Nuclear Non-proliferation Import and Export Control Regulations. SOR/2000-210; and
 - (h) Any other municipal, provincial and federal legislation/regulations for the handling, transport and disposal of Tritium and PCBs not captured in the above list.

3.2 Tasks and Deliverables

- 3.2.1 The Contractor must transport and dispose of the 2 contaminated transformers and 23 contaminated pumps, and the bins in which they are currently stored in accordance with the Nuclear Safety and Control Act and its associated regulations and the Transportation of Dangerous Goods Act and its associated regulations.

3.2.2 The Contractor must provide all required removal and disposal resources, including but not limited to:

Personnel;
Packing Material;
Transportation Equipment;
Vehicles;
Floor Protection; and
Personal Protective Equipment

Canada will not supply any equipment or personnel for the removal, transportation and disposal of the 2 contaminated transformers and 23 contaminated pumps.

3.2.3 The Contractor must leave all work areas clean and tidy once the removal is complete.

3.2.4 The Contractor must provide a copy of a certificate of custodianship within three (3) months of contract award, listing what has been taken away from DRDC facilities for the Scope of Work described in 3.1.1 in this SOW.

3.2.5 The Contractor must submit a Removal and Disposal plan for TA approval prior to any work being carried out.

3.3 Constraints

3.3.1 The Contractor must perform all work that is being carried out at Shirley's Bay, Ottawa, Ontario, on weekdays between 07:00 hours and 17:00 hours.

3.3.2 Upon contract award, the DRDC Technical Authority (TA) will contact the Contractor with a suggested date to begin work and the Contractor will have five (5) business days to respond.

3.3.3 The Contractor must perform any necessary on-site work in Building 24, exclusively. As long as the 2 Van De Graaf accessory transformers and 23 Van De Graaf accessory pumps are under DND/DRDC licence control, they cannot be removed from Building 24.

4.0 LOCATION

DRDC – Ottawa Research Centre
3701 Carling Avenue
Building 24
Ottawa, ON
K1A 0Z4
Canada

ANNEX "B" - BASIS OF PAYMENT

Total Cost Proposal (Basis of Payment)

A. Total cost of the proposal is the sum total for all articles as shown in the table below.

Article	Work to be performed	Total Cost
1	Provision of Disposal Plan	\$
2	Removal of contaminated items	\$
3	Clean up of storage area	\$
4	Transport of contaminated items	\$
5	Disposal of contaminated items	\$
Evaluated Price, inclusive of all Articles (Applicable taxes extra)		\$
Applicable Taxes		\$
Total Cost (Can \$)		\$

ANNEX "C"- SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat W6369-19-X050
Security Classification / Classification de sécurité Unclassified

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

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

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Security Classification / Classification de sécurité
Unclassified





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PART A (continued) / PARTIE A (suite)	
8 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9 Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

[SRCL signature page (page 4) to be inserted here in the resulting contract]

ANNEX "D" to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts the following Electronic Payment Instrument:

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