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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

**Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.**

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

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

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

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

**Part 6 Security and Other Requirements:** includes specific requirements that must be addressed by Bidders; and

**Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Security Requirements Checklist.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

### 1.2 Summary

**1.2.1** By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to provide a technical evaluation of the relative risk posed by existing low risk installations, a deep geological repositories (DGR), and small modular reactors (SMR), as compared to the risk posed by nuclear power reactors.

The contract period is from date of award to January 28, 2023.

**1.2.2** There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

**1.2.3** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.



### **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 will be done in writing, by email.



## 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete entirely**
- **Subsection 2 of Section 8: Delete entirely**  
**Delete:** The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: [tpsgc.dgareceptiondessaoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca), or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.  
**Insert:** The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCan is: [procurement-appvisionnement@NRCan-RNCan.gc.ca](mailto:procurement-appvisionnement@NRCan-RNCan.gc.ca)
- **Under Subsection 2 of Section 20:** Not applicable
- Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to the Natural Resources Canada (NRCan) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using epost Connect service will be accepted.

At least 48 hours before the solicitation closes, it is requested the Bidder send an email requesting to open an epost Connect conversation to the following address:  
[procurement-appvisionnement@NRCan-RNCan.gc.ca](mailto:procurement-appvisionnement@NRCan-RNCan.gc.ca)



**Note:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions [2003 \(Subsection 2 of Section 08\)](#), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

**IMPORTANT:** It is requested that you write the bid solicitation number in “Subject” of the email:

**NRCan – 5000067328 – Risk Assessment for Nuclear Installations**

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using epost Connect service. Not complying with the instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing 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.

### **2.4 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.

### **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will





be given consideration provided they are submitted to the Contracting Authority at least Five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6 Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons: as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#)

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

- To generate knowledge and information for public dissemination.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically and in accordance with section 08 of 2003 standard instructions.

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (one (1) electronic copy)

**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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix 2. The total amount of Applicable Taxes must be shown separately.

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

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

#### **Section IV: Additional Information**



In Section IV of their bid, bidders should provide:

1. the 1<sup>st</sup> page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 *Technical Evaluation*

Mandatory and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

### 4.2 Basis of Selection

#### 4.2.1 *Highest Combined Rating of Technical Merit and Price*

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting choose (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



## 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_

Member 2: \_\_\_\_\_

Member 3: \_\_\_\_\_

Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

### 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.

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 annex [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.

### **5.2.3 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.2.4 Education and Experience**

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

### **5.2.5 Former Public Servant**

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

### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;





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

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

"**pension**" means a pension or annual allowance paid under the [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: 2019-01](#) 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.

Professional fees

Amount

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### 5.2.6 *Aboriginal Designation*

Who is eligible?

- a) An Aboriginal business, which can be:
- i) a band as defined by the Indian Act
  - ii) a sole proprietorship
  - iii) a limited company
  - iv) a co-operative
  - v) a partnership
  - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.



The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- ☐ Our Company is NOT an Aboriginal Firm, as identified above.
- ☐ Our Company is an Aboriginal Firm, as identified above.

---

Signature

---

Date



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## PART 6 - SECURITY AND OTHER REQUIREMENTS

### 6.1 Security Requirements

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 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
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.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 6.2 Insurance Requirements

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work OR Requirement

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. *(to be completed at contract award)*

### 7.2 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.

#### 7.2.1 General Conditions

[2035](#) (2022-05-12) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

#### 7.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

### 7.3 Dispute Resolution

#### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

#### *Meaning of "Dispute"*

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).

## **7.4 Security Requirements**

**7.4.1** The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

### **Canadian Clauses**

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Officer personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Officer must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) *Contract Security Manual* (Latest Edition)

### **Foreign Clauses**

The Canadian Designated Security Authority (Canadian DSA) is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD). The Canadian DSA is the authority for confirming **Contractor** compliance with the security requirements for foreign



suppliers. The following security requirements apply to the foreign recipient **Contractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract**.

1. The Foreign recipient **Contractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Foreign recipient **Contractor** must, at all times during the performance of the **contract**, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient **Contractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient **Contractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
  - iii. The Foreign recipient **Contractor** must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract**. This individual will be appointed by the proponent foreign recipient **Contractor's** Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the **contract**.
  - iv. The Foreign recipient **Contractor** must not grant access to **CANADA PROTECTED B** information/assets, except to its personnel subject to the following conditions:
    - a. Personnel have a need-to-know for the performance of the **contract**;
    - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in **their country** as well as a Background Verification, validated by the Canadian DSA;
    - c. The Foreign recipient **Contractor** must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
    - d. The Government of Canada reserves the right to deny access to **CANADA PROTECTED B** information/assets to a foreign recipient **Contractor** for cause.
3. **CANADA PROTECTED B** information/assets provided or generated pursuant to this **contract** must not be further provided to a third party Foreign recipient Subcontractor unless:



- a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA PROTECTED** information/ assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
4. The Foreign recipient **Contractor** MUST NOT remove **CANADA PROTECTED** information/assets from the identified work site(s), and the foreign recipient **Contractor** must ensure that its personnel are made aware of and comply with this restriction.
  5. The Foreign recipient **Contractor** must not use the **CANADA PROTECTED** information/assets for any purpose other than for the performance of the **contract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
  6. The Foreign recipient **Contractor** must, at all times during the performance of the **contract** hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of **CANADA PROTECTED B**.

All **CANADA PROTECTED** information/assets, furnished to the foreign recipient **Contractor** or produced by the foreign recipient **Contractor**, must also be safeguarded as follows:

7. The Foreign recipient **Contractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets pursuant to this **contract** has been compromised.
8. The Foreign recipient **Contractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets accessed by the foreign recipient **Contractor**, pursuant to this **contract**, have been lost or disclosed to unauthorized persons.
9. The Foreign recipient **Contractor** must not disclose **CANADA PROTECTED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
10. The Foreign recipient **Contractor** must provide the **CANADA PROTECTED** information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
11. The Foreign recipient **Contractor** must, at all times during the performance of this **contract**, ensure the transfer of **CANADA PROTECTED** information/assets be facilitated through the Canadian DSA.
12. Upon completion of the Work, the foreign recipient **Contractor** must return to the Government of Canada, all **CANADA PROTECTED** information/assets furnished or produced pursuant to this **contract**, including all **CANADA PROTECTED** information/assets released to and/or produced by its subcontractors.
13. The foreign recipient **Contractor** requiring access to **CANADA PROTECTED B** information/assets, under this **contract**, must submit a Request for Site Access to the Chief Security Officer of **Natural Resources Canada**.





14. In the event that a Foreign recipient **Contractor** is chosen as a supplier for this **contract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
15. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
16. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
17. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
18. The Foreign recipient **Contractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.
19. Canada has the right to reject any request to electronically access, process, produce, transmit or store **CANADA PROTECTED** information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

#### **7.4.2 Contractor's Sites or Premises Requiring Safeguarding Measures**

- 7.4.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 7.4.2.2** The Company Security Officer must ensure through the [Industrial Security Program \(ISP\)](#), that the Contractor and individuals hold a valid security clearance at the required level.

### **7.5 Term of Contract**

#### **7.5.1 Period of the Contract**

The period of the Contract is from date of Contract to January 28, 2023 inclusive.

### **7.6 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is not subject to any Comprehensive Land Claims Agreements.



## 7.7 Authorities

### 7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julia Pace  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 1 Challenger Drive, Dartmouth, NS B2Y 4A2  
Telephone: 902-719-4856  
E-mail address: [Julia.pace@nrcan-rncan.gc.ca](mailto:Julia.pace@nrcan-rncan.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.

### 7.7.2 Project Authority *(to be provided at contract award)*

The Project Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

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

### 7.7.3 Contractor's Representative *(to be provided at contract award)*

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address



## 7.8 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.9 Payment

### 7.9.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ \_\_\_\_\_ *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.9.2 Method of Payment

#### Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

## 7.10 Invoicing Instructions

Invoices shall be submitted as follows:

E-mail:

[Invoicing-Facturation@nrcan-rncan.gc.ca](mailto:Invoicing-Facturation@nrcan-rncan.gc.ca)

**Note:** Attach “PDF” file. No other formats will be accepted

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor’s own form and shall bear the Contract number: \_\_\_\_\_

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>



## 7.11 Certifications and Additional Information

### 7.11.1 Compliance

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

## 7.12 Applicable Laws

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

## 7.13 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 supplemental general conditions 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions 2035 (2022-05-12) Higher Complexity – Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List
- g) the Contractor's bid dated \_\_\_\_\_,

## 7.14 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

## 7.15 Insurance

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



## 7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca).



## ANNEX A - STATEMENT OF WORK

### SW.1.0 TITLE

Review and Update of the Risk Assessment for Nuclear Installations Administered as a part of the *Nuclear Liability and Compensation Act (NLCA)*

### SW.2.0 BACKGROUND

The *Nuclear Liability and Compensation Act (NLCA)* is the legislation that sets out the nuclear third party liability (NTPL) requirements for the operators of nuclear installations in Canada, currently set to a maximum of C\$1 billion.

In 2017, the NLCA entered into force, having successfully replaced the previous legislation, the *Nuclear Liability Act (NLA)*. The NLCA maintained the same principles of absolute and exclusive liability of the operator as in the NLA, while increasing the liability limit of the operator of a nuclear power plant – from C\$75 million in the NLA – to C\$1 billion. Nuclear operators carry financial security to address their liability under the NLCA. The liability limit set out in the NLCA for power reactors influences the liability limit for lower risk installations, described in the *Nuclear Liability and Compensation Regulations (NLCR)*. Classes of nuclear installations designated in the NLCR are as follows, their respective Canadian dollar NTPL limits indicated in parentheses:

1. power reactor (\$1 billion);
2. reactor of over 7 MW (\$180 million);
3. nuclear fuel waste processing facility (\$40 million);
4. nuclear fuel waste management facility (\$13 million);
5. nuclear fuel conversion facility (\$3.3 million);
6. nuclear fuel production facility (\$2.3 million);
7. reactor of 1 MW to 7 MW (\$1.3 million);
8. radioactive waste management facility (\$1 million); and
9. reactor of less than 1 MW (\$0.5 million).

Prior to the implementation of these regulations, a risk analysis, having consideration for the following factors, was used to determine the relative liabilities and financial security for the different categories of lower risk installations:

1. Accidental Criticality
2. Fission Product Inventory
3. Potential Energy
4. Other Potential Risks
5. Uncontrolled Release
6. Need for control measures

Each factor was evaluated relative to the risk posed by nuclear power plants, which was considered to be the maximum risk with the highest associated liability limit (all values = 10 = MAX). This risk analysis was originally undertaken more than a decade ago, and as such requires re-evaluation and right sizing with the increase in nuclear power plant liability limit. The updated risk analysis may consider, in addition to the above and as needed:

1. Nuclear Substance Inventory with a short half life
2. Nuclear Substance Inventory with a long half life
3. Energy (both criticality and thermal/pressure/chemical)
4. Control measures for reactor
5. Nuclear Substance/Material Inventory in storage
6. Energy (both criticality and thermal/pressure/chemical) for storage inventory
7. Control measures for material in storage
8. Number of units



## 9. Frequency of release

NRCan anticipates considering the above list of risk factors, or some derivation of them, when establishing liability limits for new nuclear technologies and installations, namely small modular reactors (SMRs) and deep geological repositories (DGRs). The SMR and DGR liability and financial security requirements should, as with the low risk installations, be a function of their relative risk and the liability limit of existing nuclear power reactors (CANDU). The leading SMR technologies in Canada include, but are not limited to, boiling water reactors (BWR, BWRX-300 GE Hitachi/Ontario Power Generation), high-temperature gas reactors (HTGR, X-energy, Global First Power), and molten salt reactors (MSR, stable salt reactor (SSR, Moltex), Integral MSR (iMSR, Terrestrial Energy)). Additional consideration needs to be given to the potential deployment of these new nuclear reactor types in marine environments and the relative risk posed by such deployments as compared to those on land.

### SW.3.0 SCOPE AND OBJECTIVES

The scope and objectives of the work to be carried out under this contract are to provide a technical evaluation of the relative risk posed by existing low risk installations, a DGR, and SMRs (subject to available information), as compared to the risk posed by nuclear power reactors. To be examined are the risks of, and corresponding liability limits of, the following types of facilities:

1. reactor of over 7 MW;
2. nuclear fuel waste processing facility;
3. nuclear fuel waste management facility;
4. nuclear fuel conversion facility;
5. nuclear fuel production facility;
6. reactor of 1 MW to 7 MW;
7. radioactive waste management facility;
8. reactor of less than 1 MW;
9. DGR
10. HR
11. HTGR
12. MSR-SSR
13. MSR-iMSR
14. BWR

This evaluation will consider, as necessary, the following risk factors:

1. Accidental Criticality
2. Fission Product Inventory
3. Potential Energy
4. Other Potential Risks
5. Uncontrolled Release
6. Need for control measures
7. Nuclear Substance Inventory with a short half life
8. Nuclear Substance Inventory with a long half life
9. Energy (both criticality and thermal/pressure/chemical)
10. Control measures for reactor
11. Nuclear Substance/Material Inventory in storage
12. Energy (both criticality and thermal/pressure/chemical) for storage inventory
13. Control measures for material in storage
14. Number of units
15. Frequency of release

This technical evaluation will produce a risk matrix for the different classes under consideration so that the matrix, or a points system, can be used to determine new liability limits. There may be a calculation to determine the final "total points" for each entity based on the importance of a risk factor or a safety measure, and details and rationale for such calculations must be provided. The evaluation will also produce a sample liability limit for each of the existing and "new"



classes of installations, as required. Ultimately, an iteration of the proposed methodology/matrix should enable proponents and the public to calculate approximate technology/installation-specific liability limits based on the determined relative risks and the C\$1 billion liability limit for power reactors. The Minister would make the final determination on the liability limit for nuclear installations.

#### SW.4.0 PROJECT REQUIREMENTS

##### SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks/Activities	Deliverables/Milestones	Time Schedule	Constraints
Task 1: Determine the most relevant risk factors for evaluating nuclear installation classes, including a DGR, and SMRs, and in doing so evaluate the relative risk for each factor. This should yield a matrix or calculation that enables the input of the liability limit of power reactors and the output of a relative liability limit for the given entity based on its relative risk.	<b>Milestone 1 - Letter Report proposing criteria for assessment (for NRCan approval), listing any questions, issues or topics for discussion, along with describing in brief the analysis.</b>	One month following issuance of contract (target July 2022)  Meetings to discuss progress of study or any concerns the contractor may have should be scheduled as needed, in addition to the two required progress updates.	Schedule an initial meeting as soon as possible following issuance of contract to establish relationship. (June 2022)  Letter to be provided at least 1 week prior to first of two progress meetings.  Second progress meeting to be held once a significant portion of the work has been completed (target: September 2022)
Task 2: Recommend an analytical approach, and determine and indicate proposed liability limits for each of the classes of installations identified in the "Scope and Objectives" section of this SOW. Indicate how these determinations were made and provide sufficient detail on any relevant calculations.	<b>Milestone 2 - Draft Report</b> The proponent will prepare a draft report, to be shared with the Project authority, detailing findings so that any necessary revisions or gaps in study can be addressed.  <b>Milestone 3 - Final Report</b> The final report will provide a detailed explanation of the development and application of the determined methodology for evaluating the liability limits of low risk installations. To be approved by the technical authority following receipt.	Four months after contract is issued (target October 2022) –  Five months after contract is issued (target November 2022)	Draft report to be shared at least 1 week prior to meeting regarding content. Prior to the completion of its final report, the proponent will present its draft findings to the project authority so that any necessary revisions to the study can be addressed.





## **SW.4.2 Reporting Requirements**

The Contractor schedule for four teleconference or virtual meetings with NRCan, including:

- An initial meeting before significant work under the contract occurs
- Two progress meetings during the conduct to receive an update with respect to progress of the analysis, options, and recommendations
- A meeting following completion of the analysis to discuss the draft report.

In addition to the above-noted meetings, the contractor should schedule additional meetings as necessary with NRCan staff to review progress and any issues arising.

The requirements for submitting reports and presentations under the contract are listed in the table entitled “Contract Tasks, Milestones, Deliverables and Schedule” in Subsection 4.1. The contractor shall provide an electronic version (in Microsoft Office Word and PDF) and two (2) paper copies of each document identified in the table. For the Final Report, in addition to the electronic version, five (5) paper copies are required.

## **SW.4.3 Method and Source of Acceptance**

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

The payment schedule will be based on the following deliverable dates:

- Milestone 1: Contractor completes Task 1 in the Table entitled “Contract Tasks, Milestones, Deliverables and Schedule” by submitting an acceptable letter report and providing an update through a teleconference meeting, confirming that sufficient analysis has been conducted to proceed to Task 2
- Milestone 2: Contractor completes the first part of Task 2 in the Table entitled “Contract Tasks, Milestones, Deliverables and Schedule” by submitting an acceptable draft report.
- Milestone 3: Contractor completes the residual portions of Task 2 in the Table entitled “Contract Tasks, Milestones, Deliverables and Schedule” by submitting an acceptable final report.

In its proposal, the contractor will provide a breakdown of the costs by milestone and cost category

## **SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW**

### **SW.5.1 Contractor’s Obligations**

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall keep all documents and proprietary information confidential, return all materials belonging to NRCan upon completion of the Contract; attend meeting with stakeholders; participate in teleconferences; and maintain all documentation in a secure area.

### **SW.5.2 NRCan’s Obligations**

NRCan will liaise with the contractor to provide for the timely flow of information and documentation required by the contractor to complete its analysis.

### **SW.5.3 Location of Work, Work Site and Delivery Point**

The work will be carried out by the contractor at its usual place of business and online as required by recommended public health guidance.

### **SW.5.4 Language of Work**



The language of work for this contract is English, spoken and written. Documentation and information provided for review by the consultant will be in English only.

#### **SW.5.5 Special Requirements**

The contractor shall keep confidential all documentation, correspondence, information, and data that it receives from NRCan in relation to this contract and shall place appropriate restrictions on the storage, maintenance, and use of the materials to ensure confidentiality

The contractor will be required sign an appropriate letter of confidentiality stating that it will keep confidential all documents and information received from NRCan as part of the conduct of this contract.

Applicants will be required to complete the [Canadian Cyber Security Tool \(CCST\)](#) virtual self-assessment (for their organization's operational resilience and cyber security posture). The tool is divided into specific and clearly defined categories that are complemented by supporting web links, which provide additional guidance and information. Applicants will be required to provide proof of completion and a brief summary of their CCST virtual self-assessment in their application.



## ANNEX B - BASIS OF PAYMENT

(TO BE COMPLETED AT CONTRACT AWARD)

### 1. Firm Price - Milestone Payments

All-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Milestone #	Description of Milestone	Firm Price (Applicable Taxes Excluded)
1	<b>Letter Report proposing criteria for assessment for NRCan approval:</b> List any questions, issues or topics for discussion, along with describing, in brief, the analysis for the teleconference meeting.	\$ _____ (20%)
2	<b>Draft Report</b> The proponent will prepare a draft report, to be shared with the Project authority, detailing findings so that any necessary revisions or gaps in study can be addressed.	\$ _____ (40%)
3	<b>Final Report</b> The final report will provide a detailed explanation of the development and application of the determined	\$ _____ (40%)



## **ANNEX C - SECURITY REQUIREMENTS CHECK LIST**



APPENDIX 1 - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

#	Mandatory Requirements	MET (Yes/No)	Demonstrate HOW the requirement is met (Cross reference to resource resume as applicable)
M1.	<b>Résumé</b> The Bidder <b>MUST</b> provide a detailed curriculum vitae (CV) for each proposed resource. The CV must be sufficiently detailed to enable a full evaluation of the proposed resource(s) against the requirements detailed in the Scope and Objectives, and Project Requirements sections of the Statement of work.		
M2	<b>Education – Project Lead</b>		



	<p>The proposed Project Lead <b>MUST</b> have successfully completed a post-secondary education degree (university) or diploma/certificate (college/CEGEP) from an recognized organizations.</p> <p>A copy of the degree or diploma <b>must</b> be provided in the bidder’s proposal.</p> <p>The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link:</p> <p><u><a href="#">The Canadian Information Centre for International Credentials (CICIC)</a></u></p>		
M3.	<p><b>Relevant Work Experience in Risk Management</b></p> <p>The Bidder <b>MUST</b> demonstrate that the proposed resource(s) have combined project experience in Risk Assessments and deliverables, including the preparation of reports and analyses. To demonstrate that the proposed resource(s) possess the required experience, the bidder <b>MUST</b> provide three (3) complete project examples carried out over the last five (5) years as of the bid solicitation closing date.</p> <p>The bidder should provide the following information:</p> <ol style="list-style-type: none"><li>1. Name of the client organization and current contact information (references);</li><li>2. Project Summary (Description of the scope of services provided and their relativity to this statement of work);</li><li>3. Project Start and Completion Dates (Duration).</li></ol> <p><b>Note 1:</b> References may be contacted to confirm the information provided.</p> <p><b>Note 2:</b> These projects will be considered in the evaluation of rated criteria and R4.</p>		

1.2 Evaluation of rated criteria



The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Point Rated Requirements:					
Item	Requirement	Points Breakdown	Max Points	Bidder's Score	Comments
R1	<p>Each Résumé should include:</p> <ul style="list-style-type: none"><li>A detailed description of the resource's experience and qualifications in the areas of:<ul style="list-style-type: none"><li>risk assessment, risk management, and auditing, with emphasis on factors relevant to the services to be provided as detailed in the Scope and Objections, and Project Requirements sections;</li><li>probabilistic economic analysis;</li><li>knowledge of the Canadian nuclear sector;</li><li>technical expertise in advance reactor designs;</li><li>the application of scientific techniques to risk assessment; and/or</li><li>safety, nuclear engineering, and systems engineering</li></ul></li></ul>	<p><b>20 points (significant):</b> The vendor demonstrates a significantly detailed methodology/ experience to meet the required results to the necessary scope and complexity. Based on this, required deliverables will likely be met to the highest quality.</p> <p><b>15 points (good):</b> The vendor demonstrates a detailed methodology/ experience to meet the required results to the necessary scope and complexity. Based on this, required deliverables will likely be met to the desired quality.</p> <p><b>10 points (adequate):</b> The vendor demonstrates adequately detailed methodology/ experience to meet the required results to the necessary scope and complexity. The required deliverables may be met to the desired quality.</p> <p><b>5 points (minimal):</b> The vendor does not demonstrate sufficiently detailed methodology/experience to meet the required results to the necessary scope and complexity. Based on this, there is a strong possibility that the required deliverables may not be met to the desired quality.</p>	20		



Point Rated Requirements:					
Item	Requirement	Points Breakdown	Max Points	Bidder's Score	Comments
	<ul style="list-style-type: none"><li>Specific Risk Assessment work experience in a Risk Assessment deliverables project environment</li></ul>				
R2	<p><b>Project Approach</b></p> <p>The Bidder should provide a detailed project approach plan for fulfilling the mandate, specifically describing the methodology to meet the requirements, and a full description of how all deliverables described in this Statement of Work will be met.</p> <p>a) Project Methodology b) Project Requirement Deliverables</p> <p><b>Note:</b> NRCan reserves the right to only review the first 5 pages of the Bidder's proposal.</p>	<p><b>A) Project Methodology, Maximum 10 points</b></p> <p>Excellent – 10 points Very good – 8 Points Good – 6 points Unsatisfactory 4 points Poor – 2 points Unacceptable 0 points</p> <p><b>B) Project Requirement Deliverables, Maximum 10 points</b></p> <p>Excellent – 10 points Very good – 8 Points Good – 6 points Unsatisfactory 4 points Poor – 2 points Unacceptable 0 points</p> <p>The Evaluation Grid below will be used to evaluation this criterion</p>	20		
R3	The combined team members', <b>not including the Team Lead</b> , level of relevant formal education in a scientific/nuclear/engineering discipline.	<p>(max 15 points)</p> <p>PhD – 5 pts MSc. – 3 pts</p>	15		





Point Rated Requirements:					
Item	Requirement	Points Breakdown	Max Points	Bidder's Score	Comments
	This can be demonstrate by providing a Résumé for each Resource including that includes the level, focus, graduation year, number, etc.).	MEng – 3 pts P Eng – 3 pts B. Sc – 2pts B. Eng – 2 pts Technical or community college – 1 pts  Other relevant education should be assigned equivalent points as above as appropriate.			
R4	<p>The Bidder should demonstrate they have achieved demonstrated results in nuclear risk analysis projects of similar scope and complexity as outlined in the SOW, including experience in conducting nuclear risk assessments, and identifying/evaluating risks related to facility operations.</p> <ul style="list-style-type: none"><li>Similar projects should include detailed and complex probabilistic safety assessments or environmental nuclear risk assessments.</li><li>Sufficient detail could include a synopsis of the project, detail on the methodology and outcomes, the objectives of the project and the project management process</li></ul> <p>Project experience used to demonstrate compliancy should include the following information:</p> <ul style="list-style-type: none"><li>The name of the corporation or agency; The dates/duration of the project.</li></ul>	<p><b>40 points (significant experience):</b> All experience areas are met. The vendor possesses significant demonstrated results in nuclear risk analysis projects of similar scope and complexity. Based on this, required deliverables will likely be met to the highest quality.</p> <p><b>32 points (very good experience):</b> All experience areas are met. The vendor possesses demonstrated results in nuclear risk analysis projects of similar scope and complexity. Based on this, required deliverables will likely be met to the highest quality.</p> <p><b>24 points (good experience):</b> All experience areas are met. The vendor possesses some demonstrated results in nuclear risk analysis projects of similar scope and complexity. Based on this, required deliverables will likely be met to the desired quality.</p> <p><b>15 points (adequate experience):</b> More than half of the experience areas are met. The vendor possesses demonstrated results in projects of similar scope and complexity, but not in the nuclear risk analysis. The required deliverables may be met to the desired quality.</p>	40		



Point Rated Requirements:					
Item	Requirement	Points Breakdown	Max Points	Bidder's Score	Comments
	<ul style="list-style-type: none"><li>A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource.</li></ul> <p><b>Note:</b> Projects considered here as a part of demonstrated experienced may have been evaluated for mandatory requirement M3.</p>	<b>6 points (minimal experience):</b> Not all experience areas are met. The vendor does not possess demonstrated results in projects of similar scope and complexity. Based on this, there is a strong possibility that the required deliverables may not be met to the desired quality.			
R5	Consideration of the content provided in the Canadian Cyber Security Tool (CCST) virtual self-assessment and the Bidder's reliability in the handling and access of information necessary to undertake the analysis outlined in the Project Requirement Deliverables as per Statement of Work.  See SW.5.6 Special Requirement within the SOW.		5		
Total Points Available: Total Points To be Considered Compliant 60 points:			100		

EVALUATION GRID	
Excellent (100%)	The rated criteria are addressed in full detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (80%)	The information provided clearly shows the bidder fully understands all elements of the rated criteria, but there are some minor gaps.
Good (60%)	The information provided clearly shows the bidder understands certain but not all elements of the rated criteria.



Unsatisfactory (40%)	The information provided shows a basic understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (20%)	The information provided shows that the bidder has a limited understanding of the specified criteria.
Unacceptable (0%)	The information provided does not meet the criteria.



## APPENDIX 2 - FINANCIAL PROPOSAL FORM

### 1. Firm Price - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Description	Firm Price (Applicable Taxes Excluded)
Risk Assessment for Nuclear Installations	
Total Firm Price for Financial Proposal Evaluation:	\$ _____