



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

solicitation-demandedesoumission@cnsccsn.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Canadian Nuclear Safety Commission

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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux: Commission canadienne de sûreté nucléaire

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, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and address
Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office – Bureau de distribution

Canadian Nuclear Safety Commission – Commission canadienne de sûreté nucléaire

Title – Sujet Environmental Testing Services	
Solicitation No. – N° de l'invitation 5000064918	Date June 27, 2022
Client Reference No. – N° référence du client 5000064918	
Solicitation Closes – L'invitation prend fin August 5, 2022 at 11:00 a.m.	Time Zone - Fuseau horaire Eastern Daylight Time (EDT)
Address Inquiries to : - Adresser toutes questions à: Daniel Tilsley Contracting Specialist Canadian Nuclear Safety Commission solicitation-demandedesoumission@cnsccsn.gc.ca	
Destination of Services: Destination des services : Canadian Nuclear Safety Commission 280 Slater Street Ottawa, ON K1P 5S9	

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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

PART 1, GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachment and annex, 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; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Technical Criteria are included as an attachment.

The Statement of Work is included as an annex.

1.2 Summary

The Canadian Nuclear Safety Commission (CNSC) seeks to establish a contract for environmental testing services, as defined in Annex A, Statement of Work.

There is no security requirement associated with the requirement.

The resulting contract will not include deliveries of services and goods within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services and goods within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone/videoconference.





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>) 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. The following changes are made:

- a) Replace references to “Canada” and “Public Works and Government Services Canada” (or “PWGSC”) with “Canadian Nuclear Safety Commission” (CNSC).

- b) Amend subsection 4 of section 5, Submission of Bids, as follows:

Delete: 60 days
Insert: 180 days

- c) Delete subsection 1a and 1b of section 12, Rejection of Bid, and replace with:

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

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

- d) Amend section 18, Conflict of Interest – Unfair Advantage, as follows:

18.4 The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non financial interest may be rejected.



- 18.5 Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

2.2 Submission of Bids

Bids must be submitted only to the Canadian Nuclear Safety Commission by the date, time and location indicated below:

Date: August 5, 2022

Time: 11:00 a.m. Eastern Daylight Time (EDT)

Location: solicitation-demandedesoumission@cnsccsn.gc.ca

Due to the nature of this solicitation, bids submitted by facsimile or physical mail (courier, Canada Post, etc.) will not be accepted. Only bids submitted by electronic mail (email) will be accepted.

2.3 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 thirty (30) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:

- a) Office of the Procurement Ombudsman (OPO); and
- b) Canadian International Trade Tribunal (CITT)

Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3, BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The CNSC requests that the Bidder submit its bid by electronic mail (email). The CNSC's email system has a limit of fifteen (15) MB per individual email.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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

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

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

- use letter size dimensions;
- use a numbering system that corresponds to the bid solicitation;
- include a table of contents at the beginning of every section; and
- submitted in Portable Document Format (.pdf) or Microsoft Word 97/2000 (.doc).

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 a firm all inclusive price per deliverable for the work detailed in Annex A, Statement of Work.

Bidders must submit their financial bid in accordance with Part 4, Evaluation Procedures and Section 6.7. Payment of Part 6, Resulting Contract Clauses.

Section III: Certifications

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



PART 4, EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria:

a) Mandatory Technical Criteria

Refer to Attachment 1 to Part 4, Technical Criteria.

b) Point Rated Technical Criteria

Refer to Attachment 1 to Part 4, Technical Criteria. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

c) Financial Evaluation

Refer to section 6.7.1 for the Basis of Payment (Firm Price). The price of the financial bid will be evaluated in Canadian dollars, with Applicable taxes excluded and Customs duties included.

An evaluation team composed of representatives of Canada and the International Atomic Energy Agency will evaluate the bids.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

a) To be declared responsive, a bid must:

- i. comply with all the requirements of the bid solicitation;
- ii. meet all the mandatory evaluation criteria; and
- iii. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

b) Bids not meeting i. or ii. or iii. will be declared non-responsive.

c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

d) 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 60%.

e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



- g) 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.
- h) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Example: Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

1.0 Mandatory Technical Criteria

Mandatory Technical Criteria	Bidder's Substantiating Information	Bid Preparation Instructions
<p>M1. IEC 60068-2-52 test method #5 Experience</p> <p>The Bidder must have completed five (5) sample environmental testing projects using IEC 60068-2-52 test method #5, or a demonstratable equivalent method, within the past five (5) years, as of date of bid closing.</p>		<p>For each referenced project, the Bidder must include the following information in their response:</p> <ol style="list-style-type: none"> 1) Name of client or organization; 2) Start and end date of project; 3) Nature and scope of the project; <p>The Bidder should also provide one (1) client reference for a referenced project, including the name, title, role in project, telephone number and email address of the contact.</p> <p>If not provided with the bid, the client reference must be provided upon request of the contracting authority.</p>
<p>M2. ISO 4892-2 test method A Experience</p> <p>The Bidder must have completed five (5) sample environmental testing projects using ISO 4892-2 test method A, or a demonstratable equivalent method, within the past five (5) years, as of date of bid closing.</p>		<p>For each referenced project, the Bidder must include the following information in their response:</p> <ol style="list-style-type: none"> 1) Name of client or organization; 2) Start and end date of project; 3) Nature and scope of the project; <p>The Bidder should also provide one (1) client reference for a referenced project, including the name, title, role in project, telephone number and email address of the contact.</p> <p>If not provided with the bid, the client reference must be provided upon request of the contracting authority.</p>
<p>M3. Certification</p> <p>The Bidder must have ISO 17025 accreditation.</p>		<p>Proof of accreditation should be provided with the bid.</p> <p>If not provided with the bid, the proof must be provided upon request from the Contracting Authority.</p>



2.0 Point Rated Technical Criteria

Point Rated Technical Criteria	Point Allocation	Bidder's Substantiating Information	Bid Preparation Instructions
<p>R1. Proposed Work Plan</p> <p>The Bidder should demonstrate their understanding of the tasks and deliverables outlined in Annex A, Statement of Work by providing a work plan.</p>	<p><u>Twenty (20) Points Maximum</u></p> <p>1. Approach</p> <p>Zero (0) Points: Testing method is not provided or the details provided are irrelevant to meet the requirements of the statement of work.</p> <p>Five (5) Points: Testing method is provided with some of the elements required and meets the requirements of the statement of work.</p> <p>Ten (10) Points: Testing method is provided with all of the elements required and meets the requirements of the statement of work. Both the IEC 60068-2-52 test method #5 and ISO 4892-2 test method A will be used.</p> <p>2. Schedule</p> <p>Zero (0) Points: Project schedule is not provided or the details provided are irrelevant to meet the requirements of the statement of work.</p>		<p>The following elements should be included in the Bidder's response:</p> <p>1. Approach</p> <p>Approach that will be used and why. How testing will be performed and samples analyzed. The proposed approach should comply with the IEC 60068-2-52 test method #5 and ISO 4892-2 test method A, or demonstratable equivalent methods.</p> <p>2. Project schedule, including key milestones, for each task and deliverable outlined in Annex A, Statement of Work. The project schedule should include the associated start and end dates for each task and deliverable, and dependency of each tasks and deliverable where applicable;</p> <p>3. Any risks, limitations, constraints or assumptions that could impact the work and schedule, and how they would be mitigated.</p>



	<p>Five (5) Points: Project schedule is provided with some of the elements required and meets the requirements of the statement of work.</p> <p>Seven (7) Points: Project schedule is provided with all of the elements required and meets the requirements of the statement of work.</p> <p>3. Risks</p> <p>Zero (0) Points: Risks are not provided or are irrelevant to the requirements of the statement of work.</p> <p>One (1) Point: Risks are provided and include some of the elements required, and are relevant to the requirements of the statement of work.</p> <p>Three (3) Points: Risks are provided and include all of the elements required, and are relevant to the requirements of the statement of work.</p>		
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<p>R2. Further Experience in Environmental Testing</p> <p>Bidders must have completed more than five (5) sample environmental testing using IEC 60068-2-52 test method #5 or ISO 4892-2 test method A, or a demonstratable equivalent method, within the past ten (10) years, as of date of bid closing.</p>	<p><u>Ten (10) Points Maximum</u></p> <ul style="list-style-type: none"> • 5 projects: Zero (0) points • 6 to 19 projects: (5) points • 20+ projects: (10) points 		<p>For each referenced project, the Bidder must include the following information in their response:</p> <ol style="list-style-type: none"> 1) Name of client or organization; 2) Start and end date of project; and 3) Nature and scope of the project.
<p>R3. Experience Working with the IAEA</p> <p>Bidders should have experience working with the International Atomic Energy Agency (IAEA) within the past five (5) years, as of date of bid closing.</p>	<p><u>Five (5) Points Maximum</u></p> <ul style="list-style-type: none"> • 0 project: Zero (0) points • 1 project: Two (2) points • 2+ projects: Five (5) points 		<p>For each referenced project, the Bidder must include the following information in their response:</p> <ol style="list-style-type: none"> 1) Start and end date of project; and 2) Nature and scope of the project. <p>The Bidder should also provide a client reference, including the name, title, role in project, telephone number and email address of the contact.</p> <p>If not provided with the bid, the client reference must be provided upon request of the contracting authority.</p>
<p>Total Available Points</p>	<p>35 points</p>		
<p>Total Minimum Pass Mark (60%)</p>	<p>21 points</p>		



PART 5, CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the 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.

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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



5.2.3 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.

5.2.4 Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, 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.



PART 6, RESULTING CONTRACT CLAUSES

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

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

6.1 Statement of Work

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

6.2 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>) issued by Public Works and Government Services Canada.

Wherever “Public Works and Government Services Canada” or “Canada” appears in any of the standard clauses or the general or supplemental general conditions, replace with “Canadian Nuclear Safety Commission” (or “CNSC”).

6.2.1 General Conditions

2010C (2022-01-28), General conditions: Services (medium complexity), apply to and form part of the Contract. The following change is made:

- a) Replace section 24 with the following:
 - i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
 - ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.
 - iii. Post-employment procedures apply to individuals who have left the public sector.
 - iv. The CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest can be found at <http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm>



6.3 Security Requirements

There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to _____ *To be inserted at Contract award* inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

To be inserted at Contract award

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

6.5.2 Project Authority

The Project Authority for the Contract is:

To be inserted at Contract award

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

To be inserted at Contract award

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) 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.



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 \$ *To be inserted at Contract award*. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Price

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.

6.7.3 Travel and Living Expenses

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

6.7.4 Single Payment

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

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

6.7.5 T1204 - Direct Request by Customer Department

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.7.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using Direct Deposit.

6.8 Invoicing Instructions

- a) Invoices can be emailed to finance@cnsccsn.gc.ca.
- b) The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to 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 *To be inserted at Contract award.*

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 (2022-01-28), General conditions: Services (medium complexity);
- c) Annex A, Statement of Work;
- d) the Contractor's bid dated *To be inserted at Contract award.*

6.12 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX A, STATEMENT OF WORK

1.0 TITLE

Environmental Testing Services

2.0 OBJECTIVE OF THE CONTRACT

The Canadian Nuclear Safety Commission (CNSC) requires ISO 17025 certified environmental testing services in support of the development of an Improved Passive Seal System (IPSS) for nuclear safeguards applications.

The objective of this testing is to determine whether existing passive seal prototypes can withstand necessary environmental conditions or indicate if refinement to withstand such conditions may be necessary. The final goal is for these development efforts to contribute toward establishing an IPSS with the following improved features:

- Attachment method: More convenient to attach and no knot tying.
- In-situ verification: No requirement to send all seal bodies back to the International Atomic Energy (IAEA) Head Quarters (HQ) for verification.
- Tamper indication: Better tamper indication in the field or after detachment, again possibly removing the need to bring all seal bodies back to IAEA HQ for verification.

3.0 BACKGROUND

The CNSC is a Federal Government Agency that regulates the nuclear industry in Canada. By virtue of the *Nuclear Safety and Control Act*, the CNSC regulates the use of nuclear energy and materials to protect health, safety, security and the environment; to implement Canada's international commitments on the peaceful use of nuclear energy; and to disseminate objective scientific, technical and regulatory information to the public.

The advanced age of the CAPS seal used in nuclear safeguards applications (in use for approximately 40 years) and the potential added capability of in-situ verification have motivated the design of an alternative International Atomic Energy Agency (IAEA) sealing device. Such sealing devices are commonly used to help ensure that barriers designed to contain nuclear material have not been breached between IAEA inspections.

Since 2008, the IAEA undertook various efforts to develop a new seal in-house known as the 'Glass Seal.' Glass Seal prototypes were unable to meet size, weight, and robustness requirements. In 2016, user requirements for a new passive loop seal were developed but did not lead to a broader procurement effort.

In January 2020, IAEA representatives met with U.S. Department of Energy representatives and industry representatives who provided samples of new materials and new methods that could be pursued for a passive loop seal. In May 2020, the results were presented to Deputy Director General for Safeguards (DDG-SG). In June 2020, the Department decided to pursue a broad query of industry and embark on a full procurement effort instead of pursuing a narrow, targeted effort based on the companies represented in the January 2020 visit.

Thus, the Passive Seal Development Project was born. On 22 June 2020, an Expression of Interest was published on the United Nations Global Marketplace with a deadline of 27 July 2020 (<https://www.unqm.org/public/Notice/109997>).



In recent years, prototype IPSS's have been developed and undergone environmental testing similar to that included in this scope of work. This prior testing resulted in confidence that the prototype IPSS can last at least 3 years, but further testing is required to assess durability beyond 3 years. Additionally, prototype seal verifiers/readers have been developed and deployed in field for validation since November 2021.

4.0 SCOPE OF WORK

The Contractor must complete ISO 17025 certified environmental testing on the following three (3) varieties of seal system samples:

- 1) Prototype IPSS composed of thin polycarbonate and aluminum material, 20 mm wide by 20 mm tall, with approximately 1 ft of stainless steel wire looped through the seal.
- 2) CAPS metal seal made of brass and copper (Figure 1).
- 3) Cobra fibre optic loop seal in plastic housing (Figure 2).

The Contractor must perform two (2) types of testing on the seal samples, as follows:

- 1) Salt mist testing, following the method described by IEC 60068-2-52 test method #5; and
- 2) Ultraviolet (UV) exposure testing, following the method described by ISO 4892-2 test method A.

Other test methods (e.g. American Society for Testing and Materials) are suitable only if they meet the exact same testing conditions/parameters as described in these two aforementioned testing methods.

5.0 TASKS

The Contractor must complete the following tasks:

Task Number	Task	Description of the Work
Task #1	Kickoff meeting	Trilateral meeting (hosted by Contractor) between relevant stakeholders from the Contractor, the IAEA, and the CNSC, to confirm scope and schedule, while providing an opportunity to answer any final questions before initiation of testing.
Task #2	Shipment of seal samples	IAEA will ship seal samples directly to the Contractor.
Task #3	Test plan	The Contractor must provide a finalized Test Plan detailing the testing methods, instrumentation, data collection and analysis techniques.



Task #4	Pre-test data acquisition	The Contractor must collect any applicable sample data (e.g. photographs and any physical integrity measurements) before testing for comparison with seal sample data collected after testing.
Task #5	Salt mist testing	The Contractor must complete salt mist testing on ten (10) IPSS prototype samples, ten (10) CAPS seal samples, and ten (10) Cobra seal samples, following the method described by IEC 60068-2-52 test method #5 for a total of one thousand (1,000) hours of sample exposure to the testing environment.
Task #6	UV exposure testing	The Contractor must complete UV exposure testing on ten (10) IPSS prototype samples, ten (10) CAPS seal samples, and ten (10) Cobra seal samples, following the method described by ISO 4892-2 test method A for a total of two thousand (2,000) hours of sample exposure to the testing environment.
Task #7	Test Report	The Contractor must collect and analyze all post-testing data. The Contractor must then author a detailed report describing the testing that occurred, test results, and discussion and conclusions of test results defended via applicable data such as photographs and any physical integrity measurements for comparison of seal samples before and after testing.

6.0 DELIVERABLES AND ASSOCIATED SCHEDULE

The Contractor must submit the following Deliverables according to the schedule below:

Deliverable	Date	Delivery Location	Description
Kick off Meeting	<i>To be inserted at Contract award.</i>	Tele/Videoconference via Microsoft Teams or equivalent	<p>To clarify the proposed approach and schedule to ensure achievement of the objectives. The Contractor must outline the path forward with the above purpose in mind.</p> <p>This meeting will also identify where supporting documentation is needed.</p> <p>Minutes from the Kick off Meeting must be distributed by the Contractor to the CNSC and IAEA attendees within twenty-four (24) after the meeting.</p>



Progress Meetings	Bi-weekly (maximum frequency)	Tele/Videoconference via Microsoft Teams	To assess the degree to which the agreed project objectives are being achieved as planned and to facilitate timely adjustments (if necessary) to ensure the project success. Progress meetings will be followed by email correspondence summarizing the current status of the project activities and agreements made during the meetings.
Test Plan	Within six (6) weeks after the Kick off Meeting.	Electronic Delivery	This deliverable represents a Final Signed Test Plan that must be provided to the CNSC and approved before any testing can commence. The Contractor must provide a Draft Test Plan to the CNSC for review and comment at least two weeks prior to this deliverable.
Final Test Report	Within eighteen (18) weeks after Test Plan is provided.	Electronic Delivery	This deliverable represents a Final Signed Test Report that must be provided to the CNSC. The Contractor must provide a Draft Test Report to the CNSC for review and comment at least three weeks prior to this deliverable.

7.0 FORMAT OF DELIVERABLES

The Contractor must provide all deliverables in the following formats:

- electronically;
- using font Times New Roman 12 points;
- using Microsoft Office 2016 or later and have editing accessibility;
- Portable Document Format (PDF);

Any electronic files that cannot be read or require major formatting changes when opened are considered unacceptable and will be returned to the Contractor for correction at their expense.

The CNSC reserves the right, at its own discretion, to have the final report printed under CNSC cover, and to distribute it publicly. CNSC publication number(s) will be provided by the CNSC.

8.0 GOVERNMENT FURNISHED EQUIPMENT

No Government Equipment will be furnished to the Contractor.



9.0 LANGUAGE OF WORK

The work must be conducted in English. All deliverables must be submitted in English. The CNSC will be responsible for the translation of the deliverables if required. The Contractor's resource(s) may be required to interact with and provide updates to senior management including directors, executives, directors general and vice-presidents. The Contractor's resource(s) must conduct themselves in a professional manner for interaction with members of senior management.

The Contractor's resource(s) must be able to communicate in English as follows:

Spoken

Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion.

Reading

Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence.

Writing

Able to write the language precisely and accurately in a variety of prose pertinent to professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).

10.0 TRAVEL REQUIREMENTS

There is no travel requirements applicable to this Contract.

11.0 LOCATION OF WORK

The work must be completed at the Contactor's premises. Consultation with CNSC team members, stakeholders, and subject matter experts, presentations, and any other meetings will be held by tele/videoconference via Microsoft Teams.



12.0 REFERENCES



Figure 1 – CAPS Seal (www.iaea.org/newscenter/news/safeguarding-the-future-iaea-looks-for-improved-solutions-for-passive-loop-seals-for-nuclear-verification)

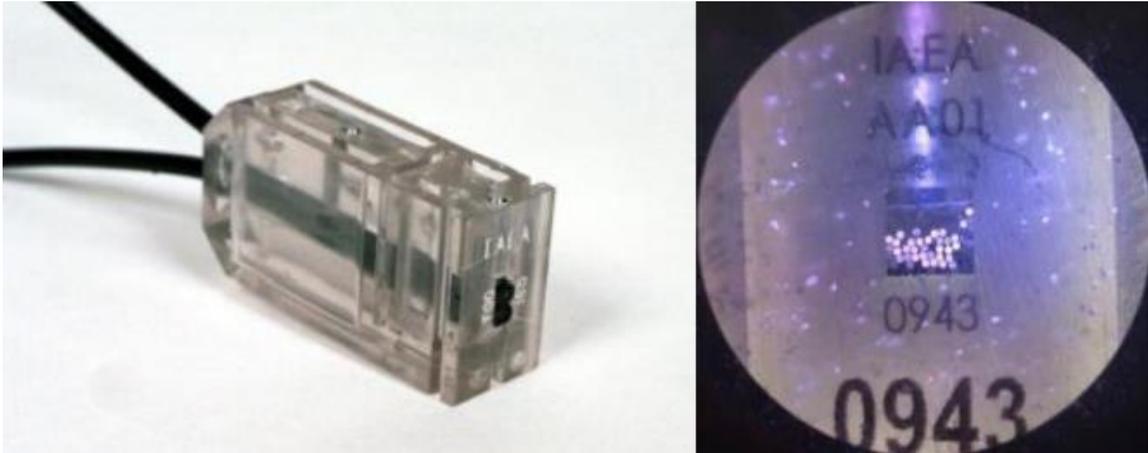


Figure 2 – Cobra Seal (https://www-pub.iaea.org/mtcd/meetings/pdfplus/2011/43123/43123_annexleaflet.pdf)