



**RETURN BIDS TO:**

Canadian Nuclear Safety Commission (CNSC)

Send by email to: [solicitation-demandedesoumission@cnsccsn.gc.ca](mailto:solicitation-demandedesoumission@cnsccsn.gc.ca)

**REQUEST FOR PROPOSAL**

**Proposal to: Canadian Nuclear Safety Commission (CNSC)**

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

**Instructions: See herein**

**Issuing office:**

Canadian Nuclear Safety Commission  
280 Slater St.  
Ottawa, Ontario  
Canada K1P 5S9

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<b>Title:</b> Characterization of the Mississauga Metals & Alloys (MMA) Waste Inventory	
<b>Solicitation no.:</b> 5000065263/A	<b>Date:</b> August 15, 2022
<b>File No. – N° de dossier:</b> 5000065263	
<b>Solicitation closes:</b>  <b>At 2:00 pm, Thursday, September 15<sup>th</sup>, 2022</b>	<b>Time zone:</b>  Eastern Daylight Time (EDT)
<b>Address inquiries to:</b>	
<b>Telephone:</b>	<b>Fax:</b>
<b>Email:</b> <a href="mailto:solicitation-demandedesoumission@cnsccsn.gc.ca">solicitation-demandedesoumission@cnsccsn.gc.ca</a>	
<b>Destination:</b> See herein	

<b>Delivery required:</b>  (See Herein)	<b>Delivery offered:</b>
<b>Supplier name and address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Name and title of person authorized to sign on behalf of supplier (type or print):</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 – GENERAL INFORMATION

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.

### 1.1 INTRODUCTION

This 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, if applicable, and the basis of selection;

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

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

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

The Attachments include:

**List of Attachments to Part 3 (Bid Preparation Instructions):**

[Attachment 1 to Part 3: Pricing Schedule](#)

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

[Attachment 1 to Part 4: Bid Evaluation Criteria](#)

The Annexes include:

[ANNEX A - STATEMENT OF WORK](#)

[ANNEX B - BASIS OF PAYMENT](#)

[ANNEX C – SECURITY REQUIREMENTS CHECK LIST](#)

### 1.2 SUMMARY

1.2.1 The Canadian Nuclear Safety Commission (CNSC) is seeking bids from qualified suppliers to supply professional services in order to characterize the waste contained within 18 sea containers and trailers at the former Mississauga Metals and Alloys site (located at 71, Middleton Street, Brantford, Ontario) for the purpose of the eventual disposition of the waste from the site. The waste is in mixed form as liquids and solids contaminated with low enriched uranium (LEU), consisting of acids, metals, crystallized solids, spent shot from sandblasting operations, and some equipment components and possibly other forms.

A complete description of the work to be performed is provided in Annex A – Statement of Work



It is intended to result in the award of one (1) contract. The project is broken down into two Phases, since the information gathered in Phase 1 (estimated duration of 5 months) will determine the type of information that needs to be collected in order to properly characterize the waste (Phase 2). The decision to proceed with Phase 2 (estimated duration of 4 months) will be made after reviewing the Work submitted in Phase 1.

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFP.

Bids can be submitted in both official languages of Canada.

- 1.2.2 The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

### 1.3 DEBRIEFINGS

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

A de-brief is intended to:

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

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



## PART 2 – BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 2.1.1 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](#) issued by Public Works and Government Services Canada (PWGSC).
- 2.1.2 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(s).
- 2.1.3 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 following modifications:

- delete section 02 in its entirety;
- in section 03, delete “Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16),”
- delete subsection 2d of section 05, Submission of Bids in its entirety;
- revise subsection 4 of section 05, Submission of Bids, as follows:

Delete: “Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation,”

And replace with: “Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation”.

- in sections 06 and 07  
Delete: “PWGSC”  
Replace with: “CNSC”
- delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
- delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:
  - 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.
  - 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.
- add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

#### Conflict of Interest – Performance of the Work

- a. 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.

- b. 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.

- Delete subsection 2 of section 20, Further Information, in its entirety.

2.1.4 With the exception of sections 1 and 21 of the [2003 \(2022-03-29\) Standard Instructions – Goods or Services – Competitive Requirements](#), all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" means or is replaced by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

2.1.5 Wherever there is a discrepancy between information in this request for proposal and the provisions of the 2003 (2022-03-29) Standard Instructions, the information in this request for proposal document shall supersede the information of the 2003 (2022-03-29) Standard Instructions.

## 2.2 SUBMISSION OF BIDS

- a. Bids must be submitted only to CNSC e-mail address: [solicitation-demandedesoumission@cnsccsn.gc.ca](mailto:solicitation-demandedesoumission@cnsccsn.gc.ca) , by the date and time indicated on page 1 of the bid solicitation.
- b. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- c. Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

## 2.3 FORMER PUBLIC SERVANT

See [Part 5 – Certifications](#), for certification required with the bid and section [6.6 of Part 6 – Resulting Contract Clauses](#).

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 required information before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2.4 ENQUIRIES – BID SOLICITATION

- 2.4.1 All inquiries must be submitted in writing to the contracting authority no later than **five (5) calendar days** before the bid closing date. Inquiries received after that time may not be answered.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries 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 the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.



## 2.5 APPLICABLE LAWS

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the **Province of Ontario**.
- 2.5.2 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.

## 2.6 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

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

- i. Section I: Technical Bid (1 email copy)
- ii. Section II: Financial Bid (1 email copy)
- iii. Section III: Certifications (1 email copy)
- iv. Section IV: Additional Information (1 email copy)

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

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

3.1.2 **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :

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

### 3.2 SECTION I: TECHNICAL BID

3.2.1 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 in a thorough, concise and clear manner for carrying out the work.

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

3.2.3 [Part 4, Evaluation Procedures](#), contains additional instructions that bidders should consider when preparing their technical bid.

### 3.3 SECTION II: FINANCIAL BID

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in [Attachment 1 to Part 3](#). The total amount of Applicable Taxes must be shown separately.
- B. Bidders must submit their prices/rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review Part 2, [clause 4.1.2, Financial Evaluation, of Part 4](#) of the bid solicitation; and [article 6.7, Payment, of Part 6](#) of the bid solicitation.



## D. SACC Manual Clauses

### [C3011T \(2013-11-06\) Exchange Rate Fluctuation](#)

#### 3.4 SECTION III: CERTIFICATIONS

Bidders must submit the certifications required under [Part 5](#) of this bid solicitation.

#### 3.5 SECTION IV: ADDITIONAL INFORMATION

In Section IV of their bid, bidders should provide:

1. their legal name;
2. the name of the contact person (provide also this person's mailing address, phone and facsimile 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;



### ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid the following information:

- Phase 1: Firm All-Inclusive Amount (in Canadian Dollars) for each “Deliverable” listed below.
- Phase 2 – Task 1 & 2: All-inclusive ceiling rates and per sample rates listed below.
- Phase 2 – Task 3: All-inclusive firm price.

#### 1.0 Phase 1:

For work described in section 4. Phase 1 of Annex A, the Contractor will be paid as follows:

	1	2	3
	Milestone No.	Description or "Deliverable"	Firm All-inclusive Amount (in Canadian Dollars)
A	1	Survey and Sampling Plan	\$ _____
B	2	Survey and Sampling Results	\$ _____
C	3	Characterization Plan	\$ _____
D	<b>Total All-inclusive Firm Price for Phase 1 (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included):</b>		\$ _____  <b>=(A3 + B3 + C3)</b>
	<i>Phase 1 Pricing Score</i>		Lowest evaluated price of all responsive Bidders

All Travel and Living Expenses are to be included in the firm all-inclusive amounts above. Canada will not separately reimburse any travel or living expenses associated with performing the Work

#### 2.0 Phase 2:

For Task 1 and Task 2 of Section 4.2 Phase 2 in Annex A, the Contractor will be paid all-inclusive ceiling\* rates and per sample rates as per the tables below:

\*A ceiling rate is the maximum rate that would be payable under the Contract. The rates payable under the Contract will not be increased above the ceiling rates, and therefore Bidder’s are encouraged to consider all eventualities when establishing their ceiling rates. The ceiling rates are subject to downward adjustments in the event that certain cost elements are not required. These downwards adjustments will be negotiated between the Contractor and CNSC using the information provided in section 4.0 Price Breakdown below. These rates will also be used by the Contractor to establish a detailed cost estimate. This detailed cost estimate will form part of its waste characterization plan submitted at the end of Phase 1. Should authorization to proceed to Phase 2 be provided, the cost estimate will be used as the Phase 2 Limitation of Expenditure amount in Article 7.7.2 of the resulting contract terms (Part 7 of this bid solicitation).



**Definition of a Day/Proration**

For the purpose of this Contract, a day is defined as 7.5 hours. Payment will be made for days actually used/worked. If time used/worked is more or less than a day, the all inclusive daily rate must be prorated to reflect the actual time used/worked. No overtime charges will be authorized under the Contract. All time used/worked will be compensated according to paragraph above.

	1	2	3
	Rate Category	Description	All-Inclusive Daily Ceiling Rate
E	Labour	This is a blended labour rate that will be paid for all resources required to perform the work.  Only one blended rate must be provided for the team of resources. Do not provide individual rates for each resource on the team in this section.	\$ ____/day
F	Equipment	This is a blended rate that will be paid for all equipment required to perform the work (e.g. forklifts/machinery, trailers, tents, generators, ventilation equipment, security equipment etc.).  Only one blended rate must be provided. Do not provide individual rates for each piece of equipment in this section.	\$ ____/day
G	Consumables	This is a blended rate that will be paid for all materials and supplies that will be consumed while performing the work (e.g. personnel protective equipment, cleaning supplies etc.).  Only one blended rate must be provided. Do not provide individual rates for each consumable in this section.	\$ ____/day
H	Travel and Living	This is a blended rate that will be paid for all travel and living expenses required to perform the work.  Only one blended rate must be provided. Do not provide individual rates for each travel and living expense in this section.	\$ ____/day
I	“	<b>Total All-Inclusive Daily Ceiling Rate (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included):</b>	\$ ____/day  <b>=(E3+F3+G3+H3)</b>

	1	3
	Type of Lab Sample Analysis**	All-Inclusive Per Sample Rate
J	gamma spectrometry	\$ ____/sample
K	liquid scintillation counting (beta counting)	\$ ____/sample
L	alpha counting	\$ ____/sample
M	alpha spectrometry	\$ ____/sample
N	neutron activation analysis	\$ ____/sample
O	mass spectrometry	\$ ____/sample
P	thermal-emission negative-ion mass spectrometry	\$ ____/sample
Q	accelerator mass spectrometry	\$ ____/sample



R	high-performance liquid chromatography	\$ _____ /sample
S	inductively coupled plasma mass spectrometry	\$ _____ /sample
T	neutron counting	\$ _____ /sample
U	mass spectrometer	\$ _____ /sample
V	gas chromatograph	\$ _____ /sample
W	liquid chromatograph	\$ _____ /sample
X	organic vapour analyzers with photo-ionization detector	\$ _____ /sample
Y	atomic emission spectrometer	\$ _____ /sample
Z	atomic absorption spectrometer	\$ _____ /sample
AA	electron microscope	\$ _____ /sample
AB	Fourier-transform infrared spectrometer	\$ _____ /sample
AC	UV-visible spectrometer	\$ _____ /sample
AD	X-ray fluorescence (XRF) spectrometer	\$ _____ /sample
AF	<b>Total All-Inclusive Per Sample Rate (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included):</b>	\$ _____ /sample  =(Sum of J3 to AD3)

\*\*Note: Items J to T are from CSA N292.8-21, B.5.3.3.5 for radiochemical analyses; and items U to AD are from CSA N292.8-21, B.4.3 for hazardous substance analyses.

For Task 3 of Section 4.2 Phase 2 in Annex A, the Contractor will be paid an all-inclusive firm price (in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included): \$ \_\_\_\_\_ (AG1)

### 3.0 Calculation of Pricing Score of the Bid:

	1	2
	<b>Pricing Element</b>	<b>Calculation (including weighting factor)</b>
AH	Phase 1 Firm Price (D3)	(Lowest Total All-inclusive Firm Price of all responsive bids / Bidder's Total All-inclusive Firm Price) * 0.5
AI	Phase 2 Task 1 & 2: Ceiling Rate (I3)	(Lowest Total All-Inclusive Daily Ceiling Rate of all responsive bids / Bidder's Total All-Inclusive Daily Ceiling Rate) * 0.20
AJ	Phase 2 Task 1 & 2: Per Sample Rate (AF3)	(Lowest Total All-Inclusive Per Sample Rate of all responsive bids / Bidder's Total All-Inclusive Per Sample Rate) * 0.20
AK	Phase 2 Task 3 Firm Price (AG1)	(Lowest All-Inclusive Firm Price of all responsive bids / Bidder's All-Inclusive Firm Price) * 0.10
	Pricing Score (PSi) of Bid:	=(AH2+AI2+AJ2+AK2) x 40% of the Combined Rating * To be used to determine the Pricing Score of section 4.2.1.3.

### 4.0 Price Breakdown

In their financial bid, Bidders should provide a price breakdown of the ceiling rates quoted for Phase 2 Task 1 & 2 above. If not provided in the Bid, it must be provided upon request by the Contracting Authority by the date and time identified in the request. The ceiling rates should be broken down to:

- describe the various cost elements that make of the ceiling rate (e.g. types of equipment, different resources etc.);
- describe the amount of the ceiling rate that is attributable to the cost element. When totaled, the individual amount of each cost element should total to the applicable ceiling rate.



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

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

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### a) Mandatory technical criteria

Refer to [Attachment 1 to Part 4](#) of this bid solicitation.

##### b) Point-Rated technical criteria

Refer to [Attachment 1 to Part 4](#) of this bid solicitation. Point-rated technical criteria not addressed in the bid will be given a score of zero.

#### 4.1.2 Financial Evaluation

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

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

### 4.2 BASIS OF SELECTION

#### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40 %)

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number/percent of points for the technical evaluation criteria which are subject to point rating.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The pricing score of each Bid (PSi) will be determined as per [Attachment 1 to Part 3](#).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 60$ . OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in [Attachment 1 to Part 4](#), determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in [Attachment 1 to Part 4](#) will be recommended for award of a contract.



4.2.1.7 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 the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 60)</b>	<b>Pricing Score (PSi x 40 )</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
<b>Bidder 2</b>	98/135 x 60 = 43.56	50/55 x 40 = 36.36	79.92
<b>Bidder 3</b>	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44



## ATTACHMENT 1 TO PART 4 – EVALUATION PROCEDURES

### Evaluation Disclaimer

The Technical Evaluation of the bids will be performed in two phases as follows:

#### Evaluation Phase 1: Mandatory Criteria

The mandatory criteria will be evaluated on a “Met/Not Met” (i.e. compliant/non-compliant) basis. Bids must demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Bids that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

#### Evaluation Phase 2: Point Rated Technical Criteria

The Bidder must obtain the required minimum number of points specified for the point rated technical criteria.

Overall Maximum Points Available	100
Overall Minimum Points Required	70

For each of the mandatory and point rated requirements listed below, the Bidder must provide, for each proposed resource, a copy of the resource curriculum vitae (CV) as well as summaries of projects outlining the qualifications and experience listed below, for both Corporate Criteria and Resources Criteria. It is the responsibility of the Bidder to indicate in the “Reference to Bidder’s Bid”, where in the Bid, the information can be found. The Bidder must be compliant with the mandatory criteria for the bid to be declared responsive, and to proceed to the point-rated evaluation. In its bid, the Bidder should provide one evaluation grid for each proposed resources. The submission must include the full name of the proposed resource.

Summaries of project outlining the corporate and resources experience to support compliance should include:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)
- f. Reference contact information that includes name and email. The reference must be a person who was either the Project or Technical Authority, or the supervisor or employer of the resource, if an employee.

Indicate the location in your bid where the requested information can be found for both the mandatory and point rated requirements.

***Merely stating the experience is not sufficient and the bid will be deemed non-compliant.***



Example: If the mandatory and point rated criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience must be demonstrated and a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s)\* from any of the listed projects to verify and validate the information stated in the bid. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.

### **Experience Time Frame**

All experiences time-frames provided for evaluation is experience gained by bid closing date. Any experience described after bid is closed will not count towards experience.



**1. Mandatory Technical Criteria**

- 1.1 The bid must meet the mandatory technical criteria specified below. The bidder must address each criterion separately and provide the necessary documentation to support compliance with each criterion.
- 1.2 Any bid that fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration.

No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
<b>M1</b>	Bidder:  The Bidder must have demonstrated experience (minimum 2 projects in the past 5 years as of bid closing date) in completing radiological waste characterization projects in the Canadian regulatory environment similar in complexity and scope to what is requested in the SOW.		
<b>M2</b>	Education and experience of proposed resources:  The lead project team member (project sponsor or project lead) must have at least 15 years of experience in waste characterization.		
<b>M3</b>	The Bidder must hold at minimum a Waste Nuclear Substance License under the <a href="#">Nuclear Safety and Control Act</a> and has the documented programs in place that meet CNSC and other regulatory requirements: <ul style="list-style-type: none"> <li>○ Management System</li> <li>○ Radiation Protection</li> <li>○ Environmental Protection</li> <li>○ Conventional Health and Safety</li> <li>○ Packaging and Transportation of Dangerous Goods</li> <li>○ Waste Management</li> </ul>		



**2. Point-Rated Technical Criteria**

- 2.1 Any bid that meets all the mandatory technical criteria will be evaluated and scored in accordance with the following table. The Bidder must provide the necessary documentation to demonstrate its qualifications and capabilities in relation to each criterion.
- 2.2 Any bid that fails to obtain the required minimum number of points specified will be declared non-responsive and will receive no further consideration.

No	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Maximum available points	Bidder's cross-reference to proposal
R1	<p><i>Bidder Experience</i></p> <p><i>The Bidder should have demonstrated experience in completing radiological waste characterization projects in the Canadian regulatory environment above and beyond the minimum mandatory criteria (M1).</i></p>	<p><b>0 points</b> The bidder has not been involved in any projects similar in complexity and scope to what is requested in the SOW beyond the minimum mandatory criteria (M1) over the past 5 years.</p> <p><b>5 points</b> The bidder has been involved in one project similar in complexity and scope to what is requested in the SOW beyond the minimum mandatory criteria (M1) over the past 5 years.</p> <p><b>10 points</b> The bidder has been involved in two projects similar in complexity and scope to what is requested in the SOW beyond the minimum mandatory criteria (M1) over the past 5 years.</p> <p><b>15 points</b> The bidder has been involved in more than two projects similar in complexity similar in complexity and scope to what is requested in the SOW beyond the minimum</p>	15	



		mandatory criteria (M1) over the past 5 years.		
R2	<p><i>Team Capability</i></p> <p><i>This criterion assesses the capability (education, knowledge, experience, expertise and completeness of skill-sets in science and management) of the personnel assembled to carry out the proposal.</i></p> <p>The following items should be included in the Bidder's response:</p> <p>1. CVs of individuals on the team.</p>	<p><b>0 points:</b></p> <ul style="list-style-type: none"> <li>The proposed team does not have the required expertise; OR</li> <li>The proposal does not address this criterion.</li> </ul> <p><b>5 points:</b></p> <ul style="list-style-type: none"> <li><u>The key personnel identified in the proposed team, and in their proposed role, have been involved in at least one project similar in complexity and scope to what is requested in the SOW; AND</u></li> <li>The proposed team is lacking some expertise but demonstrates that it is capable of fulfilling the statement of work (SOW); AND</li> <li>The team may have deficiencies in the completeness of the skills of its members</li> </ul> <p><b>10 points:</b></p> <ul style="list-style-type: none"> <li><u>The key personnel identified in the proposed team, and in their proposed role, have been involved in at least two projects similar in complexity and scope to what is requested in the SOW; AND</u></li> <li>The expertise of the proposed team demonstrates that it is highly capable of fulfilling the statement of work (SOW); AND</li> </ul>	15	



		<ul style="list-style-type: none"> <li>• The completeness of the team is very well demonstrated through the complementarities of skills of its members and by the roles / tasks that they are assigned during the project; AND</li> <li>• The roles and responsibilities for most of the team members are defined</li> </ul> <p><b>15 points:</b></p> <ul style="list-style-type: none"> <li>• <u>The key personnel identified in the proposed team</u>, and in their proposed role, have been involved in more than two projects similar in complexity and scope to what is requested in the SOW, and there are qualified back-up personnel identified for all of them; AND</li> <li>• The expertise of the proposed team demonstrates that it is highly capable of fulfilling the statement of work (SOW); AND</li> <li>• The completeness of the team is very well demonstrated through the complementarities of skills of its members and by the roles / tasks that they are assigned during the project</li> <li>• The roles and responsibilities of all the team members, including Highly Qualified Personnel, are defined.</li> </ul>		
R3	<p><i>Proposed Approach and Methodology</i></p> <p><i>Evaluates the effectiveness of the described methodology in successfully achieving the stated objectives of the</i></p>	<p><b>0 points</b> Poor methodology and approach. Either a methodology and approach is not submitted or the approach and methodology</p>	30	



	<p><i>work to carry out this project.</i></p> <p><i>The bidder should submit a comprehensive approach and methodology that it will use to complete all aspects of the project. Sufficient detail should be provided to allow for a complete understanding of the approach to the work. The following four elements should be demonstrated:</i></p> <ul style="list-style-type: none"> <li>• <i>Clear and concise outline of methodological approach;</i></li> <li>• <i>Use of relevant standards and guidance;</i></li> <li>• <i>Application of bidder's programs (see M3)</i></li> <li>• <i>Techniques to be used.</i></li> </ul>	<p>submitted is incomplete with insufficient detail provided on 3 or more of the elements.</p> <p><b>15 points</b> Average methodology and approach. Clear and complete with convincing details on at least 2 out of 4 elements.</p> <p><b>20 points</b> Very Good methodology and approach. Clear and complete with convincing details on at least 3 out of 4 elements.</p> <p><b>30 points</b> Excellent methodology and approach. Clear and complete with convincing details on all 4 elements.</p>		
R4	<p><i>Project Management Plan</i></p> <p><i>This criterion assesses the effectiveness of the project management plan, specifically risk, schedule, resource allocations (personnel and equipment), and quality assurance.</i></p> <p>The following items should be included in the Bidder's response:</p> <ol style="list-style-type: none"> <li>1. Project schedule, including the following elements:</li> </ol>	<p><b>0 points</b></p> <ul style="list-style-type: none"> <li>• The schedule is missing or insufficient detail exists for assessment, OR,</li> <li>• The resource allocations are missing or insufficient detail exists for assessment, OR,</li> <li>• The proposal does not address this criterion.</li> </ul> <p><b>10 points</b></p> <ul style="list-style-type: none"> <li>• The schedule is underestimated to the degree that there is uncertainty in whether the</li> </ul>	40	



	<p>a. key milestones, for each task and deliverable outlined in Annex A, Statement of Work.</p> <p>b. associated start and end dates for each task and deliverable.</p> <p>c. dependency of each tasks and deliverable where applicable;</p> <p>2. Resource allocation, including the following elements:</p> <p>a. For each task and deliverable, the name(s) of the individual and their role on the project team.</p> <p>b. An overall team structure breakdown with a reporting structure;</p> <p>c. Description of equipment to be used.</p> <p>3. Any risks that could impact the work schedule and how they would be mitigated</p> <p>4. Quality assurance practices and procedures</p>	<p>project objectives will be achieved, OR,</p> <ul style="list-style-type: none"> <li>• The resource allocations are significantly under or over-estimated, OR,</li> <li>• Risks are not identified.</li> </ul> <p><b>20 points</b></p> <ul style="list-style-type: none"> <li>• A basic schedule is provided that seems appropriate, AND,</li> <li>• A basic resource allocation is provided and seems appropriate, AND,</li> <li>• Risks are identified but mitigation strategies are insufficient.</li> </ul> <p><b>30 points</b></p> <ul style="list-style-type: none"> <li>• A detailed schedule is provided that includes key project milestones and deliverables and seems appropriate, AND,</li> <li>• A detailed resource allocation is provided, associating equipment and personnel with project elements, AND,</li> <li>• Risks are identified and mitigation strategies are discussed, AND</li> <li>• Quality assurance practices and procedures are described.</li> </ul> <p><b>40 points</b></p> <ul style="list-style-type: none"> <li>• A detailed schedule and Work Package description is provided for each project element, including key milestones, deliverables, personnel and equipment allocations, AND</li> </ul>		
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		<ul style="list-style-type: none"><li>• Comprehensive risk analysis and mitigation strategies are provided</li><li>• Sound quality assurance practices and procedures are described.</li></ul>		
		<b>TOTAL</b>	/100	Minimum pass mark: 70/100



## PART 5 – CERTIFICATIONS

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. 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 procurement 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.



## 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, 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, 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 FPS in receipt of a pension, as applicable:

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

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

## Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**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 reduction program.

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

#### 5.2.4 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.

#### 5.2.5 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.

### 5.3 CERTIFICATIONS

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
**Signature of Bidder's Authorized Representative**

\_\_\_\_\_  
**Date**



## PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 SECURITY REQUIREMENT

- 6.1.1 Before award of a contract, the following conditions must be met:
- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
  - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations – Instructions to Bidders](#)" document on the Departmental Standard Procurement Documents Website.
- 6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- 6.1.5 CNSC may, at any time; request that a Bidder provide properly completed and signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all contractors/resources within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
- 6.1.6 In addition to the verification of security clearances, the CNSC may require the contractor and/or its employees and/or subcontractor(s) performing the contract work to obtain fingerprints for criminal record checks. The contractor and/or its employees and/or subcontractor(s) hereby agrees to release any information required by the CNSC and to obtain their fingerprints by presenting themselves at any of the Commissionaires offices across Canada (<https://www.commissionaires.ca/en/national/home>). Failure to provide the above information will constitute grounds for the CNSC not to award the contract to the contractor – or, if the contract has commenced, to terminate the contract.
- 6.1.7 CNSC will not unreasonably delay the award of a contract for the security clearance process as this process can take from 1 week to several months. This decision will be at the entire discretion of the Contracting Authority in consultation with the Project Authority. Failure to provide the required security clearance(s) within the time period specified may result in the CNSC awarding the contract to the next ranked compliant bidder in accordance with the terms of the bid solicitation.
- 6.1.8 The CNSC reserves the right to reject any bid following its review of the results of the security clearance verification process.

### 6.2 CLEARANCE TO PERFORM WORK ON SITE

As per technical mandatory criteria M3, the Bidder must hold at minimum a Waste Nuclear Substance Licence under the [Nuclear Safety and Control Act](#) and have the documented programs in place that meet CNSC and other regulatory requirements:

- o Management System
- o Radiation Protection
- o Environmental Protection
- o Conventional Health and Safety
- o Packaging and Transportation of Dangerous Goods
- o Waste Management



The bidder's proposal documentation will largely form the basis of the information to be assessed for this purpose but there may be the need for additional information to be provided by the top ranked bidder. An amendment to an existing Waste Nuclear Substance Licence or the issuance of a new one by the Designated Officer will be required since the work will be undertaken at a location that is not currently under a CNSC-issued licence. The Bidder must provide this additional information upon the Contracting Authority's request within the timelines prescribed. A condition precedent to contract award is that the Bidder license be amended/issued by CNSC to perform work at the prescribed location. Failure to provide the required information within the time period specified may result in the CNSC awarding the contract to the next ranked compliant bidder in accordance with the terms of the bid solicitation.



## PART 7 – RESULTING CONTRACT CLAUSES

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.

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

### 7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work in [Annex A](#), and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 7.1.1 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work required to complete Phase 1, of the Contract. Upon completion of Phase 1, the Work will be reviewed before the Contractor is authorized to commence any Work for Phase 2. Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with Phase 2, the Contracting Authority will advise the Contractor in writing via an administrative contract amendment to commence work on Phase 2. The Contractor must immediately comply with the notice.

If Canada decides not to proceed with Phase 2, the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

### 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 \(SACC\) Manual](#) issued by Public Works and Government Services Canada.

With the exception of the Integrity Provisions of the General Conditions, all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" in the clauses and conditions included herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

#### 7.2.1 General Conditions :

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

The text under Section 34 – Conflict of Interest and Values and Ethics Codes for the Public Service, of General Conditions 2035 referenced above is replaced by:

- 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>.

## 7.2.2 Supplemental General Conditions

The Supplemental General Conditions:

[4006 \(2010-08-16\) Contractor to Own Intellectual Property Rights in Foreground Information;](#)

[4013 \(2022-06-20\) Compliance with on-site measures, standing orders, policies, and rules;](#)

apply to and form part of the Contract.

### 7.2.2.1 License to Material Subject to Copyright (K3030C – 2010-01-11)

1. In this section, "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
2. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the copyright in the Material, for any government purposes. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.
3. Copyright in any translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor's copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor's title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.
4. No restrictions other than those set out in this section must apply to Canada's use of copies of the Material or of translated versions of the Material.
5. At the request of Canada, the Contractor must provide to Canada, at the completion of the Work or at such other time as Canada may require, a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor permanently waives its moral rights in respect of the Material.

## 7.2.3 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.3 SECURITY REQUIREMENT



1. The contractor/offeror 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 Services and Procurement Canada (PSPC)
2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PSPC
3. The contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP, PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**, including an IT Link up to the level of **protected B**
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Canadian Nuclear Safety Commission.
5. The Contractor must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex C.

**7.4 TERM OF CONTRACT**

**7.4.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_to\_\_\_\_\_ inclusive.

**7.5 AUTHORITIES**

**7.5.1 Contracting Authority**

(To be identified at contract award)

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 E-mail address: \_\_\_\_\_

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

**7.5.2 Project Authority**

(To be identified at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_





Address: \_\_\_\_\_  
Telephone: \_\_\_ - \_\_\_ - \_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_  
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.

### 7.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_ - \_\_\_ - \_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_  
E-mail: \_\_\_\_\_.

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

### 7.5.4 Contractor's Representative

(To be identified at contract award)

## 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.7 PAYMENT

### 7.7.1 Phase 1 Work Basis of Payment – Firm Price

For the Work described in section 4.0 (Phase 1) of the Statement of Work in Annex A the Contractor will be paid as specified in in Annex `B. 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.

### 7.7.2 Phase 2 Work Basis of Payment – Limitation of Expenditure



For the Work described in section 4.0 (Phase 2) of the Statement of Work in Annex A, the Contractor will be paid as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at time that Phase 2 work is authorized) Customs duties are included and Applicable Taxes are extra.

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

1. when it is 75 percent committed, or
2. four (4) months before the Contract expiry date, or
3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 7.7.3 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in [Annex B](#) and the payment provisions of the Contract if:

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

### 7.7.4 T1204 – Information Reported by Contractor (A9116C – 2007-11-30 - modified)

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 1985, c.1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the contractor must provide the following information prior to signature of the contract:
  - a. the legal name of the contractor, i.e. the legal name associated with its business number or social insurance number (SIN), as well as its address and postal code;
  - b. the status of the contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
  - c. the business number of the contractor if the contractor is a corporation or a partnership and the SIN if the contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the contract must provide its SIN;
  - d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.



3. The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

#### 7.7.5 Payment by Direct Deposit

- a) Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 General Conditions – Higher Complexity, Services \(2022-05-12\)](#) forming part of this Contract.
- b) To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.
- c) It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 General Conditions – Higher Complexity, Services \(2022-05-12\)](#) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### 7.7.6 C2000C (2007-11-30) Taxes Foreign Based Contractor (If applicable)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### 7.8 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions.
- b. The original and one (1) copy must be submitted electronically at: [finance@cnsccsn.gc.ca](mailto:finance@cnsccsn.gc.ca)
- c. The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
- d. The last and final invoice under the contract shall be clearly marked "final invoice".

#### 7.9 CERTIFICATIONS

##### 7.9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.



## 7.10 APPLICABLE LAWS

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

## 7.11 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement;
- b. the supplemental general conditions [4006 \(2010-08-16\) Contractor to Own Intellectual Property Rights in Foreground Information](#);
- c. the supplemental general conditions [4013 \(2022-06-20\) Compliance with on-site measures, standing orders, policies, and rules](#);
- d. [2035 \(2022-05-12\), General Conditions – Higher Complexity – Services](#);
- e. [Annex A, Statement of Work](#);
- f. [Annex B, Basis of Payment](#);
- g. [Annex C, Security Requirements Check List](#);
- h. the Contractor's bid dated [\_\_\_\_\_] [*insert date of bid*], as amended [\_\_\_\_\_] [*insert date(s) of amendment(s) if applicable*].

## 7.12 FOREIGN NATIONALS

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

OR

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

## 7.13 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.

## 7.14 THIRD-PARTY INFORMATION

1. The contractor acknowledges that all third-party technical documents supplied for the purpose of this contract belong to the third party. The contractor shall return these technical documents to the originator upon completion of the contract.
2. The contractor acknowledges that proprietary third-party technical documents belong to the third party and shall be treated as confidential. No physical copies or digital records of technical documents shall be retained by the contractor after completion of the contract.
3. Upon completion of the contract, the contractor shall immediately return all proprietary technical documents to the originator, and shall provide the CNSC with a certificate of a senior officer of the contractor certifying such return and that no copies of proprietary technical documents, or any part thereof, in any form remain in the possession or control of the contractor.



## 7.15 DISPUTE RESOLUTION

1. The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working day period upon agreement in writing by each party.
2. All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 1 shall be resolved in an efficient and cooperative manner through mediation or any other such third-party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least 20 working days unless resolved earlier. The parties may agree to an extension of this 20 working day period upon agreement in writing by each party.
3. All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 2 shall be finally settled by binding arbitration.
4. The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 calendar day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
5. The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985, c.17 and shall take place in Ottawa, Ontario.
6. The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
7. This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.
8. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting administration of this contract if the requirements of subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## ANNEX A – STATEMENT OF WORK

### 1. Background

The CNSC is the nuclear energy and materials regulator in Canada. The mission of the CNSC is to regulate the use of nuclear energy and materials to protect health, safety, security, and the environment; and to respect Canada's international commitments on the peaceful use of nuclear energy.

Mississauga Metals & Alloys was a metal recycling facility located at 71, Middleton Street, Brantford, Ontario, and held a Waste Nuclear Substance Licence (WNSL) issued by the CNSC for the waste inventory under the *Nuclear Safety and Control Act*. MMA was declared bankrupt on August 20, 2021. An [event initial report](#) was presented by CNSC staff to the Commission on this topic in October 2021 which provides further details.

During its years of operation, MMA acquired metals contaminated with low enriched uranium (LEU) for smelting and resale. MMA decontaminated some of the metals, which resulted in the accumulation of waste that is currently stored in 18 sea containers and trailers on the MMA site. The waste is in mixed form as liquids and solids contaminated with LEU, consisting of acids, metals, crystallized solids, spent shot from sandblasting operations, and some equipment components and possibly other forms. The liquids are stored in totes and much of the solids in drums. A high-level nuclear materials inventory indicates an inventory of uranium amounting to approximately 70 kg uranium with an enrichment of up to 4% uranium-235. The inventory is therefore controlled under nuclear materials accountancy and safeguards.

The waste is considered low-level radioactive waste. Radiological conditions around the waste are generally near background level (0.12  $\mu\text{Sv/hr}$  typically, inside the trailers), with some areas reading up to 0.45  $\mu\text{Sv/hr}$ . However, there are no detailed surveys inside the containers and radiological fields could be higher.

### 2. Objectives

The objective of the work is to characterize the waste within the 18 sea containers and trailers at the former MMA site for the purpose of disposition of the waste from the site.

### 3. Scope

The scope of work consists of characterizing the waste contained in 18 sea containers and trailers located on the MMA site. The work is to be done in accordance with all applicable regulations, with a future objective of disposing the waste and releasing the site from the requirements under the NSCA and from the control of the CNSC. Disposition of the waste is not included in this project and will likely be the subject of a future contract.

Specifically, the scope of the work consists of the development of a characterization plan and the execution of that plan such that a reliable representation of the nature and quantity of the waste on site is obtained, which will be detailed in a waste characterization report. Recommendations and options shall be made as part of the characterization report for the future disposition of the waste, with a cost estimate. The work is to be conducted in accordance with accepted best practices for this type of work such as CSA standards, MARSSIM, IAEA publications and other relevant guidance.

The Contractor shall perform all activities under its own management system, licences and permits. The Contractor will liaise with CNSC staff for regular meetings, consultations and approvals. All human resources, equipment, services, transportation, etc. will be the contractor's responsibility.

### 4. Tasks



The project is broken down into two Phases. Since the information gathered in Phase 1 will determine the type of information needed to be collected in order to properly characterize the waste (Phase 2), the decision to proceed with Phase 2 will be made in accordance with Article 7.1.1 Work Authorization of the Contract.

#### 4.1 Phase 1:

- Phase 1: Characterization Plan Development. (Expected duration of Phase 1 is up to 5 months)
  - Task 1: Review of historical information (to be provided by the CNSC). Note that there is not extensive information available.
  - Task 2: Plan and conduct scoping surveys and non-destructive testing for the contents of the 18 sea containers and trailers.
  - Task 3: Develop a detailed characterization plan that is consistent with the requirements of CSA N292.8. In addition, it will contain a detailed cost estimate to execute the plan. The cost estimate should be in accordance with Annex B and the price breakdown submitted prior to Contract award.

#### 4.2 Phase 2:

- Phase 2: Safe Execution of the Characterization Plan (Expected duration of Phase 2 is up to 4 months).
  - Task 1: Field sample collection - sampling of all waste units with a sufficient resolution to allow a reliable qualitative and quantitative representation
  - Task 2: Lab analysis, including but not limited to transport of the samples to a laboratory for chemical and radionuclide analysis of the samples in accordance with the parameters and limits associated with the proposed disposition path for the waste
  - Task 3: Final characterization report - produce the characterization report, including but not limited to chemical and radionuclide (gross/principal radionuclides) analysis, with proposed path(s) for waste disposition and cost estimates. These will set the basis for a future disposition project.

## 5. Deliverables

All deliverables shall be conveyed by electronic means.

The expected deliverables are:

#### Phase 1

- Survey and Sampling Plan – for review and acceptance by CNSC staff
- Survey and Sampling Results – for review and acceptance by CNSC staff
- Characterization Plan – for review and acceptance by CNSC staff

#### Phase 2

- Characterization Report – for review and acceptance by CNSC staff

## 6. Constraints

For bidding purposes, the contractor shall assume that it is managing the security of the nuclear substances when on site and providing its own means of access to power, water, washroom facilities and other needed amenities. Specific to security, this would entail ensuring that the containers are under 24/7 surveillance. The contractor may also need to establish a sheltered and secured work area at the premises.

## 7. Project Authority Support



CNSC will facilitate access to the site and the containers. For the initial site visit, CNSC staff will accompany the Contractor to provide an overview of the trailers as well as any other details. CNSC staff may periodically visit the MMA site during the execution of the work. CNSC will provide all information that it may have concerning the site and the waste currently being stored.

## 8. Reference Documentation

[Event Initial Report – Mississauga Metals and Alloys Inc Bankruptcy](#)

Appendix A – Photographs of the site as well as the interior of all 18 sea containers and trailers

## 9. Location of Work

The location of the site is 71 Middleton Street, Brantford, Ontario.

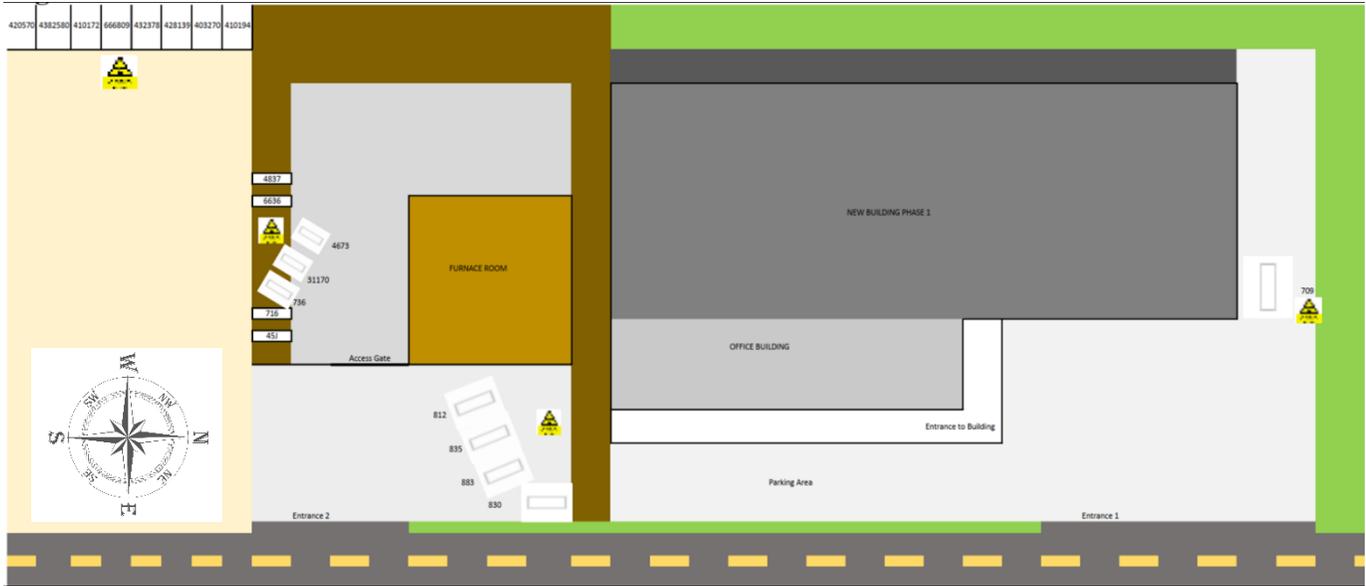
## 10. Official Languages Requirements

All communications and documents will be in English.



### Appendix A Photos of the Containers and Contents

General layout of the MMA site



Front / East side (street)  
General layout





Front / East side (street) continued  
Trailers 812, 830





Front / East side (street), continued  
Trailers 835, 883





North Side  
Trailer 709

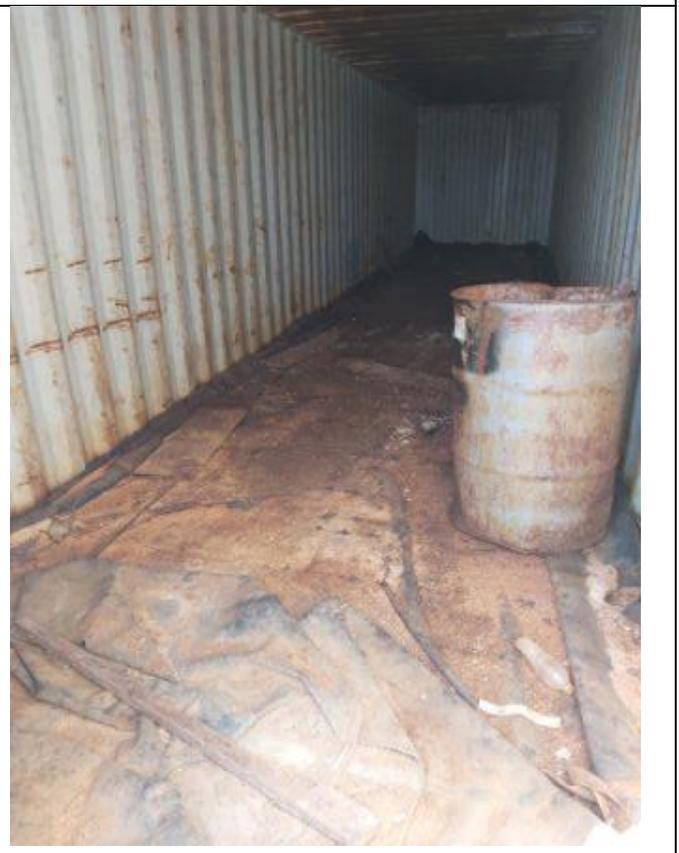


West side  
General layout



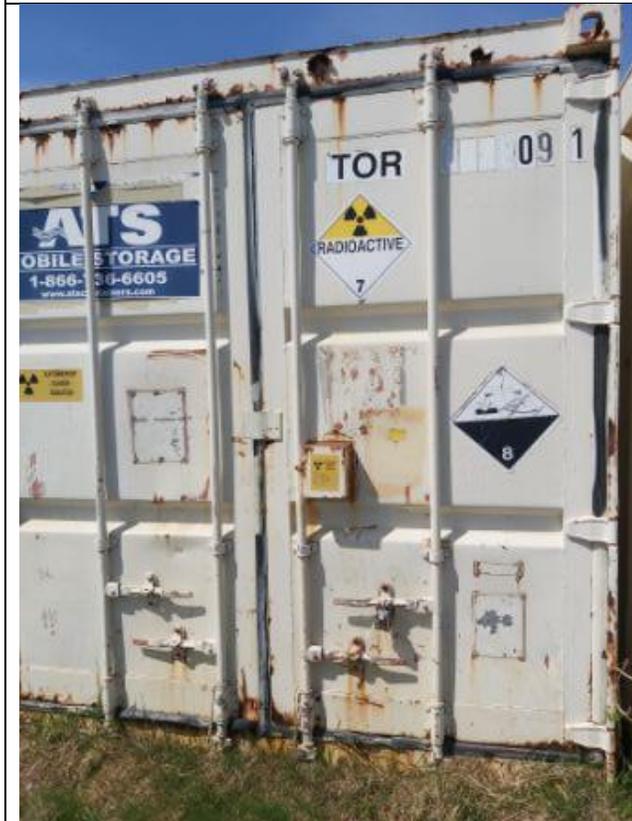


West side  
Seacans 420570, 4382580





West side (continued)  
Seacans 410172, 666809





West side (continued)  
Seacans 432378, 428139





West side (continued)  
Seacans 403270, 410194





South side  
General layout



South side (continued)  
Trailers 4837



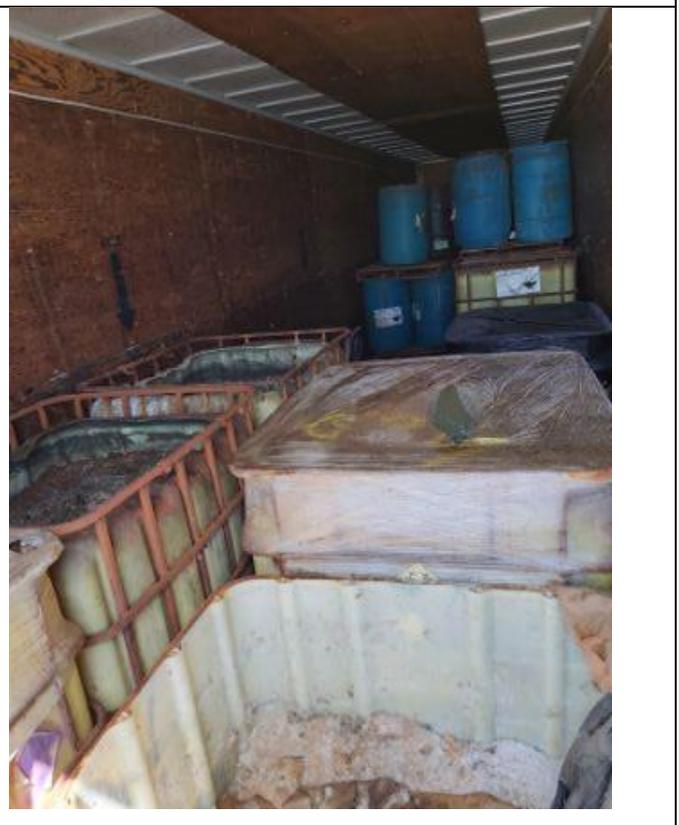


South side (continued)  
Trailers 4673, 31170





South side (continued)  
Trailers 716, 736





South side (continued)

Trailer 6636 (far left) is sealed with metal siding material. No pictures of contents.



Trailer 45J (on right) is sealed with metal siding material. No pictures of contents.





General pictures from May 12, 2022





## ANNEX B – BASIS OF PAYMENT

### 1.0 Phase 1:

#### 1.1 Schedule of Milestones

For work described in section 4.1 Phase 1 of Annex A, the Contractor will be paid in accordance with the following:

Milestone No.	Description or "Deliverable"	Deliverable Due Date	Firm All-inclusive Amount
1	Survey and Sampling Plan	_____ after contract award	\$ _____
2	Survey and Sampling Results	_____ after contract award	\$ _____
3	Characterization Plan	_____ after contract award	\$ _____
<b>Total of Firm All-Inclusive Amounts:</b> (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included)			\$ _____
<i>Total Estimated Applicable Taxes:</i>			\$ _____
<b>Total Firm All-Inclusive Amount</b> (Canadian dollars, Applicable Taxes included, FOB destination, Canadian customs duties and excise taxes included)			

All Travel and Living Expenses are included in the firm all-inclusive amounts above. Canada will not separately reimburse any travel or living expenses associated with performing the Work.

### 2.0 Phase 2:

**For Task 1 and Task 2 of** Section 4.2 Phase 2 in Annex A, the Contractor will be paid all-inclusive ceiling\* rates and per sample rates as per the tables below:

\*A ceiling rate is the maximum rate that would be payable under the Contract. The rates payable under the Contract will not be increased above the ceiling rates, and therefore the rates will include all eventualities. The ceiling rates are subject to downwards adjustment in the event that certain cost elements are not required. These downwards adjustments will be negotiated between the Contractor and CNSC using the information provided in the Price Breakdown provided prior to Contract award.

#### Definition of a Day/Proration

For the purpose of this Contract, a day is defined as 7.5 hours. Payment will be made for days actually used/worked. If time used/worked is more or less than a day, the all-inclusive daily rate must be prorated to reflect



the actual time used/worked. No overtime charges will be authorized under the Contract. All time used/worked will be compensated according to paragraph above.

Rate Category	Description	All-Inclusive Daily Ceiling Rate
Labour	This is a blended labour rate that will be paid for all resources required to perform the work.	\$ ___/day
Equipment	This is a blended rate that will be paid for all equipment required to perform the work (e.g. forklifts/machinery, trailers, tents, generators, ventilation equipment, security equipment etc.).	\$ ___/day
Consumables	This is a blended rate that will be paid for all materials and supplies that will be consumed while performing the work (e.g. personnel protective equipment, cleaning supplies etc.).	\$ ___/day
Travel and Living	This is a blended rate that will be paid for all travel and living expenses required to perform the work.	\$ ___/day

Type of Lab Sample Analysis	All-Inclusive Per Sample Rate
gamma spectrometry	\$ ___/sample
liquid scintillation counting (beta counting)	\$ ___/sample
alpha counting	\$ ___/sample
alpha spectrometry	\$ ___/sample
neutron activation analysis	\$ ___/sample
mass spectrometry	\$ ___/sample
thermal-emission negative-ion mass spectrometry	\$ ___/sample
accelerator mass spectrometry	\$ ___/sample
high-performance liquid chromatography	\$ ___/sample
inductively coupled plasma mass spectrometry	\$ ___/sample
neutron counting	\$ ___/sample
mass spectrometer	\$ ___/sample
gas chromatograph	\$ ___/sample
liquid chromatograph	\$ ___/sample
organic vapour analyzers with photo-ionization detector	\$ ___/sample
atomic emission spectrometer	\$ ___/sample
atomic absorption spectrometer	\$ ___/sample
electron microscope	\$ ___/sample
Fourier-transform infrared spectrometer	\$ ___/sample
UV-visible spectrometer	\$ ___/sample



X-ray fluorescence (XRF) spectrometer	\$ _____/sample
---------------------------------------	-----------------

Payments will be made in two milestone installments as follows:

Milestone No.	Description or "Deliverable"	Deliverables Due Date	Milestone Payment Amount
1	Completion of Task 1 Field Sample Collection & Task 2 Lab Analysis	_____	As per Phase 2 above based on actual usage.
2	Completion of Task 3: Characterization Report	_____	\$ _____ (to be inserted at contract award)

**Estimated Cost:** \$ \_\_\_\_\_  
**Applicable Taxes:** \$ \_\_\_\_\_  
**Total Estimated Costs:** \$ \_\_\_\_\_



ANNEX C – SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 5000065263
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Canadian Nuclear Safety Commission
2. Branch or Directorate / Direction générale ou Direction: Directorate of Nuclear Cycle and Facilities Regulation

3. a) Subcontract Number / Numéro du contrat de sous-traitance
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
The scope of work consists of characterizing the waste contained in 18 sea containers and trailers at Mississauga Metals & Alloys (MMA), a former metal recycling facility located at 71, Middleton Street, Brantford, Ontario.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? [X] No / Non [ ] Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? [X] No / Non [ ] Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? [ ] No / Non [X] Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? [X] No / Non [ ] Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? [X] No / Non [ ] Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès
Canada [X] NATO / OTAN [ ] Foreign / Étranger [ ]

7. b) Release restrictions / Restrictions relatives à la diffusion
No release restrictions / Aucune restriction relative à la diffusion [ ]
Not releasable / À ne pas diffuser [ ]
Restricted to: / Limité à: [X]
Specify country(ies): / Préciser le(s) pays: CNSC

7. c) Level of information / Niveau d'information
PROTECTED A / PROTÉGÉ A [X]
PROTECTED B / PROTÉGÉ B [X]
PROTECTED C / PROTÉGÉ C [ ]
CONFIDENTIAL / CONFIDENTIEL [ ]
SECRET / SECRET [ ]
TOP SECRET / TRÈS SECRET [ ]
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) [ ]



Contract Number / Numéro du contrat: 5000065263
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- RELIABILITY STATUS COTE DE FIABILITÉ
CONFIDENTIAL CONFIDENTIEL
SECRET SECRET
TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT TRÈS SECRET - SIGINT
NATO CONFIDENTIAL NATO CONFIDENTIEL
NATO SECRET NATO SECRET
COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?



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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**