



## AMENDMENT 004

Bid Solicitation # 5000065263/A, issued August 15<sup>th</sup>, 2022 is hereby amended as follows:

- 1) **At PART 7: RESULTING CONTRACT CLAUSES, delete section 7.7.1 (Phase 1 Work Basis of Payment – Firm Price) and replace with the following:**

**“ 7.7.1. Phase 1 Work Basis of Payment**

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.

- 2) **Delete ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE, and replace with the revised ATTACHMENT 1 TO PART 3 attached herein.**

- 3) **At ANNEX A- STATEMENT OF WORK, delete section 4 and 5 and replace with the following:**

**“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: Conduct the needed occupational health and safety assessments with an emphasis on the trailers ([refer to Amendment 002 of the RFP- Site Visit information](#) for additional information).
  - Task 3: Carry out work if needed to improve occupational health and safety of the site in order to facilitate safe access to the contents of the trailers/containers for the purposes of Phase 1 activities ([refer to Amendment 002 of the RFP- Site Visit information](#) for additional information). Prior to undertaking this work, the Contractor must provide a cost breakdown for this work in accordance with section 1.2 of Annex B. Task 3 will only be authorized by the Contracting Authority upon review and approval of the cost breakdown. The Contractor must not proceed with any work for this task without the written



authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

- Task 4: Plan and conduct scoping surveys and non-destructive testing for the contents of the 20 sea containers and trailers.
- Task 5: 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: Carry out work if needed to improve occupational health and safety of the site in order to facilitate safe access to the contents of the trailers/containers for the purposes of Phase 2 activities. Prior to undertaking this work, the Contractor must provide a cost breakdown for this work in accordance with section 1.2 of Annex B which will only be authorized by the Contracting Authority upon review and approval of the cost breakdown. This task will only be authorized by the Contracting Authority upon review and approval of the cost breakdown. The Contractor must not proceed with any work for this task without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.
  - Task 2: Field sample collection - sampling of all waste units with a sufficient resolution to allow a reliable qualitative and quantitative representation
  - Task 3: 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 4: 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

- Occupational Health and Safety Assessments – for review and acceptance by CNSC staff
- 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”

**4) Delete ANNEX B - BASIS OF PAYMENT and replace with the revised ANNEX B attached herein.**

**ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED**



## ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE (Revision 1)

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 (Tasks 1, 2, 4 and 5): Firm All-Inclusive Amount (in Canadian Dollars) for each "Deliverable" listed below.

Phase 2 – Task 2 & 3: All-inclusive ceiling rates and per sample rates listed below.

Phase 2 – Task 4: All-inclusive firm price.

### 1.0 Phase 1:

For work described in section 4. Phase 1 of Annex A, Tasks 1, 2, 4, 5, the Contractor will be paid as follows:

	1	2	3
	Milestone No.	Description or "Deliverable"	Firm All-inclusive Amount (in Canadian Dollars)
A	1	OH&S Assessment, Survey and Sampling Plan	\$ _____
B	3	Survey and Sampling Results	\$ _____
C	4	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>D3=(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 2 and Task 3 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	<p>This is a blended labour rate that will be paid for all resources required to perform the work.</p> <p>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.</p>	\$ _____/day
F	Equipment	<p>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.).</p> <p>Only one blended rate must be provided. Do not provide individual rates for each piece of equipment in this section.</p>	\$ _____/day
G	Consumables	<p>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.).</p> <p>Only one blended rate must be provided. Do not provide individual rates for each consumable in this section.</p>	\$ _____/day
H	Travel and Living	<p>This is a blended rate that will be paid for all travel and living expenses required to perform the work.</p> <p>Only one blended rate must be provided. Do not provide individual rates for each travel and living expense in this section.</p>	\$ _____/day
I	"	<b>Total All-Inclusive Daily Ceiling Rate (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes)</b>	



		<b>included):</b>	\$ _____/day
			<b>I3=(E3+F3+G3+H3)</b>

	<b>1</b>	<b>3</b>
	<b>Type of Lab Sample Analysis**</b>	<b>All-Inclusive Per Sample Rate</b>
<b>J</b>	gamma spectrometry	\$ _____/sample
<b>K</b>	liquid scintillation counting (beta counting)	\$ _____/sample
<b>L</b>	alpha counting	\$ _____/sample
<b>M</b>	alpha spectrometry	\$ _____/sample
<b>N</b>	neutron activation analysis	\$ _____/sample
<b>O</b>	mass spectrometry	\$ _____/sample
<b>P</b>	thermal-emission negative-ion mass spectrometry	\$ _____/sample
<b>Q</b>	accelerator mass spectrometry	\$ _____/sample
<b>R</b>	high-performance liquid chromatography	\$ _____/sample
<b>S</b>	inductively coupled plasma mass spectrometry	\$ _____/sample
<b>T</b>	neutron counting	\$ _____/sample
<b>U</b>	mass spectrometer	\$ _____/sample
<b>V</b>	gas chromatograph	\$ _____/sample



<b>W</b>	liquid chromatograph	\$ _____/sample
<b>X</b>	organic vapour analyzers with photo-ionization detector	\$ _____/sample
<b>Y</b>	atomic emission spectrometer	\$ _____/sample
<b>Z</b>	atomic absorption spectrometer	\$ _____/sample
<b>AA</b>	electron microscope	\$ _____/sample
<b>AB</b>	Fourier-transform infrared spectrometer	\$ _____/sample
<b>AC</b>	UV-visible spectrometer	\$ _____/sample
<b>AD</b>	X-ray fluorescence (XRF) spectrometer	\$ _____/sample
<b>AF</b>	<b>Total All-Inclusive Per Sample Rate (Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included):</b>	<b>\$ _____/sample</b> <b>AF3=(Sum of J3 to AD3)</b>

\*\*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 4 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 (Tasks 1, 2, 4, 5) Firm Price (D3)	AH2=(Lowest Total All-inclusive Firm Price of all responsive bids / Bidder's Total All-inclusive Firm Price) * 0.5
AI	Phase 2 Task 2 & 3: Ceiling Rate (I3)	AI2=(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 2 & 3: Per Sample Rate (AF3)	$AJ2 = (\text{Lowest Total All-Inclusive Per Sample Rate of all responsive bids} / \text{Bidder's Total All-Inclusive Per Sample Rate}) * 0.20$
AK	Phase 2 Task 4 Firm Price (AG1)	$AK2 = (\text{Lowest All-Inclusive Firm Price of all responsive bids} / \text{Bidder's All-Inclusive Firm Price}) * 0.10$
	<b>Pricing Score (PSi) of Bid:</b>	<b><math>=(AH2+AI2+AJ2+AK2) \times 40\%</math> of the Combined Rating *To be used to determine the Pricing Score of section 4.2.1.3.</b>

#### 4.0 Price Breakdown

In their financial bid, Bidders should provide a price breakdown of the ceiling rates quoted for Phase 2 Task 2 & 3 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.





**ANNEX B – BASIS OF PAYMENT**  
**(Revision 1)**

**Note: Bidders are not to provide any prices/rates in this section. Bidders are to provide their prices/rates in every blank pricing field in ATTACHMENT 1 to PART 3 (Revision 1) above and submit it in their Financial Bid.**

**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:

<b>Milestone No.</b>	<b>Description or "Deliverable"</b>	<b>Deliverable Due Date</b>	<b>Firm All-inclusive Amount</b>
1	OH&S Assessment; Survey and Sampling Plan	_____ after contract award	\$ _____
2	OH&S improvement work related to Phase 1	_____ after contract award	\$ _(Determined as per section 1.2 below)_
3	Survey and Sampling Results	_____ after contract award	\$ _____
4	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.



## **1.2 Basis of Payment for Task 3 -Procedure for establishing price of the Task and Allowable Costs**

- a. The Contractor shall submit a cost breakdown for completion of Task 3. The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
- b. It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
- c. The labour hours required shall be based on the estimated number of hours to perform the work.
- d. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada.
- e. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required and will not be paid as a separate item under hourly rates.
- f. Allowances referred to in section h) below are not to be included in the hourly labour rates.
- g. Material, Plant and Equipment Costs: The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.
- h. Allowance to the Contractor or Subcontractor: The allowances shall be considered as full compensation for:
  - i. supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
  - ii. miscellaneous additional costs related to
    1. the purchase or rental of material, plant and equipment;
    2. the purchase of small tools and supplies; and
    3. safety and protection measures.

## **2.0 Phase 2:**

**For Task 1 (Occupational Health and Safety improvement related to Phase 2), the Basis of Payment outlined in section 1.2 will also apply for this Task.**

**For Task 2 and Task 3 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: OH&S improvement work related to Phase 2	_____	Determined in accordance with section 1.2 above.
2	Completion of Task 2 Field Sample Collection & Task 3 Lab Analysis	_____	As per Phase 2 above based on actual usage.
3	Completion of Task 4: Characterization Report	_____	\$ _____ (to be inserted at contract award)

Estimated Cost: \$ \_\_\_\_\_

Applicable Taxes: \$ \_\_\_\_\_

Total Estimated Costs: \$ \_\_\_\_\_