

Solicitation : 500073097

<b>RETURN BIDS TO:</b>	Solicitation no.: 5000073097	Date: December 7, 2023
Canadian Nuclear Safety Commission (CNSC) Send by email to: <u>solicitation-</u>	<b>Title:</b> Independent Environmental Monitoring P Athabasca Basin of Northern Saskatchev	rogram (IEMP) in the
demandedesoumission@cnsc-ccsn.gc.ca Bid solicitation Proposal to: Canadian Nuclear Safety Commission (CNSC) We hereby offer to sell to Her Majesty the Queen	Solicitation closes: At 2 p.m. / 14:00 January 25, 2024	<b>Time zone:</b> Eastern Standard Time (EST)
in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or	Address inquiries to: Luc Bonhomme	
attached hereto, the goods and services listed herein and on any attached sheets at the price(s)	Telephone: 613-293-0419 Email: solicitation-demandedesoumissio	
set out thereof.	Email: <u>solicitation-demandedesoumissio</u>	n@chsc-ccsn.gc.ca
Instructions: See herein	Destination: See herein	
Supplier name and address:		
Issuing office: CNSC	Supplier name and address:	
	Telephone:	
	Fax:	
	Name and title of person authorized to sig or print):	n on behalf of supplier (type
	Signature	Date



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## **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, 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 Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form.

#### 1.2 Summary

#### 1.2.1

The Canadian Nuclear Safety Commission (CNSC) requires the services of a Contractor to collect the environmental samples, have them analyzed by the Contractor's or a third-party analytical laboratory, and draft a report on the findings in support of the IEMP. The IEMP results are independent of the licensee's Environmental Monitoring Program.

### 1.2.2

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to <u>Annex 9.4</u> of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

Please refer to Part 5 for certification.



#### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

- The 2003 (2023-06-08) Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. The following changes are made:
- a) With the exception of sections 01 and 03 of the 2003 (2018-05-22) Standard Instructions Goods or Services Competitive Requirements, all references to Public Works and Government Services PWGSC) should be deleted and replaced with the Canadian Nuclear Safety Commission (CNSC).
- b) Revise subsection 2.d. of section 05, Submission of Bids, to read: *"send its bid only to the CNSC as specified on page 1 of the bid solicitation".*
- c) Revise subsection 4 of section 5, Submission of Bids, as follows:

Delete: 60 days Insert: one hundred and eighty (180) days

- d) Delete all reference to Canada Post Corporation's epost Connect service:
  - 1. Third paragraph of section 6 Late Bids, replace with:

"For bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids submitted";

- 2. Delete Subsection 1., paragraph b. of section 07
- e) Delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
- f) Add the following paragraphs to section 18, Conflict of Interest Unfair Advantage:

Conflict of Interest – Performance of the Work

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



which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

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

#### 2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive. Refer to Part 5 for certification.

#### 2.4 Enquiries - Bid Solicitation

All inquiries must be submitted in writing to the contracting authority no later than the dates indicated in the table below. Inquiries received after the response to QP-2 may not be answered.

Question Period (QP)	Closing Date of QP	Expected Response Date
QP-1	December 15, 2023	December 22, 2023
QP-2	January 5, 2024	January 12, 2024

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically by email, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders should provide their bid in a single transmission, subject to a 15MB limitation.

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) letter format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### Section I: Technical Bid

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

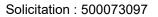
The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. To facilitate the evaluation of the bid, Canada requests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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 below.

#### Section III: Certifications

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





## Attachment 1 to Part 3 - Pricing Schedule

- 1. The bidder should complete this pricing schedule and include it in its Financial Bid.
- 2. The rates included in this pricing schedule are a firm price inclusive of all costs associated with the performance of the work described in Annex A, Statement of Work excluding the Direct costs, outlined in Annex B, Basis of Payment.

Resource Category	Firm all-inclusive per diem rate, GST/HST extra (in CDN \$)
	Α
Category A: Scientific Resources	
Aquatic Biologist	\$
Aquatic Ecologist	\$
Botanist	\$
Environmental Scientist	\$
Fisheries Botanist	\$
Monitoring Scientist	\$
Category B: Technician Resources	
Field Technician	\$
Category C: Field Support Resources	
Field Expert / Guide	\$
Category D: Administration and Project Management Resource	S
Project Manager	\$
Senior Consultant	\$
Geographic Information System (GIS) Specialist	\$
Total for resources (Total Bid Price – Column A)	\$

Note: The estimated cost per year to perform the assessments is \$143,000 inclusive of all travel, material and supplies, laboratory analysis and resource costs.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 of this bid solicitation.

#### 4.1.1.2 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

- a) Refer to Attachment 1 to Part 3 of this bid solicitation.
- b) For bid evaluation and contractor 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.

#### 4.1.2.1 Evaluation of Price

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

#### 4.2 Basis of Selection

- **4.2.1** Highest Combined Rating of Technical Merit and Price
  - 1. To be declared responsive, a bid must:
    - a. comply with all the requirements of the bid solicitation; and
    - b. meet all mandatory criteria; and
    - c. obtain the required minimum of **39** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **55** points.
  - 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.



- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70** % for the technical merit and **30** % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30** %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

		Bidder 1	Bidder 2	Bidder 3
Overall technical score		115/135	89/135	92/135
Bid evaluated	price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical merit score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined rating		84.17	73.15	77.70
overall rating		1st	3rd	2nd



## Attachment 1 to Part 4 - Evaluation Criteria

#### **Evaluation Disclaimer**

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

#### **Evaluation Phase 1: Mandatory Technical 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. Proposals 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	39
Overall Minimum Points Required	55

In their curriculum vitae, each resource should indicate:

a. A list of current and past employers, indicating the supervisor's name and contact information as applicable

For each of the mandatory and point rated requirements listed below, the Bidder **must demonstrate** experience by using project descriptions as executed by the proposed resources, where applicable. The project description should include the following:

- 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. The Bidder must provide concrete and detailed examples to clearly demonstrate how the experience requirements were met, merely stating you have the experience will not qualify;
- g. Reference contact information that includes name <u>and email</u>. 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 proposal where the requested information can be found for both the mandatory and point rated requirements.

#### Merely stating the experience is not sufficient and the proposal 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.



### Definitions

#### A. 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.



#### 1.0 Mandatory Technical Criteria

1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

1.2 Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

1.3 The following definitions apply:

- a) A Senior resource is defined as having more than 10 years of experience in their field of expertise
- b) An Intermediate resource is defined as having between 5 and 10 years of experience in their field of expertise

c) A Junior resource is defined as having less than 5 years of experience in their field of expertise.

No.	Mandatory technical criteria	Met/Not Met	Bidder's cross-reference to proposal
M1	The Bidder must submit a CV for each of the resources identified in Appendix 1 to Annex A, Minimum Qualifications for Resources, Categories A to D.		
	<ul> <li>The Bidder must also identify: <ul> <li>i. the senior resources</li> <li>ii. intermediate resources, if applicable</li> <li>iii. the junior resources, if applicable</li> </ul> </li> <li>*See definition for Senior, Intermediate and Junior above in section 1.1.3.</li> </ul>		
	The Bidder may propose the same resource for more than one category of resource provided that the resource meets the Minimum Qualifications for each of the identified resource categories.		
M2	The Bidder must demonstrate at least one of the following: i. The Bidder has a minimum of 15 years' experience working in the field of Environmental Sampling and Assessment		

	OR ii. One of the proposed senior resources has a minimum of 15 years' experience working in the field of Environmental Sampling and Assessment.	
M3	The Bidder must demonstrate that the proposed resources (proposed in response to M1) meet the education and experience minimum requirements as specified in Appendix 1 to Annex A, Minimum Qualifications for Resources, Categories A to D.	
M4	<ul> <li>The Bidder must identify the Analytical Laboratory(ies) that will be used to analyse environmental samples and demonstrate that the Analytical Laboratory(ies):</li> <li>Has performed sample analysis similar to that specified in Annex A, Statement of Work</li> <li>Is accredited by the Canadian Association for Laboratory Accreditation (CALA)</li> </ul>	



#### 2.0 Point Rated Technical Criteria

2.1 Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

2.2 Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max points	Bidder's Score	Bidder's cross-reference to proposal
of the c request	criteria from R1 to R3 a) to d) t. For this evaluation, the Bid	using the resources proposed in M	/11 as the t nancial bio	basis for the I. However, v	1 to Part 4 below. The Bidder should respond to each field crew, as if responding to a Task Authorization when responding to the point rated criteria, the Bidder
R1	The Bidder should demonstrate the background and experience of the proposed Project Manager for this case scenario, as identified in M1.	<ul> <li>0 Points – not addressed in proposal</li> <li>2 Point – Resources have combined experience with 1 to 5 successful prior relevant projects</li> <li>6 Points – Resources have combined experience with 6 to 10 successful prior relevant projects</li> <li>10 Points – Resources have experience with 11 or more successful* prior relevant projects</li> </ul>	10		

		*Successful projects are defined as those where the field campaign aligned, or had minor explainable deviations, with the Statement of Work of the RFP.			
R2	The Bidder should demonstrate that the proposed Project Manager and Aquatic Biologist <u>or</u> Aquatic Ecologist propose for this case scenario and as identified in M1, have a combined experience collecting environmental samples and/or conducting environmental monitoring in the Athabasca Basin in Northern Saskatchewan. To demonstrate this experience the Bidder must provide a description of the project which also includes an outline of what was planned and the outcome of each environmental assessment project.	<ul> <li>0 Points – not addressed in proposal</li> <li>2 Point –the resources have experience with 1 to 5 successful *prior relevant projects</li> <li>6 Points – the resources have experience with 6 to 10 successful* prior relevant projects</li> <li>10 Points – the resources have 11 or more successful* prior relevant projects</li> <li>*Successful projects are defined as those where the field campaign aligned, or had minor explainable deviations, with the scope of the project.</li> </ul>	10		
R3	The Bidder should submit a	a work plan based on the Case Sce	enario usin	g the resour	rces proposed in M1 as the basis for the field crew.

R3a)	The Bidder should demonstrate an understanding of the outcomes and objectives of conducting Environmental Services as it relates to Appendix	<ul> <li>0 Points – incorrect understanding of scope and objective</li> <li>1 Point – given verbatim from Appendix A to Attachment 1 to Part 4 and understanding is not</li> </ul>	5	
	A to Attachment 1 to Part 4	fully demonstrated <b>3 Points</b> – good understanding of scope and objectives		
		<b>5 Points</b> – in-depth understanding of scope and objective fully demonstrated, by illustrating with supporting references and/or evidence from his past experience that he/she/it has dealt with projects with similar scope and objective.		
R3b)	The Bidder should demonstrate their understanding of issues, risks, and challenges to Environmental Services as it relates to Appendix A to Attachment 1 to Part 4,by outlining the issues, risks and challenges that can arise when conducting the specified work. The response should also include potential solutions based on the Bidder's previous experience in applying	<ul> <li>0 Points – fails to identify any potential issues.</li> <li>1 Points – 1 potential major issue identified.</li> <li>2 Points –2 potential major issues identified.</li> <li>3 Points – 3 potential major issues identified.</li> <li>4 Points –4 potential major issues identified.</li> <li>5 Points – 5 or more potential major issues identified.</li> <li>Proposed Solutions to Mitigate Above Identified Issues:</li> </ul>	10	



	these solutions in past	1 point to propose a solution to		
	projects.	mitigate the issues for each of		
		the above identified major		
		issues. Maximum of 5 points.		
		Score If less than 5 major		
		issues can be identified:		
		If the Bidder can fully		
		demonstrate no other major		
		issues beyond those identified		
		above is possible:		
		X point(s) = 5-(# points for		
		identified major problems)x2		
	The Distance is and			
R3c)	The Bidder should	<b>0 Points</b> – not addressed in		
	demonstrate their	proposal		
	approach and proposed			
	methodology to conduct	1 Point – approach and		
	sampling campaigns similar to those outlined	methodology does not expand	5	
		from Appendix A to Attachment		
	in Appendix A to Attachment 1 to Part 4, in	1 to Part 4.		
	Northern Saskatchewan.			
	Northern Saskatchewan.	3 Points – approach and		
		methodology address the		
		Appendix A to Attachment 1 to		
		Part 4. requirements with		
		adequate possibility of success		
		5 Points – approach and		
		methodology address the		
		Appendix A to Attachment 1 to		

		Part 4. requirements with high				]
		possibility of success				
R3d)	The Bidder should detail	<u>Work Plan</u>				
	the plan to support the proposed approach and	(note for the work plan only: the				
	methodology in R2c) and	scores below are cumulative to				
	which includes a list of	a maximum of 15 points)	15			
	tasks and deliverables.		15			
	The plan should identify the: 1) assigned resource	<b>0 Points</b> – not addressed in proposal				
	for each task, 2) level of	proposal				
	effort in hours per task, 3)	1 Point – list of tasks and				
	level of effort in hours of	deliverables beyond details				
	each resource per task and 4) proposed	stated in Appendix A to Attachment 1 to Part 4				
	schedule.	Addemient i to i art 4				
		1 Point – one or more				
		resources are proposed for				
		each task				
		2 Points – level of effort for				
		each resource is proposed				
		2 Points – level of effort for				
		each task is proposed				
		1 Point – proposed schedule				
		conforms with Appendix A to				
		Attachment 1 to Part 4 or field				
		work conforms with Appendix A				
		to Attachment 1 to Part 4 but an alternate schedule for the				
		reports is proposed with				
		rationale				
		Level of Effort				
		0 Points – not addressed in				
		proposal or less than 50% of				

	<ul> <li>work is performed by Senior level resources</li> <li>4 points - 50 to 69% of the level of effort is performed by Senior resources and the remainder of the work is performed by Junior and/or Intermediate resources.</li> <li>6 points - 70 to 89% of the level of effort is performed by Senior resources and the remainder of the work is performed by Junior and/or Intermediate resources.</li> <li>8 points – 90 to 100% of the level of effort is performed by Senior resources and the remainder of the work is performed by Junior and/or Intermediate resources.</li> <li>* See definition for Senior, Intermediate and Junior above in section 1.1.3</li> </ul>	
Maximum Points Available		55
Minimum Pass Mark		39/55
Score		/55

## APPENDIX A to ATTACHMENT 1 to PART 4

# (for evaluation purpose only)

#### 1.0 **Objectives**

The CNSC launched its Independent Environmental Monitoring Program (IEMP) to independently verify that public health and the environment around licensed nuclear facilities are safe. The objective is to build Indigenous and public trust in the CNSC's regulation of the nuclear industry, via an independent, technical and accessible environmental sampling program around nuclear facilities. The IEMP complements the CNSC's existing compliance verification program. It helps to confirm the CNSC's regulatory position and decision-making.

The IEMP process consists of developing site-specific sampling plans for each nuclear facility, and then processing and analyzing the samples collected. The sampling plans focus on measuring concentrations of contaminants in the environment at publicly accessible locations and in areas of interest identified in Environmental Risk Assessments (ERAs). Samples of air, water, soil, sediment, vegetation, and food, such as fish, medicinal and/or edible plants, and berries may be taken.

Samples are measured for both radiological and non-radiological contaminants related to the activities of the nuclear facility and as identified in the site-specific ERA. Contaminant levels are compared to those in applicable guidelines, reference levels, and/or natural background levels to confirm that there is no impact on human health or the environment. Conclusions and data are then published on the CNSC website, illustrated in a user-friendly dashboard.

#### 2.0 Scope of Work

The Contractor's will collect environmental samples from one or more exposure locations downstream of ABC (fictive name) Uranium Mine and Mill in the Athabasca basin of northern Saskatchewan and from one or more reference locations. The sample locations will be selected in consideration of potential and reasonable access by a member of the public for the purpose of collecting country foods, such as fish, medicinal and/or edible plants, and berries. The sample locations will also be selected based on feedback from local Indigenous groups.

The activity or concentration of radiological (nuclear) and non-radiological (hazardous) substances will be analyzed in, but not limited to, water, fish, berries, and medicinal and/or edible plant samples. For this sampling campaign conducted, a site-specific sampling plan will be developed based on licensees' approved environmental monitoring program and the CNSC's regulatory experience with the site.

The Contractor will include one qualified CNSC staff as a member of their field crew. The CNSC staff member has the following list of qualifications:

- experience in collecting environmental samples •
- field experience in remote areas •

The Contractor will also include a member of the local Indigenous community in their field crew as a field assistant.

The CNSC staff member will join the field crew as a participant to ensure that the sampling is conducted independently from the licensee, adequate sampling protocols are followed, and that chain-of-custody of the samples is maintained. They will also be available to assist in transporting the equipment, conducting sampling according to the Contractor's sampling procedures, and preparing the samples for laboratory



analysis. Both the CNSC staff member and the field crew will follow the Contractor's health and safety requirements during travel and during the entire field sampling campaign.

#### 3.0 Tasks to be Performed

The Contractor must:

- 3.1 Determine the specific regional coordinates for locating fish, medicinal and/or edible plants, surface water, and berry sample sites in close proximity to the desired exposure and reference locations. The exposure and reference locations with the approximate coordinates are within five (5) kilometres west of ABC Uranium Mine and Mill. (Clear Lake (fictive name) 59.497, -108.770) and (field/wooded area near 59.442, -108.767).
- 3.2 Provide and complete the following to ensure that work is done safely:
  - Provide applicable employee training certificates (such as wilderness first aid, ATV training, boat, environment and wildlife safety, etc.)
  - Participate in the licensee's safety and familiarity orientation, if applicable
  - Complete the following prior to initiating work for CNSC staff to review: Health and Safety Plan, Emergency Response Plan, Safe Work Plan, Job Hazard Assessment, Incident Reporting Plans and Procedures
  - Provide satellite phones and/or SPOT satellite system
  - Provide personal protective equipment for the field crew and the CNSC staff member (such as but not limited to safety glasses, gloves, helmets for ATVs, personal flotation device.)
  - Lead daily toolbox/tailgate meetings
- 3.3 Provide personnel, equipment and logistical requirements for a field sample collection program including:
  - Transportation for the field crew, including the CNSC staff member and the Indigenous field assistant to and from Saskatoon (or some other location in northern Saskatchewan) to the specific uranium mine or mill facility or arrange a meeting point
  - Accommodations during the entire sampling campaign
  - Fish collection permits and any other required permits and approvals
  - Rentals of truck(s), boat(s) and motor(s), trailer(s), ATV(s) as required
  - Yellow Springs Instrument (YSI) or equivalent probe, scissors, gill nets, dissecting tools
  - Chain of custody forms, sample bottles, jars, bags as required by the Contractor's analytical laboratory or third-party analytical laboratory (herein after the Contractor laboratory)
  - Coolers, freezer packs, cold packs for transporting samples from field site to Contractor's office
  - Refrigerator/freezer space at Contractor's office for temporary sample storage
  - Preparation of samples, transportation, and submission to the third-party Contractor analytical laboratory
- 3.4 Implement field sampling program and sample preparation. Consult with the CNSC staff member if changes to the field sampling program are required.
  - Select exposure sample locations for surface water, fish, medicinal/edible plant species, and edible berry species in the vicinity of the specified exposure and reference locations. The environmental samples that will be collected during the sampling campaign in the vicinity of ABC Mine and Mill (fictive name)
  - Record in writing and in photographs details on field data collection: date, time, weather, wind direction, field procedures, etc.
  - Collect and record GPS coordinates of each sample location
  - Collect field surface water parameters (temperature, dissolved oxygen, conductivity, and pH) at each of the two (2) water sample locations



- Collect one (1) surface water grab sample from the sample locations. A surface water grab sample will be taken at each of the two (2) sample locations. A trip blank and a field blank will also be collected (2 samples)
- Collect three (3) fish samples at the two (2) sample locations. Species to sample may include northern pike, lake whitefish, and lake trout
- Collect and freeze fish flesh samples labelled by fish number, location and species
- Collect one (1) sample of berries in the same general vicinity at each of the two (2) sample locations. Berry species dependent on availability; however, blueberry is the preference. Samples must have a minimum of 500 g wet weight, bagged, labelled and frozen.
- Collect one (1) sample of edible portion from different medicinal/edible plants of the same species in the same general vicinity at each of the two (2) sample locations. Species dependent on availability; however, Labrador tea is the preference. Samples must have a minimum of 500 g and must be bagged, labelled and frozen.
- Record any field observations made during the sampling
- 3.5 Prepare samples for analysis, ship to third-party contractor's analytical laboratories and pay thirdparty contractor invoice(s) for laboratory services.
  - The laboratory must be accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for the required analysis
  - Ensure correct labelling of all samples, pack in shipping containers, coolers as required
  - Ship water samples (including one duplicate per sample, one trip blank, and one field blank) to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, TSS, pH, As, Se, Mo, Ni, Zn, Ammonia, Mg2+, Ca2+, total hardness, alkalinity, and dissolved organic carbon
  - Ship fish flesh, medicinal or edible plant, and berry samples to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, As, Cu, Mo, Ni, Pb, Se, Zn, percent moisture, and ash. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analyzed to support the collection of baseline information
  - Detection Limits for metals in all sample media should be less than or equal to whichever is the lower of:
    - Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines
    - Saskatchewan Environmental Quality Guidelines
    - Saskatchewan's Drinking Water Quality Standards and Objectives
    - Health Canada Guidelines for Canadian Drinking Water Quality
    - Detection Limits used in licensee's environmental monitoring program
  - The analytical costs are to be included in the maximum budget allotment
  - Chain of custody to the Contractor laboratory must specify that results are to be sent to the Contractor and copied to the Project Authority at the CNSC

Note: The specific metals that are identified for analysis for baseline information may vary depending on the specific site location and depth of analysis required.

- 3.6 Prepare draft report containing methods, field notes, field recorded parameters, map of sample locations with GPS coordinates and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) for review by the Project Authority. Revise the report where clarification is requested by the CNSC.
- 3.7 Prepare final report containing methods, field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority. The



laboratory analysis and Quality Assurance/Quality Control (QA/QC) reports must be included as an Appendix to the report.

#### 4.0 Deliverables

4.1 Start-up Meeting

Date: One week after TA issuance

Location(s): Conference call

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

#### 4.2 Progress Meeting #1

Date: One week prior to the initiation of field work to ensure arrangements of field logistics and coordination with CNSC staff member participating in field sample collection.

Location(s): Conference call

Purpose: To provide final confirmation of arrangement of field logistics and timing of field work

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

#### 4.3 Progress Meeting #2

Date: Within one week of completion of transport and preparation of field samples and shipment to the Contractor laboratory

Location(s): Conference call

Purpose: To provide confirmation of successful processing of samples and communication of time of shipment to third-party Contractor's laboratory

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

4.4 Draft Final Report

Draft report containing field notes, field recorded parameters, map of sample locations with GPS coordinates and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples for review and approval by the Project Authority.

Due Date: Two months after Progress meeting #2

Copies: One electronic copy in English via email to the Project Authority (to be inserted at contract award)



Format and style requirements: Field notes, field recorded parameters, map of sample locations with GPS coordinates in Microsoft Word format, third-party Contractor's laboratory results in Microsoft Word or Adobe Acrobat (editable) format.

4.5 Final Field Sampling Report

Final report containing field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority. The Contractor laboratory's analysis and QA/QC reports included as an Appendix to the report.

Due Date: Within three (3) weeks from date of the approval of Draft Final Report by Project Authority

Copies:	One electronic of	copy via email	to the Pro	ject Authority

Format & style requirements: Field notes and field recorded parameters (in Microsoft Word format), GIS basemap with GIS coordinates of sample locations (.shp file and .jpg file) and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format), the Contractor laboratory's reports (including QA/QC reports) in Microsoft Word or Adobe Acrobat (editable) format.

Electronic copies must be provided in a format readable by Word 2019 with minor formatting changes, and as detailed in the Deliverables section. Any electronic files that cannot be read or require major formatting changes when opened will not be accepted and will be returned to the Contractor for correction.

#### 5.0 Travel Requirements

The CNSC will be responsible for getting their staff member from CNSC site to Saskatoon and back and for their accommodations and meals while in Saskatoon. Given the remote geographic area in which the work will be performed, the Contractor will be responsible for including the CNSC staff member in all other travel arrangements, meals and accommodations.



## **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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

#### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Set-aside for Indigenous Business

- 1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see <u>Annex 9.4</u>, Supply Manual.
- 2. The Bidder:
  - certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the abovementioned annex;
  - agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.



3. The Bidder must check the applicable box below:

□ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

### OR

 The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

- 4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

If requested by the Contracting Authority, the Bidder <u>must provide the following certification for each</u> <u>owner who is Indigenous</u>:

- 1. I am an owner of <u>(insert name of business</u>), and an Indigenous person, as defined in <u>Annex 9.4</u> of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date



#### 5.2 Certifications Precedent to Contract Award

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Education and Experience

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

#### 5.2.3 Former Public Servant

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

#### **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



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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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 🗆

<u>If so</u>, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

## Yes 🗆 No 🗆

**If so**, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



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## **PART 6 - SECURITY REQUIREMENT**

#### 6.1 Security Requirements

There is no security requirement applicable with this Request for Proposal.



## PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.2.1 Task Authorization Process

- 1. The Contracting Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex C.
- The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Contracting Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 7.2.2 Refusal of Task Authorizations

The Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.

#### 7.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.



- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

#### 7.3.1 General Conditions

<u>2035 (</u>2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.3.2 Amendment to the General Conditions 2035 (Effective November 28, 2023)

Subsection 5 of the General Conditions are amended as follows:

#### Delete:

5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

#### Insert:

5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

#### 7.4 Security Requirements

- **7.4.1** There is no security requirement applicable to the Contract. However, the Contractor must ensure that:
  - 1. The Contractor and/or its personnel MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets.



2. The Contractor and/or its personnel MUST NOT have unescorted access to Canadian Nuclear Safety Commission facilities and/or restricted access areas.

#### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2029, inclusive.

#### 7.6 Authorities

#### 7.6.1 Contracting Authority (to be completed at contract award)

The Contracting Authority for the Contract is:

Name:	
Title:	
Telephone:	
E-mail:	

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.

#### 7.6.2 **Project Authority** (to be completed at contract award)

The Project Authority for the Contract is:

Name:	
Title:	
Telephone:	
E-mail:	

In its absence, the Project Authority is: (as applicable)

Name:	
Title:	
Telephone: E-mail:	

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.

#### 7.6.3 Contractor's Representative (to be completed at contract award)

Name: \_\_\_\_\_\_



# 7.7 **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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7.8 Payment

#### 7.8.1 Basis of Payment

#### One or more of the basis of payment options below will be specified in each TA:

#### a) Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

# b) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 TA Approval 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 TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the approved TA, or
- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.



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

# c) TA subject to a ceiling price

For the Work described in the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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.

# 7.8.1.1 Pre-Authorized Travel and Living Expenses

Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the Work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the <u>National Joint Council Travel Directive</u>. All payments are subject to audit by Canada. All travel must be pre-approved by the Technical Authority.

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

Hours of travel X 50% of firm all-inclusive per diem rate

7.5 hours

# 7.8.1.2 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

# 7.8.1.3 Professional Services Rates

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an



alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

# 7.8.1.4 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

# 7.8.2 Canada's Total Responsibility

# 7.8.2.1 Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations, inclusive of any amendments, must not exceed \$\_\_\_\_\_\_ (to be inserted at contract award). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- ii. 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:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

iii. 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.

# 7.8.3 Price Breakdown

When requested by Canada, the Contractor must provide a breakdown of the proposed price for each Task Authorization. Some of the details that may be requested by Canada include but are not limited to:

- i. Estimated Cost of Professional Fees
  - a) For each individual the Contractor must provide: a) the estimated cost of professional fees; and b) the cost basis (comprised of the quoted all inclusive fixed daily rate; and the estimated



corresponding number of working days. Bidders must specify the number of hours included in a working day exclusive of meal breaks.

- ii. Estimated Cost of Travel
  - a) For each trip: 1) the travel plan; and 2) the estimated cost of travel and living expenses established in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
  - b) For each trip: 1) identify each incidental good to be purchased; and 2) provide the estimated cost and the basis for each one.
- iii. Estimated Cost of Materials and Supplies
  - a) For each trip: 1) identify each category of materials and supplies to be purchased; and 2) provide for each one, the estimated cost and the cost basis. Materials and supplies are items which will be consumed during the performance of any resulting contract.
- iv. Estimated Cost of Subcontracts
  - a) For each trip: 1) identify any proposed subcontractors; and 2) provide a price breakdown for each one.
- v. Estimated Cost of Other Direct Charges
  - a) For each trip: 1) identify the categories of other direct charges anticipated (such as laboratory services, Subject Matter Expert services); and 2) provide the estimated cost and the cost basis for each one.

# 7.8.4 Method of Payment – Approved TA

One or more of the following methods of payment will form part of the approved TA:

# 7.8.4.1 For a Firm Price TA:

# A <u>Single Payment</u>

For the Work specified in an approved firm price TA:

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

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



- a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the TA and the payment provisions of the Contract if:
- b) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c) all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

# 7.8.4.2 Limitation of Expenditure and Ceiling Price TAs:

For the Work specified in an approved TA subject to a limitation of expenditure or ceiling price:

# A <u>Single Payment</u>

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

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

# B <u>Monthly Payments</u>

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

# 7.8.5 T1204 - Direct Request by Customer Department

- Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 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.
- To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).



# 7.9 Invoicing Instructions

7.9.1 Invoices can be emailed to <u>finance@cnsc-ccsn.gc.ca</u>

**7.9.2** Original receipts are required for reimbursable travel expenses if these expenses are included in the basis of payment found in Annex B attached to this contract. The Contractor must identify the actual travel costs separately on any invoice issued pursuant to the Contract. Travel costs must be itemized by: airfare, train, car rental, personal vehicle, other transportation, accommodation, meals and other. Incidentals are not reimbursable.

**7.9.3** The Contractor must clearly indicate the contract number (3000xxxxx) and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

7.9.4 The last and final invoice under the contract shall be clearly marked "final invoice".

# 7.10 Certifications

# 7.10.1 Compliance

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

#### 7.10.2 Indigenous Business Certification

- The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

# 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).



#### 7.12 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*", as clarified on \_\_\_\_\_" **or** ",as amended on \_\_\_\_\_" (*if applicable*).

# 7.13 Foreign Nationals

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 7.14 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.

# 7.15 Dispute Resolution

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



# ANNEX "A" - STATEMENT OF WORK

# 1.0 TITLE

Independent Environmental Monitoring Program (IEMP) in the Athabasca Basin of Northern Saskatchewan.

# 2.0 OBJECTIVE OF THE CONTRACT

The Canadian Nuclear Safety Commission (CNSC) requires the services of a Contractor to collect the environmental samples, have them analyzed by the Contractor's or a third-party analytical laboratory, and draft a report on the findings in support of the IEMP. The IEMP results are independent of the licensee's Environmental Monitoring Program.

# 3.0 BACKGROUND

The Canadian Nuclear Safety Commission (CNSC) conducts its IEMP with the objective to build Indigenous and public trust in the CNSC's regulation of the nuclear industry, via an independent, technical and accessible environmental sampling program around nuclear facilities. It is separate from, but complementary to, the CNSC's ongoing compliance verification program and helps to confirm the CNSC's regulatory position and decision making.

The IEMP process consists of developing site-specific sampling plans for the nuclear facility, and then processing and analyzing the samples collected. The sampling plans focus on measuring concentrations of contaminants in the environment at publicly accessible locations and in areas of interest identified in Environmental Risk Assessments (ERAs) or by local Indigenous groups. Samples may be taken for air, water, soil, sediment, vegetation, and food, such as fish, wild game, medicinal and/or edible plants, and berries.

Samples are measured for both radiological and non-radiological contaminants related to the activities of the nuclear facility and as identified in the site-specific ERA. The results are compared to those in applicable guidelines, CNSC screening levels, and/or natural background levels. Conclusions and data are then published on the CNSC website, illustrated in a user-friendly dashboard

# 4.0 SCOPE OF WORK

On an as and requested basis, through the issuance of Task Authorizations (TA), the Contractor's field crew will collect environmental samples from one or more exposure locations downstream of a uranium mine or mill in the Athabasca basin of northern Saskatchewan and from one or more reference locations. The sample locations will be selected in consideration of potential and reasonable access by a member of the public for the purpose of collecting country foods, such as fish, medicinal and/or edible plants, and berries. The sample locations will also be selected based on feedback from local Indigenous groups.

The activity or concentration of radiological (nuclear) and non-radiological (hazardous) substances will be analyzed in, but not limited to, water, fish, berries, and medicinal and/or edible plant samples. For each sampling campaign conducted, a site-specific sampling plan will be developed based on licensees' approved environmental monitoring program and the CNSC's regulatory experience with the site.



When requested by the CNSC, the Contractor will include one qualified CNSC staff and/or an Indigenous field assistant as a member of their field crew. The CNSC staff member and/or an Indigenous field assistant has the following list of qualifications:

- experience in collecting environmental samples
- field experience in remote areas

When requested by the CNSC, the CNSC staff member will join the field crew as a participant to ensure that the sampling is conducted independently from the licensee, adequate sampling protocols are followed, and that chain-of-custody of the samples is maintained. They will also be available to assist in transporting the equipment, conducting sampling according to the Contractor's sampling procedures, and preparing the samples for laboratory analysis. Both the CNSC staff member and the field crew will follow the Contractor's health and safety requirements during travel and during the entire field sampling campaign.

# 5.0 RESOURCE REQUIREMENT

It is anticipated that for each sampling campaign conducted, a team comprised of the categories identified in Appendix 1 to Annex A. will be required.

# 6.0 TASKS

Each Task Authorization will specify the tasks to be completed.

The Contractor may be required to perform, but not limited to, the following:

- 6.1 Determine the specific regional coordinates for locating samples, such as fish, medicinal and/or edible plants, surface water, and berries, in close proximity to the desired exposure and reference locations. The exposure and reference locations with the approximate coordinates will be determined at TA issuance.
- 6.2 Provide and complete the following to ensure that work is done safely:
  - Provide applicable employee training certificates (such as wilderness first aid, ATV training, boat, environment and wildlife safety, etc.)
  - Participate in the licensee's safety and familiarity orientation, if applicable
  - Complete the following prior to initiating work for CNSC staff to review: Health and Safety Plan, Emergency Response Plan, Safe Work Plan, Job Hazard Assessment, Incident Reporting Plans and Procedures
  - Provide satellite phones and/or SPOT satellite system
  - Provide personal protective equipment for the field crew and the CNSC staff member (such as but not limited to safety glasses, gloves, helmets for ATVs, personal flotation device.)
  - Lead daily toolbox/tailgate meetings
- 6.3 Provide personnel, equipment and logistical requirements for a field sample collection program including:
  - Transportation for the field crew, including the CNSC staff member and the Indigenous field assistant (if applicable), to and from Saskatoon (or some other location in northern Saskatchewan) to the specific uranium mine or mill facility or arrange a meeting point
  - Accommodations during the entire sampling campaign
  - Fish collection permits and any other required permits and approvals
  - Rentals of truck(s), boat(s) and motor(s), trailer(s), ATV(s) as required



- Yellow Springs Instrument (YSI) or equivalent probe, scissors, gill nets, dissecting tools
- Chain of custody forms, sample bottles, jars, bags as required by the Contractor's analytical laboratory or third-party analytical laboratory (herein after the Contractor laboratory)
- Coolers, freezer packs, cold packs for transporting samples from field site to Contractor's office
- Refrigerator/freezer space at Contractor's office for temporary sample storage
- Preparation of samples, transportation, and submission to the third-party Contractor analytical laboratory, if applicable.
- 6.4 Implement field sampling program and sample preparation. The field sampling program may change from year to year. Consult with the CNSC staff member if changes to the field sampling program are required.
  - Select exposure sample locations for the requested samples (generally surface water, fish, medicinal/edible plant species, and edible berry species) in the vicinity of the specified exposure and reference locations. The environmental samples that will be collected during the sampling campaign will be determined at TA issuance
  - Record in writing and in photographs details on field data collection: date, time, weather, wind direction, field procedures, etc.
  - Collect and record GPS coordinates of each sample location
  - Collect field surface water parameters (temperature, dissolved oxygen, conductivity, and pH) at each of the water sample locations
  - Collect surface water grab samples from the sample locations. A surface water grab sample will be taken at each sample locations. A trip blank and a field blank will also be collected (2 samples)
  - Collect fish samples at each of the sample locations. The total number of samples and the number of species will be determined at TA issuance. Species to sample may include northern pike, lake whitefish, and lake trout
  - Collect and freeze fish flesh samples labelled by fish number, location and species
  - Collect samples of berries in the same general vicinity at each of the sample locations. Berry
    species dependent on availability; however, blueberry is the preference. Samples must have a
    minimum of 500 g wet weight, bagged, labelled and frozen. The total number of berry samples
    will be determined at TA issuance
  - Collect samples of edible portion from different medicinal/edible plants of the same species in the same general vicinity at each of the sample locations. Species dependent on availability; however, Labrador tea is the preference. Samples must have a minimum of 500 g and must be bagged, labelled and frozen. The total number of medicinal/edible plant samples will be determined at TA issuance
  - Record any field observations made during the sampling
- 6.5 Prepare samples for analysis, ship to third-party contractor's analytical laboratories and pay thirdparty contractor invoice(s) for laboratory services.
  - The laboratory must be accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for the required analysis
  - Ensure correct labelling of all samples, pack in shipping containers, coolers as required
  - Ship water samples (including one duplicate per sample, one trip blank, and one field blank) to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, TSS, pH, As, Se, Mo, Ni, Zn, Ammonia, Mg2+, Ca2+, total hardness, alkalinity, and dissolved organic carbon
  - Ship fish flesh, medicinal or edible plant, and berry samples to third-party contractor's laboratory to be analysed for: U, Th-230, Ra-226, Po-210, Pb-210, As, Cu, Mo, Ni, Pb, Se, Zn, percent moisture, and ash. All other metals (Ag, Al, Ba, Be, B, Cd, Cr, Co, Fe, Mn, Hg, Sb, Sn, Sr, Tl, Ti, V) should also be analyzed to support the collection of baseline information
  - Detection Limits for metals in all sample media should be less than or equal to whichever is the lower of:



- a. Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines
- b. Saskatchewan Environmental Quality Guidelines
- c. Saskatchewan's Drinking Water Quality Standards and Objectives
- d. Health Canada Guidelines for Canadian Drinking Water Quality
- e. Detection Limits used in licensee's environmental monitoring program
- The analytical costs are to be included in the maximum budget allotment
- Chain of custody to the Contractor laboratory must specify that results are to be sent to the Contractor and copied to the Project Authority at the CNSC

Note: The specific metals that are identified for analysis for baseline information may vary depending on the specific site location and depth of analysis required.

- 6.6 Prepare draft report containing methods, field notes, field recorded parameters, map of sample locations with GPS coordinates and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) for review by the Project Authority. Revise the report where clarification is requested by the CNSC.
- 6.7 Prepare final report containing methods, field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and third-party contractor's laboratory results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority. The laboratory analysis and Quality Assurance/Quality Control (QA/QC) reports must be included as an Appendix to the report.

# 7.0 DELIVERABLES and ASSOCIATED SCHEDULE

# 7.1 FORMAT OF DELIVERABLES

Each Task Authorization will specify the deliverables to be produced as well as the associated schedule.

The Contractor may be required to deliver, but not limited to, the following.

7.1 Start-up Meeting

Date: To be determined at TA issuance

Location(s): Conference call

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

7.2 Progress Meeting #1

Date: One week prior to the initiation of field work to ensure arrangements of field logistics and coordination with CNSC staff member and the Indigenous field assistant (if applicable) participating in field sample collection.



Location(s): Conference call

Purpose: To provide final confirmation of arrangement of field logistics and timing of field work

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

# 7.3 Progress Meeting #2

Date: Within one week of completion of transport and preparation of field samples and shipment to the Contractor laboratory

Location(s): Conference call

Purpose: To provide confirmation of successful processing of samples and communication of time of shipment to third-party Contractor's laboratory

Attendees: At a minimum, the Project Authority and the Contractor's Field Technician and Project Lead

7.4 Draft Final Report

Draft report containing field notes, field recorded parameters, map of sample locations with GPS coordinates and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples for review by the Project Authority.

Due Date: To be determined at TA issuance

Copies: One electronic copy in English via email to the Project Authority (to be inserted at contract award)

Format and style requirements: Field notes, field recorded parameters, map of sample locations with GPS coordinates in Microsoft Word format, third-party Contractor's laboratory results in Microsoft Word or Adobe Acrobat (editable) format.

7.5 Final Field Sampling Report

Final report containing field notes and field recorded parameters (in Microsoft Word format), GIS basemap with sample locations (GIS coordinates (.shp file and .jpg file)) and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format) and submit to the Project Authority. The Contractor laboratory's analysis and QA/QC reports included as an Appendix to the report.

Due Date: To be determined at TA issuance

Copies: One electronic copy via email to the Project Authority (to be inserted at contract award)

Format & style requirements: Field notes and field recorded parameters (in Microsoft Word format), GIS basemap with GIS coordinates of sample locations (.shp file and .jpg file) and the Contractor laboratory's results for water, fish flesh, medicinal and/or edible plant samples, and berry samples (in Microsoft Excel format), the Contractor laboratory's reports (including QA/QC reports) in Microsoft Word or Adobe Acrobat (editable) format.



Electronic copies must be provided in a format readable by Word 2019 with minor formatting changes, and as detailed in the Deliverables section. Any electronic files that cannot be read or require major formatting changes when opened will not be accepted and will be returned to the Contractor for correction.

The CNSC reserves the right, at its own discretion, to have the final report printed under CNSC cover, and to distribute it publicly.

# 9.0 LANGUAGE OF WORK

With different stakeholders involved in the sampling, the Contractor must have the capacity to work in English. All deliverables must be submitted in English.

# 10.0 TRAVEL REQUIREMENTS

Each Task Authorization will identify the specific travel requirements but it is expected that the Contractor may perform work in, but not limited to the following locations:

• Athabasca basin of Northern Saskatchewan

If a CNSC staff member is joining the sampling team, the CNSC will be responsible for getting their staff member from CNSC site to Saskatoon and back and for their accommodations and meals while in Saskatoon. If an Indigenous field assistant is joining the sampling team, the Contractor will be responsible for organizing a meetup point.

Given the possible remote geographic area in which the work will be performed, the Contractor will be responsible for including the CNSC staff member and/or Indigenous field assistant in all other travel arrangements, meals and accommodation.

# 11.0 LOCATION OF WORK

The work will be completed at the Contractor's offices or off site out in the Athabasca basin of Northern Saskatchewan.

# APPENDIX 1 TO ANNEX A - MINIMUM QUALIFICATION FOR RESOURCES

# CATEGORY A. SCIENTIFIC RESOURCES

Resources in this group develop reports, provide expert advice, and conduct and/or lead field work and/or scientific studies in topics related to the identified specialty.,

Resources may work independently, as part of a Government, supplier, or mixed team, or as a team lead. Work may be done in the field, in a Government or the Supplier's lab, or an office.

# 1. Aquatic Biologist must have:

• A Bachelors degree or college diploma in biology, zoology, or related field and at least three (3) years of experience as an aquatic biologist;

OR

• A Masters degree or higher in aquatic biology, oceanography, fisheries sciences, or related field and

at least one (1) year of experience as an aquatic biologist.

# 2. Aquatic Ecologist must have:

• A Bachelors degree in ecology, biology, zoology, or related field and at least three (3) years of experience as an aquatic ecologist.

OR

• A Masters degree or higher in aquatic ecology or related field and at least one (1) year of experience as an aquatic ecologist

# 3. Botanist must have:

• A Bachelors degree in ecology, (plant) biology, botany, or related field, and at least three (3) years of experience working as a botanist;

OR

• A Masters degree or higher in plant biology or botany or related field, and at least one (1) year of experience working as a botanist.

# 4. Environmental Scientist must have:

• A University degree in ecology, environmental science, biology, chemistry, atmospheric sciences, geology, physics, geography, or other related degree, and at least three (3) years' experience working as an Environmental Scientist.

OR

• A college diploma in a related field and at least five (5) years' experience working as an Environmental Scientist.

# 5. Fisheries Biologist must have:

• A Bachelors degree or higher in fisheries sciences, (fish) biology, zoology, ecology, or other related degree field, and at least three (3) years' experience working as a Fisheries Biologist.

OR

• A Masters degree in wildlife and fisheries, fish biology, or related field and one (1) year experience working as a Fisheries Biologist.



# 6. Monitoring Scientist must have:

• A Masters degree in environmental science, environmental engineering, biology, chemistry, ecology, or other related field and at least one (1) year experience working as a monitoring scientist for environment related projects

# Anticipated Role

- Lead or assist in the design of monitoring programs in preparation and/or support of environmental impact assessment(s) and environmental risk assessment(s).
- Work with other related experts and support personnel to ensure scientific validity and reliability of the program results, as well as to develop the end application of program results.

# CATEGORY B. TECHNICIAN RESOURCES

Resources in this group typically work with a Senior resource, either from the Government, as part of the Supplier's team, or as part of a team of other contractors, conducting related technician services. These services may include, but are not necessarily limited to:

- Compiling and analyzing data, and assisting in habitat planning and project design;
- Providing support for field sampling, collecting data, and equipment maintenance and repair.

# 1. Field Technician must have:

- A College diploma or University degree in Fisheries and Wildlife Management or Technician, Biology, or related field. AND
- At least one (1) year of experience as a field technician for environmental projects

OR

- A high school diploma
- At least two (2) years' experience as a field technician for environmental projects

# CATEGORY C. FIELD SUPPORT RESOURCES

Resources in this group will work with the field teams, which may include Government scientists, project managers, or other Supplier resources.

General anticipated roles for each resource are included below.

# 1. Field Expert/Guide must have:

- Be a local Indigenous individual
- Demonstrated knowledge of a specific geographic area or areas of the Athabasca Basin of Northern Saskatchewan, including but not necessarily limited to landscape, wildlife, and climate; and
- At least two (2) years of experience working as a guide or subject matter expert in the Athabasca Basin of the Northern Saskatchewan.

#### Anticipated Role

- Provide expertise and advice with regard to wildlife, geography, local safety measures, and other related topics to teams working in the field;
- Act as field guide to research teams, for example but not limited to, taking teams by the most appropriate method to field work locations.
- Provides Traditional Knowledge in relation to specific sites, for example in flora and fauna, or local geography.
- Other related Field Expertise and guide work



# **CATEGORY D. ADMINISTRATION AND PROJECT MANAGEMENT RESOURCES**

Resources in this group provide various levels of project management, administration, and related support services for the conduct of environment-related projects.,

Resources may work independently, as part of a Government, Supplier, or mixed team, or as a team lead.

Work may be done in an office environment, in the field, at the Supplier's or Government premises.

General anticipated roles for each resource are included below.

# 1. Project Manager must have:

- At least eight (8) years as a project manager in the field of environmental analysis; and
- Completion of a University degree in an environmental or business related field, such as, but not limited to, environmental science, business management, or accounting and financial management; and
- Experience as a Project Manager with Canadian Federal, Provincial or Territorial Government(s).

# Anticipated Role

- Responsible for the overall management of individual projects;
- Ensures that the project is developed and is fully implemented within agreed time, cost and performance parameters;
- Determines project schedules, budgetary requirements, the composition, roles and responsibilities and deadlines for the project team;
- Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle.
- Gives presentations to management.
- Other related Project Management work

# 2. Senior Consultant must have:

- At least eight (8) years as a Consultant in the field of environmental analysis.
- Completion of a university degree in an environmental related field, such as, but not limited to, environmental science, geology, geography, or biology.

# Anticipated Role

- Conduct analytical data studies and research; prepare analytical and research papers and presentations.
- Prepare or direct the preparation of analytical and research papers and forecasting strategies, methods and techniques;
- Establish the nature, scope, analytical methods, objectives, and resource requirements for projects.
- Other related consultancy work.

# 3. Geographic Information Systems (GIS) Specialist must have:

• A college diploma in Geographic Information Systems and at least five (5) years' experience working as a GIS Specialist.

OR

- A Bachelors Degree in geography with a specialization in GIS and at least three (3) years' experience working as a GIS Specialist;
- OR
  - Masters Degree or higher in GIS and at least one (1) year experience working as a GIS Specialist.

# Anticipated Role

• Work with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data.



- Relate different types of data such as socioeconomic, demographic, administrative or political boundaries, land use, land cover, environmental, infrastructure, and transportation networks.
- Develop reports, provide expert advice, and conduct and/or lead any required field work in related topics related to the above.

# CATEGORY E. Other

# Any resource that is proposed outside of the above must meet the following requirements:

- A Bachelors degree or college diploma in their field of expertise, or related field, and at least three (3) years of experience in their field of expertise;
- OR
  - A Masters degree or higher in their field of expertise, or related field, and at least one (1) year of experience their field of expertise.



# ANNEX "B" - BASIS OF PAYMENT

# A- Contract Period (From Date of Contract Award to April 1, 2029)

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

# 1.0 Labour

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource Category	Firm all-inclusive per diem rate, GST/HST extra (in Cdn \$)
	А
Category A: Scientific Resources	
Aquatic Biologist	\$
Aquatic Ecologist	\$
Botanist	\$
Environmental Scientist	\$
Fisheries Botanist	\$
Monitoring Scientist	\$
Category B: Technician Resources	
Field Technician	\$
Category C: Field Support Resources	
Field Expert / Guide	\$
Category D: Administration and Project Management R	esources
Project Manager	\$
Senior Consultant	\$
Geographic Information System (GIS) Specialist	\$

# 1.1 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

#### Hours worked X applicable firm per diem rate 7.5 hours

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



# 2.0 Cost Reimbursable Expenses

#### 2.1 Travel and Living Expenses

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

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit. All travel must have the prior authorization of the Project Authority.

Travel Costs are estimated at: \$120,000.00 (amount may be revised at contract award)

# 2.2 Other Direct Costs

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission, when requested, of an itemized statement supported by receipt vouchers.

Allowable Categories:

Estimated Cost of Materials and Supplies Estimated Cost of Subcontracts Estimated Cost of Other Direct Charges (such as laboratory services, Subject Matter Expert services)

Total Estimated Cost of Other Direct Expenses: \$ 100,000.00 (amount may be revised at contract award)

# 3.0 Total Estimated Cost of Professional Services, Travel and Living Expenses and Other Direct Costs to a Limitation of Expenditure not to exceed:

Sub-total: \$ (to be inserted at contract award)

Estimated Taxes: \$ (to be inserted at contract award)

Total amount: \$ (to be inserted at contract award)



# ANNEX "C" - TASK AUTHORIZATION FORM

TASK AUTHORIZATION						
Contractor: Contract Number:		ct Number:				
Task Number: Date:						
Amendment Number:		Date:				
1. TA Request						
(For completion by Technical Authority)						
Background/Objective:						
Tasks:						
Deliverables and Associated Schedule:						
Format of Deliverables:						
2. PERIOD OF SERVICES	From:	Т	o:	_		
3. Work Location						
4. Other Conditions [] Yes [] No Specify: /Restraints						
5. Travel	[]Yes []No	Specify:				
6. Basis of Payment	Limitation of Expend	liture [ ]	Ceiling Price	[]		
7. METHOD OF PAYMEN	Firm Price [ ]					
			_			
8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL						
[] Reliability Status [] Confidential [] Secret [x] Not Applicable						
9. BILINGUALISM (if applicable)						
[] English [] French						
TA Proposal [For completion by Contractor]						
10. Estimated Cost Contract						
Category and Name of	PWGSC Security	Firm Per	Estimated # of	Total cost		
Proposed Resource	File Number	Diem Rate	Days			
	N/A					
	N/A					
	N/A	Sub-total P	ofessional Fees:	\$		
			HST:	\$		



Solicitation : 500073097

	Total:	\$			
TA Approval					
11. Signing Authorities					
	Signatures of Authorized Representatives	Date			
Name & Title of Individual Authorized to Sign on Behalf of Contractor:					
Name & Title of Contracting Authority:					
12. Invoicing					
Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.					
Financial Coding:					