



RETURN BIDS TO:
Canadian Nuclear Safety Commission (CNSC)

Ground Floor Reception/Security

Attention:
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BID SOLICITATION

Proposal To: Canadian Nuclear Safety Commission

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

Instructions : See Herein

Supplier Name and address

Issuing Office:
Canadian Nuclear Safety Commission (CNSC)

Title: R550.1 Survey of Design and Regulatory Requirements for New Small Reactors	
Solicitation No. 87055-13-0160	Date August 16, 2013
File No. – N° de dossier	
Solicitation Closes At 02 :00 PM / 14 h September 27, 2013	Time Zone Eastern Standard Time (EST)
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Delivery required	Delivered Offered
Supplier Name and address :	
Facsimile No.	
Telephone No.	
Name and title of person authorized to sign on behalf of Supplier (type or print)	
Signature	Date



BID SOLICITATION

FOR THE PROVISION OF

**R550.1 Survey of Design and Regulatory
Requirements for New Small Reactors**



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PART 1 - GENERAL INFORMATION

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

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed in Annex "A" attached to this Contract.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions (A0000T – 2012-07-12 - modified)

- 1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties.
- 1.2 The Annexes "A" and "B" form part of the legally binding agreement between the parties.
- 1.3 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.
- 1.4 Standard Instructions - Goods or Services - Competitive Requirements (2003) dated 2013-06-01 are incorporated by reference into and form part of the bid solicitation. The following changes are made:
 - a) Replace references to 'Canada' and 'Public Works and Government Services Canada' with 'Canadian Nuclear Safety Commission' (CNSC);
 - b) Delete subsections 4 and 5 of Section 01: Code of Conduct and Certifications - Bid;
 - c) Delete section 02 in its entirety;
 - d) Revise subsection 2d of section 05 submission of Bids, to read:

"send its bid only to the Canadian Nuclear Safety Commission as specified on page 1 of the bid solicitation".
 - e) Revise subsection 4 of section 05: Submission of Bids as follows:

Delete: sixty (60) days
Insert: ninety (90) days



- f) Delete subsection 1. of section 08: Transmission by Facsimile, in its entirety;
- g) Delete subsections 1a and 1b of Section 12: Rejection of Bid, and replace with:

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

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

- h) Add the following paragraphs to Section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work

- i. 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.
 - ii. 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.
- i) Delete Subsection 2. of Section 20, Further Information, in its entirety.

2. Submission of Bids

Bids must be submitted only to the Canadian Nuclear Safety Commission (CNSC) by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

- 3.1 All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10) calendar days** before the bid closing date. Enquiries received after that time may not be answered.
- 3.2 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 the CNSC 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 the CNSC determines that the enquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

4. Applicable Laws



- 4.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 4.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.
- 1.2 The CNSC requests that bidders provide copies of their bid in separately bound envelopes, as follows:
Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (1 hard copies) (certifications should accompany the Financial Bid)
- 1.3 **Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.
- 1.4 The CNSC requests that bidders follow the format instructions described below in the preparation of their bid:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - b) use a numbering system that corresponds to the bid solicitation.
- 1.5 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 1.6 **Section I: Technical Bid**
 - a) The Technical Bid should address clearly and in sufficient depth the elements that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the CNSC requests that bidders address and present topics in the order of the evaluation criteria and 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.
 - b) The Technical Bid must demonstrate compliance with all mandatory evaluation criteria and must specifically respond to each of the point-rated technical evaluation criteria.



1.7 Section II: Financial Bid

- a) Bidders must submit their Financial Bid in Canadian dollars, in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 of this Bid Solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference Annex "B": Basis of Payment of this Bid Solicitation when preparing their Financial Bid.

1.8 Desirables

The Technical and Management Proposal should include:

- a) a title
- b) a table of contents.
- c) a short introduction with a brief evaluation of the need for the project, the objectives of the proposed work, the reasons for carrying it out as proposed and the benefits to be derived.
- d) a description of the proposed methodology to meet the requirement, the degree of success expected and any anticipated difficulties.
- e) notice of any subcontracts, describing the work to be performed and method of selection of the subcontractor(s).
- f) a description of the tasks and deliverables including the anticipated schedule for completion of the work.
- g) the Project Manager and personnel who are proposed for the assignment as well as additional backup personnel, including résumés.
- h) a description of the interaction of the members of the work team including how the management of the project will be controlled and the level of effort by task for individual personnel.
- i) a description of the background and experience of your organisation, with emphasis on directly-related experience, and any proprietary information which may be used during the course of the work.

1.9 Estimated Funding by Fiscal Year

- a) The estimated funding breakdown per government fiscal year (April 1 - March 31) is as follows.

Fiscal Year 13/14: **\$40,000.00**
- b) Amounts expressed above are only an approximation of the requirement and are not to be considered as a contract guarantee.

1.10 Section III: Certifications

Bidders must submit the certifications required under Part 5 of this Bid Solicitation.



ATTACHMENT 1 TO PART 3 Pricing Schedule

1. The Bidder must complete this pricing schedule and include it in its Financial Bid.

Firm All Inclusive Price for each milestone:

Milestone	Delivery Date	Firm Price
1- Initial Findings Report (Deliverable 5.3)	2.5 months after contract award	\$ (40%)
2- Upon CNSC Acceptance of Final Report (Deliverable 5.5)	6 months after contract award	\$ (60%)
	Total Bid Evaluation Price (Applicable Taxes are extra).	\$



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 the CNSC will evaluate the bids.

1.1 Technical Evaluation

a) 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.

1.2 Financial Evaluation

- a) Refer to Attachment 1 to Part 3 of this Bid Solicitation.
- b) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 of this Bid Solicitation.

1.3 Evaluation of Price (A0220T – 2013-04-25)

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

1.4 Maximum Funding (A0210T – 2013-04-25 modified)

The maximum funding available for the Contract resulting from the bid solicitation is **\$40,000.00**. Applicable Taxes are extra, as appropriate. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit the CNSC to pay the maximum funding available.

2. Basis of Selection

Basis of Selection – Highest Rated within Budget (A0036T – 2007-05-25)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. obtain the required minimum of 75 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non responsive.
- 3. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

3. Security Requirement

There is no security requirement associated with the requirement.



ATTACHMENT 1 TO PART 4 Evaluation Procedures

1. Point-Rated Technical Criteria

- 1.1 Any bid which meets all the requirements of the bid solicitation will be evaluated and scored in accordance with the table below. The Bidder must provide the necessary documentation to demonstrate its qualifications and capabilities in relation to each criterion.
- 1.2 Any bid which fails to obtain the required minimum number of points specified will be declared non-responsive and will receive no further consideration.

2. Technical Evaluation Criteria

Points

Technical: 45 points

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| R1 | understanding of scope and objectives
The Bidder should include a short introduction with a brief evaluation of the need for the project, the objectives of the proposed Work, the reasons for carrying it out as proposed and the benefits to be derived. | 10 |
| R2 | recognition of problems and solutions proposed
The Bidder should state any major difficulties that are anticipated and explain how it would address these difficulties. | 10 |
| R3 | proposed work feasibility, approach and methodology
The Bidder should clearly outline its approach and proposed methodology to meet the requirement as well as the degree of success expected. The proposed approach is to be compliant with the requirements of the Statement of Work provided as part of the RFP. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it. | 10 |
| R4 | adequacy of work plan, level of effort (per person/task) and schedule
The bidder must include a description of specific tasks and deliverables, the level of effort (per person, per task) in days or hours, and the proposed schedule for completion or delivery. This information is to be included in the Management/Technical Proposal and not the Cost Proposal. | 15 |

Management: 55 points

- | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| R5 | proposed management of the project and the qualifications and relevant experience of the Project Manager, including position within the organization
The Bidder should identify the Project Manager who will be assigned to this requirement, demonstrating position within organization, experience, education, and qualifications. His/her curriculum vitae must also be included. | 10 |
| R6 | key personnel capability - relevant experience, qualifications and competence proven by similar and/or related work
The Bidder should identify the proposed resources (included subcontractors) and demonstrate their experience, education, and qualifications. Their curriculum vitae must also be included. | 40 |



R7 **proposed team organization, including availability of team members, reporting structure, and capability to carry out the project** 5

The Bidder should include a description of the team, the reporting structure, major subcontractors as applicable, as well as the competence, previous experience and ability of the proposed team to complete the Work.

TOTAL POINTS: 100

3. Detailed Scoring Grid

#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R1	The bidder should demonstrate that they understand the objectives and scope	10	<p>0 Points - incorrect understanding of scope and objective</p> <p>1 Point - incorrect understanding of scope or objective or given verbatim with from RFP and understanding is not fully demonstrated</p> <p>3 Points - good general understanding of scope and objectives</p> <p>5 Points – in-depth understanding of scope & objective fully demonstrated</p>	x2	
R2	The bidder should identify potential major problems and/or difficulties that could affect the outcome of the work and address how these will be resolved	10	<p>0 Points - fails to identify any potential problems</p> <p>1 Point - 1 to 2 major difficulties identified; proposed solutions will not adequately resolve all potential problems</p> <p>2 Points - 1 to 2 major difficulties identified; proposed solutions adequately resolve all potential problems</p> <p>3 Points - 3 to 4 major difficulties identified; proposed solutions will not adequately resolve all potential problems</p> <p>4 Points - 3 to 4 major difficulties identified; proposed solutions adequately resolve all potential problems</p> <p>5 Points - 5 or more difficulties identified, proposed solutions are innovative</p>	x2	



#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R3	The Bidder should clearly outline its approach and proposed methodology to meet the requirement as well as the degree of success expected.	10	<p>0 Points - not addressed in proposal</p> <p>1 Point - approach and methodology does not expand from RFP</p> <p>3 Points - approach and methodology address the RFP requirements with adequate level of success</p> <p>5 Point - approach and methodology address the RFP requirements with high level of level of success</p> <p>7 Points - novel benchmarking approach /methodology with a adequate level of level of success</p> <p>10 Points - novel benchmarking approach/methodology with a high level of level of success</p>	x1	
R4	The bidder should provide a work plan include a list of specific tasks and deliverables, the level of effort (per person, per task) in hours or days, and the proposed schedule for completion or delivery	15	<p><u>Work Plan/ Tasks to be Performed</u></p> <p>0 Points - not addressed in proposal</p> <p>1 Point - work plan does not expand from RFP</p> <p>2 Points - work plan is well explained and meets the requirements of the RFP</p> <p><u>Schedule</u></p> <p>0 Points - not addressed in proposal</p> <p>1 Point - schedule is as per RFP with no indication that bidder feels it is realistic</p> <p>2 Points - adequate schedule</p> <p><u>Level of Effort</u></p> <p>0 Points - not addressed in technical proposal</p> <p>2 Points - adequate total level of effort; critical work performed by junior personnel</p> <p>4 Points - adequate total level effort, critical work performed by appropriate mix of junior/senior personnel</p> <p>6 Points - adequate total level of effort; critical work performed by recognized subject matter experts.</p> <p>(Subject Matter Expert relates to the requirement for R6.2)</p>	x1.5	



#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R5	The Bidder should identify the Project Manager who will be assigned to this requirement, demonstrating position with organization, experience, education, and qualifications. His/her curriculum vitae should also be included.	10	<p><u>Experience</u> 0 Points - no project mgmt experience; experience not demonstrated in proposal 1 Point - 2 to 4 years project management experience 3 Points - 5+ years project management experience</p> <p><u>Education</u> 0 Points - no formal project management training 1/2 Point - formal Project Mgmt training 1 Point - PMP Certified</p> <p><u>Qualifications</u> 0 Points - not addressed 1 Point - 2 to 4 successful projects as project manager 2 Points - 5+ successful projects as project manager</p> <p><u>Position</u> 0 Points - not addressed 1 Point - no authority to (re)direct resources 3 Points - authority to (re)direct resources</p> <p><u>Other</u> 0 Points - no project management experience in relevant nuclear area 1 Point - project management experience in relevant nuclear area</p>	x1	



#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R6.1	<p>The bidder has demonstrated access to current and reliable information sources that would support the ability to support Tasks 4.1 and 4.2</p> <p>Access to current and reliable information is defined as information that comes from the vendor, regulator, conference proceedings and papers that refer to official sources.</p>	15	<p>Based on the following small reactor designs as identified in Task 4.1, the bidder demonstrated:</p> <p>0 Points - current and reliable information is not available for more than two of the seven reactor designs.</p> <p>1 Point - current and reliable information is available is abundant for three of the seven reactor designs.</p> <p>3 Points - current and reliable information is available is abundant for five of the seven reactor designs.</p> <p>4 Points - current and reliable information is available is abundant for six of the seven reactor designs.</p> <p>5 Points - current and reliable information is available is abundant for all seven reactor designs.</p>	x3	
R6.2	<p>The bidder has demonstrated experience in applying and/or evaluating regulatory design requirements for reactor safety.</p>	15	<p>0 Points – less than 4 years experience</p> <p>2 Points – greater than or equal to 4 and less than 7 years experience</p> <p>3 Points – greater than or equal to 7 and less than 10 years experience</p> <p>4 Points – greater than or equal to 10 and less than 15 years experience</p> <p>5 Points – 15 or more years experience</p>	x3	
R6.3	<p>The bidder has authored or co-authored journal publications or publicly available reports on the topic of applying and/or evaluating regulatory design requirements for reactor safety.</p>	10	<p>0 Points – no publications relevant to the requirement</p> <p>1 Point – 1 or 2 publications relevant to the requirement</p> <p>2 Points – more than 2 and less than or equal to 5 publications relevant to the requirement</p> <p>3 Points – more than 5 and less than or equal to 10 publications relevant to the requirement</p> <p>5 Points – more than 10 publications relevant to the requirement</p>	x2	



#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R7	The Bidder should include a description of the team, the reporting structure, major subcontractors as applicable, as well as the competence, previous experience and ability of the proposed team to complete the Work.	5	0 Points - not addressed in proposal 1 Point - reporting structure not defined 3 Points – well defined reporting structure; proposed team have prior experience working together (1 project) 5 Points - well defined reporting structure; proposed team have prior experience working together (2 or more projects)	x1	
	TOTAL	100			



PART 5 – CERTIFICATIONS

1. Bidders must provide the required certifications and related documentation to be awarded a contract. The CNSC will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.
2. Compliance with the certifications bidders provide to the CNSC is subject to verification by the CNSC during the bid evaluation period (before award of a contract) and after award of a contract.
3. The contracting authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the contracting authority for additional information will also render the bid non-responsive.

4. Certification Required With the Bid

Bidders must submit the following duly completed certifications with their bids.

4.1 Status and Availability of Resources (A3005T – 2010-08-16)

1. The bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the CNSC representatives and at the time specified in the bid solicitation or agreed to with the CNSC. If for reasons beyond its control, the bidder is unable to provide the services of an individual named in its bid, the bidder may propose a substitute with similar qualifications and experience. The bidder must advise the contracting authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
2. If the bidder has proposed any individual who is not an employee of the bidder, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the work to be performed and to submit his/her résumé to the CNSC. The bidder must, upon request from the contracting authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of his/her availability.

4.2 Education and Experience (A3010T – 2010-08-16)

1. 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.
2. 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. Mandatory Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



5.1 Federal Contractors Program for Employment Equity – Bid Certification

1. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.
2. CNSC will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2 Former Public Servant Certification (A3025T – 2013-07-10)

1. Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

2. Definitions

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S.C, 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S.C, 1985, c. C-17, the [Defence Services Pension Continuation Act](#), R.S.C. 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S.C, 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S.C, 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S.C, 1985, c. C-8.

Former public servant in receipt of a pension

Is the bidder a FPS in receipt of a pension as defined above? **Yes () No ()**

If so, the bidder must provide the following information:

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

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



Workforce Adjustment Directive

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



PART 6 - RESULTING CONTRACT CLAUSES

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

1.0 Security Requirement

There is no security requirement associated with the requirement.

2.0 Statement of Work (B4007C – 2006-06-16)

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____ (*insert date*).

3.0 Standard Clauses and Conditions (A0000C – 2012-07-16 – modified)

1. All clauses and conditions incorporated by reference in the Contract (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties. The following changes are made:
2. Wherever 'Public Works and Government Services Canada' or "Canada" appears in any of the standard clauses or the General or Supplemental General Conditions, replace with 'Canadian Nuclear Safety Commission (CNSC)'.
3. The Annexes "A" and "B" form part of the legally binding agreement between the parties.

3.1 General Conditions

2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. The following change is made:

- a) Replace Section 27 with the following:
 - i. The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code or the CNSC Conflict of Interest and Post-Employment Policy cannot derive any direct benefit resulting from the Contract. Post-employment procedures apply to individuals who have left the public sector.
 - ii. The CNSC's Values and Ethics Code and Conflict of Interest and Post-Employment Policy can be found at <http://www.nuclearsafety.gc.ca/eng/about/index.cfm>.

3.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.



4.0 Term of Contract

4.1 Period of the Contract (A9022C – 2007-05-25)

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

5.0 Authorities

5.1 Contracting Authority

1. The Contracting Authority for the Contract is:

Dan Simard
Senior Contracting Officer
Canadian Nuclear Safety Commission
Corporate Services Branch
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario
Canada
K1P 5S9

Telephone: 613-996-6784
Facsimile: 613-995-5086
E-mail address: dan.simard@cnsccsn.gc.ca

2. 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.

5.2 Project Authority

1. The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

2. The Project Authority is the representative of the CNSC 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.



5.3 Contractor's Representative

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

6.0 Payment

6.1 Basis of Payment

For the satisfactory performance of the Contract, the Contractor shall be paid in accordance with the Basis of Payment, which is found at Annex "B", attached to this Contract.

6.2 Method of Payment – Milestones Payments

Payment will be made in accordance with the schedule of milestones set out in Annex "B", attached to this Contract.

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

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

7.0 Invoicing Instructions

1. Invoices can be emailed to finance@cnsccsn.gc.ca or be mailed to the following address:

Canadian Nuclear Safety Commission
Finance Division
P.O. Box 1046, Station B
Ottawa, Ontario
Canada
K1P 5S9



2. Original receipts are required for travel expenses if these expenses are included in the Basis of Payment which is found at Annex "B", attached to this Contract.
3. The Contractor shall include the Contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the Contract.
4. The last and final invoice under the Contract shall be clearly marked "Final Invoice".

8.0 Certifications

8.1 Instructions to Bidders/Contractors (A3015C – 2008-12-12)

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

9.0 Applicable Laws

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

10. Priority of Documents

The following documents form part of the legally binding agreement between the parties. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the General Conditions 2010B (2013-06-27) - General Conditions – Professional Services (Medium Complexity)
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (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 _____" and insert date(s) of clarification(s) or amendment(s)*)

11. Intellectual Property

11.1 Contractor to Own Intellectual Property Rights in Foreground Information (4006 – 2010-08-16)

Supplemental General Conditions 4006 shall form part of the contract.

11.2 Contractor to own IP: No Explicit License Rights for Canada (K3002C – 2008-05-12)

The General Conditions are amended by deleting in its entirety the section entitled "Copyright", and replacing it with the following:

"Without affecting any existing intellectual property rights or relating to information or data supplied by Canada for purposes of the Contract, copyright in anything conceived, developed, or produced as part of the Work under the Contract will belong to the Contractor."



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

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

11.4 Confidentiality of Foreground Information (K3015C – 2008-05-12)

The Contractor, during the performance of the Contract and for a period of 12 months after the Contract, must keep confidential and must not publish or otherwise disclose to any person any Foreground Information, except as may be necessary to perform the Work under the Contract. The Contractor must impose the same obligation of confidentiality on any person to whom the information is disclosed to perform the Work.

11.5 License to Canada's Information (K3020C – modified – 2008-05-12)

If commercial exploitation or further development of the Foreground Information reasonably requires the use of certain Canada-owned information other than that supplied to the Contractor for purposes of the Contract, the CNSC may provide the Contractor with a license for that purpose, on conditions to be negotiated between the Contractor and the CNSC. Those conditions may include the payment of compensation. The Contractor must give the CNSC an explanation as to why such a license is required. The CNSC must respond in writing to the request within a reasonable period of time.

12. Third Party Information

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

13. Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-04-25)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#), R.C.S. 1985, c. P-36 pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



14. Dispute Resolution

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



ANNEX "A" STATEMENT OF WORK

1.0 Background

There is growing international interest and activity in the development of small nuclear reactor technology. The increased interest is due partly to the high capital cost of large power reactors generating electricity and partly due to the need to produce process heat and serve remote locations with small electricity grids. Some reactors may be built stand-alone or as modules in a larger complex, with capacity added incrementally as required.

Various types of small reactors are currently operating worldwide and there is continuing interest in the development and licensing application of new small reactors. Many countries are applying innovative concepts in the development of new small reactors, for example, passive, simpler and smaller design. Each reactor under the development and licensing process has different types of design features to accommodate various applications such as electricity generation, process heat or district heat.

A number of vendors are interested in building a small reactor in Canada. As a result, the pre-vendor design review in CNSC is being undertaken for mPower of Babcock & Wilcox while other potential vendors are expected.

2.0 Objectives

This research project is sought to identify various types of small reactor designs, the requirements of foreign regulators and a discussion of any technical or licensing issues for those reactors.

3.0 Scope of Work

The scope of work includes:

- collecting high-level design information, including claimed safety innovations, for new small reactors specified in Task 4.1;
- collecting and reviewing regulatory design requirement documents from Russia, Korea, Argentina, China and the United States to assess their approach and methodology used to review the design of new small reactors; and
- identifying any potential technical and licensing challenges for new small reactors.

4.0 Tasks to be Performed

4.1 Assess the key safety features and claimed technological innovation for the following new small reactors:

- 1) UNITHERM (under development);
- 2) VEBR-300 (licensing stage);
- 3) SMART (licensed);
- 4) CAREM (licensing stage);
- 5) StarCore (under development);
- 6) NHR-200 (under development); and
- 7) mPower (under development).

4.2 Identify the regulatory approach and methodology used to review the design of new small reactors in the following countries: Russia, Korea, Argentina, China and the United States. This task requires a review of regulatory design requirement documents that are relevant to small reactors for the aforementioned countries. Exempt from this task is analysis for StarCore from Canada.



4.3 Based on the completion of Tasks 4.1 and 4.2, identify any potential technical or licensing challenges related to new small reactors in the aforementioned countries. Summarize the (regulatory/vendor) approach to address these technical or licensing challenges.

5.0 Deliverables

All deliverables are to be submitted to the Project Authority (Milan.Ducic@cnsccsn.gc.ca).

5.1 Start-up Meeting

Date: Within 2 weeks of contract award.

Location: The CNSC Head Office, Ottawa OR via Tele/Videoconference

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives. The contractor shall make a presentation with the above purpose in mind.

5.2 Progress Meeting

Dates: Within 2 weeks of Initial Findings Report submission.

Location(s): The CNSC Head Office, Ottawa OR via Tele/Videoconference.

Purpose: To assess the degree to which the agreed project objectives are being achieved as planned and thus to facilitate timely adjustments (if necessary) to ensure the project success.

5.3 Initial Findings Report

The Initial Finding Report shall include an assessment of the key safety features and claimed technological innovation for the new small reactors specified in Task 4.1.

Due Date: 2.5 months after contract award.

Copies: One copy via electronic mail.

Format and style requirements: Same as the Final Report.



5.4 Presentation

Due Date: 5.5 months after contract award.

Location: The CNSC Head Office, Ottawa

Purpose: To present the project findings, conclusions and recommendations documented in the Draft Report to CNSC Staff.

5.5 Final Report

The Final Report shall address the work performed and the completion of Tasks 4.1 to 4.3. The report shall also include the following:

- An executive summary that includes all conclusions based on the work performed.
- A table of contents.

Due Date: 6 months after contract award.

Copies: One copy via electronic mail. In addition to the source file, a PDF version of the final report is to be submitted. The source file is not to be password protected or in a read-only format (i.e. must be fully editable by the CNSC),
and Two bound copies.

Format & style requirements:

To be specified by the Project Authority. The font Times New Roman 12 is to be used. Electronic copies must be provided in a format readable by Word 2003 with minor formatting changes. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may 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. Translation of the abstract into French or English, CNSC report covers and the publication number will be provided by the CNSC.

The Report must have an Executive Summary (or Abstract) and should contain a Table of Contents. The CNSC reserves the right, at its own discretion, to have the final report printed and distributed publicly. The following Disclaimer shall be included:

DISCLAIMER

The Canadian Nuclear Safety Commission is not responsible for the accuracy of the statements made or opinions expressed in this publication and does not assume liability with respect to any damage or loss incurred as a result of the use made of the information contained in this publication.



**ANNEX "B"
BASIS OF PAYMENT**

1.0 Basis of Payment – Firm Price – Milestones

1.1 Milestone Schedule

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the following firm all inclusive price in accordance with the following milestone schedule. Customs duties are included and Applicable Taxes are extra.

Milestone	Delivery Date	Firm Price
1- Initial Findings Report (Deliverable 5.3)	2.5 months after contract award	\$ (40%)
2- Upon CNSC Acceptance of Final Report (Deliverable 5.5)	6 months after contract award	\$ (60%)
	Total Firm Price (Applicable Taxes are extra).	\$

1.2 Limitation of Price (C6000C – 2011-05-16)

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.