



**RETURN BIDS TO:
Canadian Nuclear Safety Commission (CNSC)**

Ground floor reception / Security

Attention:
Dan Simard
280 Slater Street
Ottawa, ON
K1P 5S9

Bid solicitation

Proposal to: Canadian Nuclear Safety Commission (CNSC)

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods 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: CNSC

Title: Transcription Services	
Solicitation no.: 87055-13-0154	Date: September 3, 2013
File No. – N° de dossier:	
Solicitation closes: At 2 p.m. / 14 h September 24, 2013	Time zone: Eastern Standard Time (EST)
Address inquiries to: Dan Simard	
Telephone: 613-996-6784	Fax: 613-995-5086
Email: dan.simard@cnscccsn.gc.ca	
Destination: See herein	

Delivery required:	Delivered offered:
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date



Bid Solicitation

For the Provision of

Transcription Services



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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 a contract is awarded, 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](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 1.2 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” (or “PWGSC”) 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 5, Submission of Bids, to read:
“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.
 - e) Revise subsection 4 of section 5, Submission of Bids, as follows:

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



- f) Delete subsection 1. of section 8, 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 CNSC by the date, time and place indicated on page 1 of the bid solicitation.

3. Inquiries – Bid Solicitation

- 3.1 All inquiries must be submitted in writing to the contracting authority no later than **five (5) working days** before the bid closing date. Inquiries 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 inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.



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 submit their bid by email in separate files as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy) (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 these format instructions in the preparation of their bids:
 - a) use 8.5 x 11 inch format
 - b) use a numbering system that corresponds to the bid solicitation

1.5 Section I: Technical Bid

- a) Technical bids 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 evaluation of bids, 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) Technical bids must demonstrate compliance with all mandatory evaluation criteria and must specifically respond to each of the point-rated technical evaluation criteria.
- c) If a mandatory evaluation criterion is not complied with, the bid will be considered non-responsive and will not receive further consideration. Variations on mandatory criteria will not be accepted.



1.6 Section II: Financial Bid

- a) Bidders must submit their financial bids 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, when preparing their financial bids.

1.7 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.

1.8 Estimated Funding by Fiscal Year

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

Fiscal year 2013–14: **\$60,000.00**
Fiscal year 2014–15: **\$110,000.00**
Fiscal year 2015–16: **\$110,000.00**
Fiscal year 2016–17: **\$110,000.00**
Fiscal year 2017–18: **\$110,000.00**

- b) Amounts expressed above are only an approximation of the requirement and are not to be considered as a contract guarantee.

1.9 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.
2. The bidder is requested to provide firm unit rates, as indicated below, for the provision of all the services detailed in the scope of work, **for each of the five (5) years** (applicable taxes are extra).
3. **Expenses for travel, living and direct expenses** incurred in the performance of the work on proceedings that are held outside of the National Capital Region (NCR) will be reimbursed separately in accordance with the rates and rules established for the public service by Treasury Board of Canada (see Annex B). These expenses will not be eligible for reimbursement for proceedings in the NCR.

A. For the period from date of contract award for one year:

Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

B. For the first option year:

Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

C. For the second option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

D. For the third option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

E. For the fourth option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

Total bid evaluation price (applicable taxes extra)

A+B+C+D+E / 5 = \$ _____



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 CNSC representatives will evaluate the bids.

1.1 Technical Evaluation

a) Mandatory technical criteria

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

b) Point-Rated technical criteria

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

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 - modified)

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

2. Basis of Selection

2.1 Basis of Selection – Lowest Price per Point (A0035T – 2007-05-25)

To be declared responsive, a bid must:

- (a) meet all the mandatory criteria of this solicitation; AND
- (b) obtain the required minimum of eighty (80%) percent overall. The rating is performed on a scale of 100 points; AND
- (c) obtain the required minimum of eighty (80%) percent in each of the four (4) Rated Criteria which are subject to point rating specified in this solicitation.

Bids not meeting (a) through (c) above will be given no further consideration. Neither the responsive bid that scores the highest number of rated points nor the one that contains the lowest price will necessarily be accepted. The responsive bid with the lowest price per rated point which will be determined by dividing the total evaluation cost by the total technical score. This is to establish the lowest cost per point, which will be recommended for award of a contract.

The total evaluation price will be calculated by adding the cost per word for each of the 5 years and divided by 5.



3. Security Requirement

3.1 There is no security requirement associated with the requirement



Attachment 1 to Part 4 – Evaluation Procedures

1. Mandatory Technical Criteria

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

No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
M1	<p>EXPERIENCE AND EXPERTISE Bidders MUST clearly identify the individual(s) proposed for this requirement by providing the individual(s) curriculum vitae. A minimum of three (3) years experience in the field specified in the Statement of Work must be demonstrated. (Qualifications, training, education, related work experience and expertise)</p>		
M2	<p>BILINGUAL CAPABILITIES Bidders MUST provide transcription service in both English and in French for all materials to be provided to the client; the language of the transcripts will be according to the events. Therefore, the bilingual capabilities of the individuals proposed to undertake this work must be clearly demonstrated.</p>		
M3	<p>HIGH QUALITY FEED/ACCESS TO LIVE FEEDS Bidders MUST clearly demonstrate the capability to obtain high quality live feeds, especially from multiple microphone locations, and sending of live feeds for transcript delivery within deadline.</p>		
M4	<p>ABILITY TO MEET DEADLINES Bidders MUST demonstrate their capability of meeting tight deadline of 24 hours or less for the delivery of draft transcripts, not only during regular activities but during major events. The Bidder must provide two (2) letters of reference from previous clients attesting that tight deadlines of 24 hours or less were consistently met during major events</p>		



No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
M5	<p>PREVIOUS SIMILAR PROJECTS Bidders MUST provide two (2) previous similar projects successfully completed by the proposed individual(s). Previous similar projects are defined as having successfully provided transcript services for tribunal hearings and meetings. The following information on each previous project should be cited:</p> <ul style="list-style-type: none"> • a brief description of the work; • the type of feed/transcript/equipment used to monitor proceedings; • for whom the services were provided, contact names(s) and • telephone number(s); • the subject; • location of event (within NCR or location outside NCR or outside Canada); • response time; • when the work was carried out 		
M6	<p>SAMPLES OF PREVIOUS SIMILAR PROJECTS Bidders MUST provide one sample in English and one in French of a TRANSCRIPT package sent to a client in the last 3 years.</p>		
M7	<p>QUALITY CONTROL Bidders MUST detail how the audio feed is provided to the personnel preparing the transcription as well as the detail of the quality control measures taken to ensure that no more than 2% of each text, on average, is coded inaudible, or ensure no errors in transcript, including the correct identification of the speaker.</p>		



2. Point-Rated Technical Criteria

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

No.	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max. available points	Min. required points	Bidder's cross-reference to proposal
R1	<p>APPROACH AND METHODOLOGY</p> <p>Bidders are to provide sufficient detail to allow for a complete and full understanding of how tasks/activities that be carried out to achieve the objective.</p> <p>The proposal should demonstrate an understanding of the objectives as well as outline the approach to be followed in completing all aspects of the Statement of Work. Areas to be addressed include project organization, reporting relationships, assigned areas of responsibilities, coordination and quality control procedures.</p> <p>State by whom, when and how client liaison would be maintained with the CNSC Project Authority. The proposal should draw a clear distinction between activities that are to be subcontracted and those to be performed by employees.</p>	<p>1.1 Work organization and methodology for the timely provision of the required transcription services: (maximum 14 points)</p> <p>1.2 Demonstrated understanding of the objectives as well as knowledge of issues relevant to the CNSC: (maximum 13 points)</p> <p>1.3 Quality Control Procedures (maximum 13 points)</p> <p>Refer to Detailed Scoring Grid</p>	40	32	



No.	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max. available points	Min. required points	Bidder's cross-reference to proposal
R2	<p>EXPERIENCE AND EXPERTISE OF PERSONNEL</p> <p>The Bidder should provide a curriculum vitae for all personnel that will be involved in the performance of the work, including CVs' for any back-up personnel, stating the individuals' education, qualifications, experience and other relevant details. The proposal will be evaluated on the basis of the following criteria:</p> <p>A) Proposed personnel and back-up (relevant education, bilingual capabilities, qualifications , work experience in providing similar services, familiarity with scientific or nuclear terminology).</p> <p>Relevant expertise and experience of all personnel should be clearly demonstrated by citing previous work experience and/or accomplishments. Each individual will be evaluated as stated above and then an average will be derived for total points for the criteria</p>	Refer to Detailed Scoring Grid	25	20	
R3	<p>PREVIOUS SIMILAR PROJECTS</p> <p>The previous similar projects cited in the Mandatory Requirements will be evaluated. The following factors will be considered: similarity with this requirement, type of feed, equipment used, type of word processing program used (ie Word, Acrobat), turnaround time, area of coverage i.e.: local, national etc., ability to travel and work long hours (i.e. 7:00 am – 10:00 pm)</p>	Refer to Detailed Scoring Grid	20	16	



No.	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max. available points	Min. required points	Bidder's cross-reference to proposal
R4	<p>QUALITY OF SAMPLES</p> <p>Samples of the projects provided from the M.6 mandatory requirements will be evaluated</p>	<p>4.1 Grammar and Spelling: (maximum 5 points)</p> <p>4.2 Quality and format of package (electronic and print): (maximum of 5 points)</p> <p>4.3 Consistent with needs, expectations of CNSC requirements: (maximum 5 points)</p> <p>Refer to Detailed Scoring Grid</p>	15	12	
Total			100	80	



3. Detailed Scoring Grid

	Criteria	Max. Points	0	9	12	14
R1.1	Work organization and methodology for the timely provision of the required transcription services	14	Poor or no description of work organization and methodology Company has not clearly demonstrated their capability of meeting tight deadline requirements of 24 hours or less	Incomplete or vague description of work organization and methodology Uncertain if company could meet tight deadline requirements of 24 hours or less	Acceptable description of work organization and methodology Company could meet tight deadline requirements of 24 hours or less	Solid work organization and methodology Company has fully demonstrated their capability of meeting tight deadline requirements of 24 hours or less
	Criteria	Max. Points	0	7	10	13
R1.2	Demonstrated understanding of the objectives as well as knowledge of issues relevant to the CNSC	13	Poor or no understanding of objectives and issues relevant to the CNSC	Superficial understanding of objectives and issues relevant to the CNSC	General understanding of objectives and issues relevant to the CNSC	In depth understanding objectives and issues relevant to the CNSC
R1.3	Quality Control Procedures	13	Little or no quality control measures in place	Some weaknesses in quality control measures demonstrated	Acceptable quality control measures demonstrated	Strong quality control measures in place
	Criteria	Max. Points	0	12	20	25
R2	Experience and expertise of personnel	25	Company has failed to demonstrate proven experience Little or no professional qualifications of personnel Little or no experience with scientific or nuclear terminology	Company has demonstrated limited proven experience Limited professional qualifications of personnel Limited experience with scientific or nuclear terminology	Company has demonstrated acceptable proven experience Acceptable professional qualifications of personnel Acceptable experience with scientific or nuclear terminology	Company has demonstrated extensive previous work experience Excellent professional qualifications of personnel Solid experience with scientific or nuclear terminology



	Criteria	Max. Points	0	12	16	20
R3	Previous similar projects	20	Previous projects fail to address CNSC's requirements for equipment, feed, timely response and final product	Previous projects inconsistently meet CNSC's requirements for equipment, feed, timely response and final product	Previous projects meet CNSC's requirements for equipment, feed, timely response and final product	Previous projects exceeds all of CNSC's requirements for equipment, feed, timely response and final product
	Criteria	Max. Points	0	2	4	5
R4.1	Samples - Grammar and Spelling	5	Poor quality of grammar and spelling	Inconsistent quality of grammar and spelling	Acceptable quality of grammar and spelling	Excellent and consistent quality of grammar and spelling
R4.2	Samples - Quality and format of package (electronic and print)	5	Poor quality and format of package (electronic and print)	Inconsistent quality and format of package (electronic and print)	Acceptable quality and format of package (electronic and print)	Excellent quality and format of package (electronic and print)
R4.3	Samples - Consistent with needs, expectations of CNSC requirements	5	Samples provided not relevant to CNSC's needs and expectations	Some samples provided adequately meet CNSC's needs and expectations	Samples provided adequately meet CNSC's needs and expectations	Samples provided fully met all of CNSC's needs and expectations



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.

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 in 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* (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” (or “CNSC”).
3. Annexes A, B and C (*delete C if not applicable*) form part of the legally binding agreement between the parties.

3.1 General Conditions

2010B _____ (*insert effective date*), 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 Values and Ethics Code* and *CNSC Conflict of Interest and Post-Employment Policy* can be found at nuclearsafety.gc.ca/eng/about/index.cfm

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*).



4.2 Option to Extend the Contract (A9009C – 2008-12-12)

1. The Contractor grants to the CNSC the irrevocable option to extend the term of the contract by up to **four (4) additional one-year periods** under the same conditions. The Contractor agrees that, during the extended period of the contract, it will be paid in accordance with the applicable provisions as set out in the basis of payment.
2. The CNSC may exercise this option at any time by sending a written notice to the contractor at least **30 calendar days** before the expiry date of the contract. The option may only be exercised by the contracting authority, and will be evidenced, for administrative purposes only, through a contract amendment.

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

Remark to contracting authority: If applicable, insert the following clause and fill in at contract award only.

1. The project authority for the contract is:

Name:
Title:
Organization:
Address:

Telephone:
Fax:
Email:



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

Remark to contracting authority: If applicable, insert the following clause and fill in at contract award only.

Name:
Title:
Organization:
Address:

Telephone:
Fax:
Email:

6.0 Payment

6.1 Basis of Payment

6.2 Method of Payment – Monthly Payment

SACC Manual clause H1008C _____ (*insert effective date*) Monthly Payment.

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@cnscccsn.gc.ca or be mailed to the following address:

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

2. Original receipts are required for reimbursable travel expenses if these expenses are included in the basis of payment, which is found in 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 General Conditions 2010B _____ (*insert effective date*) – General Conditions – Professional Services (Medium Complexity)
- (c) Annex A – Statement of Work
- (d) Annex B – Basis of Payment
- (e) 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. 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.

12. Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-03-21)

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 Web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

13. 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

TRANSCRIPT SERVICE FOR PUBLIC HEARINGS AND MEETINGS IN THE NATIONAL CAPITAL REGION AND OUTSIDE THE NATIONAL CAPITAL REGION, WITHIN CANADA.

1. Background

Verbatim transcripts are considered the official Record of the Canadian Nuclear Safety Commission public proceedings. Transcripts are therefore required for all Public Hearings and Meetings of the Commission.

The Commission holds approximately 20 to 25 days of public hearings and meetings per year. The proceedings are held in either or both of Canada's official languages. The subject matter frequently involves the use of specialized technical and scientific language. The public hearing and meeting sessions vary in length, but usually occupy full days (7.5 hours) for one to three days in succession. Occasionally, a session on a given day will exceed 7.5 hours and extend late into the evening. Most of the public hearings and meetings are held at the CNSC headquarters in Ottawa. Sessions are occasionally held elsewhere in Canada (normally 5 to 7 days per year). An average of 45,000 words per day is produced.

2. Scope

The scope of the contract is to provide a transcript service at all Commission public proceedings in Canada on an "as and when requested basis".

3. Tasks

The contractor must provide transcription services from a live audio feed at proceedings in the National Capital Region and elsewhere in Canada. The system used for transcribing is at the discretion of the service provider. Audio versions must be able to be reviewed by the service provider, if necessary, to ensure the transcription accuracy.

The contractor must provide the necessary recording equipment and qualified personnel at the location of the proceedings from 08:00 am to 6:00 pm on each day of the proceedings, and up to 10:00 pm as required. Normally the proceedings begin at 9:00 am and finish at 5:30 pm, with a one hour break for lunch and two 10 minutes breaks. On occasion, Commission hearings and meetings may extend into the evening.

The contractor must prepare transcripts in both electronic and hard copy format within the time frames, formats and levels of accuracy described below as deliverables.

4. Deliverables

For proceedings held at the CNSC headquarters in Ottawa, the draft transcripts are to be delivered via electronic transmission (e-mail) within 24 hours of the close of the proceeding. For sessions held elsewhere in Canada, the draft transcripts will be delivered as expeditiously as possible. At times, the CNSC may request that partial transcripts be delivered (electronically) faster than within the 24-hour period.

The transcripts will be formatted to fit a standard 8.5 x 11 inch page. The text will be double spaced in Courier 12 font. The pages will be numbered consecutively (top-centre), as will be the lines on each page (left margin beginning at line 1 on each page). The transcription texts contain no graphics or PowerPoint presentations.

Corrections to the draft transcripts will be made only by the contractor.



The final version of a transcript will be delivered to the CNSC within 24 hours of the CNSC's submission of request for corrections to be made by the contractor. The final version will consist of 4 paper copies (in cerlox binder) plus electronic files in both Adobe Acrobat PDF and MS Word format. Each separate hearing matter and each meeting will be presented with its own title page, according to the published agendas.

To facilitate posting of the transcripts on the CNSC Web site, there must be a separate PDF file for each proceeding (i.e., one PDF file for each hearing subject and one PDF file for each meeting day, each with a relevant title page). Electronic files will be sent to the CNSC by Email. The final transcript will be posted by the CNSC on the CNSC Web site, where it may be downloaded at no cost to the CNSC or public users.

Additional electronic copies of transcripts may be ordered by the CNSC on an "as requested basis" and will be delivered by Email at no additional cost to the CNSC.

Quality of both English and French texts is essential. No more than 2% of the text, on average, should be identified as "inaudible" or contain typographical errors or other errors such as incorrect reference to the speaker or misspelled names when a list of speakers has been provided.



Annex B – Basis of Payment

1.0 Basis of Payment – Firm Unit Rates (C0214C – 2013-04-25 – modified)

1.1 For the period from date of contract award for one year:

Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$ _____ /per word

1.2 Travel and Living Expenses

1. Except for proceedings that are held inside of the National Capital Region (NCR), the contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *Treasury Board Travel Directive*, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
2. All travel must have the prior authorization of the project authority. All payments are subject to government audit.
3. In accordance with the Treasury Board Special Travel Authorities, only original receipts will be accepted for travel-related expenses.

1.3 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

1.4 Limitation of Expenditure (C6001C – 2011-05-16 – modified)

1. The contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in accordance with this basis of payment, Annex B, to a limitation of expenditure of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. The CNSC's total liability to the contractor under the contract must not exceed the amount stipulated in paragraph 1. Customs duties are included and Applicable Taxes are extra.
3. No increase in the total liability of the CNSC 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 the CNSC'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 under one of the following circumstances, whichever occurs first:
 - a. when it is 75 percent committed
 - b. four (4) months before the contract expiry date



- c. as soon as the contractor considers that the contract funds provided are inadequate for the completion of the work
- 4. 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 the CNSC's liability.

1.5 Option to Extend the Contract

During the extended period of the contract, the contractor will be paid the following firm unit rates to perform all the work in relation to the contract extension. Customs duties are included and Applicable Taxes are extra.

For the first option year:

Transcripts of CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

For the second option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

For the third option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR).

\$_____ /per word

For the fourth option year:

Transcripts of all CNSC public proceedings (not including travel expenses for proceedings outside the NCR)

\$_____ /per word