

RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Ground Floor Reception/Security

Attention:

Dan Simard 280 Slater Street, Ottawa, Ontario Canada K1P 5S9

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)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Before submitting a bid, foreign-based bidders must contact the contracting authority no later than 20 calendar days before the bid closing date, to obtain the appropriate international security clauses. Bidders from non-NATO countries or countries who have not signed a bilateral industrial security arrangement with the Canadian International Industrial Security Directorate may not be able to obtain the required security clearance(s) and, as a result, may be ineligible for award of the contract.

Buyandsell.gc.ca/tenders is the official site for the CNSC to meet its trade agreement obligations and the authoritative source for Government of Canada tenders.

Title: R564.1 Third Party Re	eview of PRAIS	SE-CANDU P	robabilistic
Fracture Mechanics Code			
Solicitation No.		Date	
87055-13-0275		November 26	, 2013
File No. – N° de dossier			
0.11.14.11.11.01.01.11.11			Time
Solicitation Closes			Zone
At 02:00 PM / 14 h			Eastern
January 7, 2014			Standard
			Time
			(EST)
Address Inquiries to :			
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Senior Contracting Officer			
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Destination:			
See Herein			
Delivery required	Del	ivered Offere	d
•			
Supplier Name and address	ss:		

Facsimile No.

Telephone No.

Name and title of person authorized to sign on behalf of Supplier (type or print)

Signature Date



Commission canadienne

BID SOLICITATION

FOR THE PROVISION OF

R564.1 Third Party Review of PRAISE-CANDU Probabilistic Fracture Mechanics Code



Commission canadienne Safety Commission de sûreté nucléaire

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1. Security Requirement
- 2. Statement of Work
- 3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. **Enquiries - Bid Solicitation**
- Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. **Bid Preparation Instructions**

Attachment 1 to Part 3 (Pricing Schedule)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. **Evaluation Procedures**
- 2. Basis of Selection
- 3. Security Requirement

Attachment 1 to Part 4 (Mandatory Technical Criteria and Point Rated Technical Criteria)

PART 5 – CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

- 1. Security Requirement
- Statement of Work 2.
- 3. Standard Clauses and Conditions
- 4. **Term of Contract**
- Authorities 5.
- 6. **Payment**
- **Invoicing Instructions** 7.
- 8. Certifications
- 9. Applicable Laws
- Priority of Documents 10.
- Intellectual Property 11.
- Third Party Information 12.
- 13. Proactive Disclosure of Contracts with Former Public Servants
- 14. Dispute Resolution
- 15. Foreign Nationals (Canadian Contractor)
- 16. Foreign Nationals (Foreign Contractor)

Annexes:

Annex "A" Statement of Work Annex "B" **Basis of Payment**

Annex "C" Security Requirements Checklist



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 a security requirement associated with the requirement. For additional information, consult Part 4 – Evaluation Procedures and Basis of Selection, and Part 6 – Resulting Contract Clauses.

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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u>

 (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.



Commission canadienne de sûreté nucléaire

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.
- 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 <u>Policy on Green Procurement</u> (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.



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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 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: **\$20,000.00** Fiscal Year 14/15: **\$80,000.00**

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.



Canadian Nuclear Safety Commission

ATTACHMENT 1 TO PART 3 Pricing Schedule

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

Firm All Inclusive Price:

Milestone	Delivery Date	Firm Price
1. Report on literature review (Deliverable 5.4)	Within 2 months of contract award	20%
2. Completion of initial review of COG documents (Deliverable 5.5)	Within 4 months of contract award	20%
3- Interim Report (Deliverable 5.6)	Within 6 months of contract award	40%
4- Upon CNSC Acceptance of Final Report (Deliverable 5.8)	Within 8 months of contract award	20%
	Total Firm Price (Canadian funds, applicable taxes extra).	100%



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 \$100,000.00. 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 <u>75 percent overall</u> 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.



Commission canadienne de sûreté nucléaire

3. **Security Requirement**

- 3.1 Before award of a contract, the following conditions must be met:
 - The bidder must hold a valid organization security clearance as indicated in Part 6 Resulting (a) Contract Clauses.
 - The bidder's proposed individuals requiring access to classified or protected information, assets or (b) sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses.
 - (c) The bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 3.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, bidders should consult "Security Requirements for 3.3 PWGSC Bid Solicitations – Instructions for Bidders" (tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31).



de sûreté nucléaire

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.

#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R1	Understanding of scope and objectives	5	0 Points - incorrect understanding of scope and objective	x1	
	The bidder should demonstrate that they understand the objectives and scope. The Bidder should include a		Point – given verbatim from RFP and understanding is not fully demonstrated Points - good understanding of scope and objectives		
	short introduction with a brief evaluation of the need for the project, the objectives of the proposed Work, and the reasons for carrying it out as proposed and the benefits to be derived.		5 Points - in-depth understanding of scope and objective fully demonstrated		



Request for Proposal / Demande de soumission : 87055-13-0275



#	RATED CRITERIA	Max Points	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R2	Recognition of problems and solutions proposed	10	0 Points - fails to identify any potential problems	x2	
	The bidder should identify potential or anticipated major problems and/or difficulties that could affect the outcome of the work and address how		Point - 1 to 2 major difficulties identified; proposed solutions will not adequately resolve all potential problems		
	these will be addressed and resolved.		2 Points - 1 to 2 major difficulties identified; proposed solutions adequately resolve all potential problems		
			3 Points - 3 to 4 major difficulties identified; proposed solutions will not adequately resolve all potential problems		
			4 Points - 3 to 4 major difficulties identified; proposed solutions adequately resolve all potential problems		
			5 Points - 5 or more difficulties identified, proposed solutions are innovative		
R3	Proposed work feasibility, approach and methodology	20	Points - not addressed in proposal Point - approach and methodology does not expand from RFP	X2	
	The Bidder should clearly outline its approach and proposed methodology to meet the requirement as well as the degree of success		3 Points - approach and methodology address the RFP requirements with adequate level of success		
	expected. The proposed approach is to be compliant with the requirements of the Statement of Work provided as part of the bid solicitation.		5 Points - approach and methodology address the RFP requirements with high level of level of success		
	Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it.		7 Points - novel benchmarking approach /methodology with an adequate level of level of success		
	competence to meet it.		10 Points - novel benchmarking approach/methodology with a high level of success		



Request for Proposal / Demande de soumission : 87055-13-0275



#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R4	Adequacy of work plan, level of effort (per person/task) and schedule 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	Work Plan/ Tasks to be Performed 0 Points - not addressed in proposal 1 Point - work plan does not expand from RFP 2 Points - work plan is well explained and meets the requirements of the RFP Schedule 0 Points - not addressed in proposal 1 Point - schedule is as per RFP with no indication that bidder feels it is realistic 2 Points - adequate schedule Level of Effort 0 Points - not addressed in technical proposal 2 Points - adequate total level of effort; critical work performed by junior personnel 4 Points - adequate total level effort, critical work performed by appropriate mix of junior/senior personnel 6 Points - adequate total level of effort; critical work performed by recognized subject matter experts. (Subject Matter Expert relates to the requirement for R6.1 - 6.4)	x1.5	



Request for Proposal / Demande de soumission : 87055-13-0275



Canadian Nuclear Safety Commission

#	RATED CRITERIA	Max Points	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
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 with organization, experience, education, and qualifications. His/her curriculum vitae should also be included.	10	Experience O Points - no project mgmt experience; experience not demonstrated in proposal 1 Point - 2 to 4 years project management experience 3 Points - 5 or more years project management experience Education O Points - no formal project management training 1/2 Point - formal Project Mgmt training 1 Point - PMP Certified Qualifications O Points - not addressed 1 Point - 2 to 4 successful projects as project manager 2 Points - 5 or more successful projects as project manager Position O Points - not addressed 1 Point - no authority to (re)direct resources 3 Points - authority to (re)direct resources Other O Points - no project management experience in relevant nuclear area 1 Point - project management experience in relevant nuclear area	x1	



Canadian Nuclear

Safety Commission

#	RATED CRITERIA	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R6.0	Key personnel capability - relevant experience, qualifications and	5	See R6.1, R6.2, R6.3, R6.4 for minimum required qualifications and experience	x1	
	competence proven by similar and/or related work		Points - proposed personnel does not meet minimum requirements		
	The bidder should identify the proposed resources		1 Point - half of proposed personnel meets minimum levels only		
	(included subcontractors) and demonstrate experience education and		2 Points - proposed key personnel meet minimum levels only		
	qualifications. Their curriculum vitae must also be included.		3 Points - half of proposed key personnel exceeds minimum levels		
For 6	1 6 2 6 2 and 6 4 places note	that the m	5 Points - all proposed key personnel exceed minimum levels	rolated tack	(c) shall be

For 6.1, 6.2, 6.3 and 6.4 please note that the <u>main resource</u> assigned to perform the related task(s) shall be evaluated for the associated experience required. If the main resource has not been identified and two or more resources with different experience levels have been named, the score assigned will be the average of the sum of the individual resource scores (e.g. manager level resource and subject matter expert identified with no clear assignment the score given shall be (3+5)/2 = 4

			0 Points - no demonstrated		
R6.1	Demonstrated experience analyzing degradation	5	experience	x1	
	mechanisms of carbon		1 Point - less than 2 years		
	steel piping subjected to operating conditions that		demonstrated experience		
	are consistent with a Nuclear Power Plant (NPP).		2 Points - less than 4 years but more than 2 years demonstrated experience		
			4 Points - less than 10 years but more than 4 years demonstrated experience		
			5 Points - more than 10 years demonstrated experience		



#	RATED CRITERIA	Max Points	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R6.2	Demonstrated experience in Probabilistic Fracture Mechanics modeling for piping systems.	5	 O Points - no demonstrated experience 1 Point - less than 2 years demonstrated experience 2 Points - less than 4 years but more than 2 years demonstrated experience 4 Points - less than 10 years but more than 4 years demonstrated experience 5 Points - more than 10 years 	x1	Troposal
			demonstrated experience 0 Points - no demonstrated		
R6.3	Demonstrated expertise in uncertainty analysis in probabilistic modeling.	5	Point - less than 2 years demonstrated experience Points - less than 4 years but more than 2 years demonstrated experience Points - less than 10 years but more than 4 years demonstrated experience Points - more than 10 years demonstrated experience	x1	
R6.4	Demonstrated expertise in performing and/or assessing verification and validation tasks for probabilistic models. The preferred candidate posses demonstrable experience performing and/or assessing verification and validation tasks for NPP probabilistic fracture mechanics codes.	5	 O Points - no demonstrated experience 1 Point - less than 2 years demonstrated experience 2 Points - less than 4 years but more than 2 years demonstrated experience 4 Points - less than 10 years but more than 4 years demonstrated experience 5 Points - more than 10 years demonstrated experience 	x1	





Proposed team organization, including availability of team members, reporting structure, and capability to carry out the project 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. R8 Bidder's organization, including subcontractors - its relevant experience working together (less than 2 projects) The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of proposed subcontractors. Also, where subcontractors are proposed as part of the project team, the Bidder should provide a list of the individual subcontracts proposed, describe the work to be performed by each one and include/explain the proposed basis of selection for each one.	R7 Proposed team organization, including availability of team members, reporting structure, and capability to carry out the project The Bidder should include a description of the team, the reporting structure, and escontractors as applicable, as well as the competence, previous experience and ability of the proposed team to complete the work. Spoints - well defined reporting structure; proposed team have prior experience working together (less than 2 projects)	#	RATED CRITERIA	Max Points	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	WEIGHT FACTOR	Bidder's Cross Reference to Proposal
R8 Bidder's organization, including subcontractors - its relevant experience and competence proven by similar work in nature and size, and resource capability The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of proposed subcontractors. Also, where subcontractors are proposed as part of the project team, the Bidder should provide a list of the individual subcontracts proposed, describe the work to be performed by each one and include/explain the proposed basis of selection	R8 Bidder's organization, including subcontractors - its relevant experience and competence proven by similar work in nature and size, and resource capability The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of proposed subcontractors. Also, where subcontractors are proposed as part of the project team, the Bidder should provide a list of the individual subcontracts proposed, describe the work to be performed by each one and	R7	organization, including availability of team members, reporting structure, and capability to carry out the project 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	10	1 Point - reporting structure not defined 2 Points - defined reporting structure; proposed team have no apparent experience working together 3 Points - well defined reporting structure; proposed team have prior experience working together (less than 2 projects) 5 Points - well defined reporting structure; proposed team have prior experience working together (more than 2 projects)	x2	
TOTAL 100	proposed basis of selection for each one.	R8	including subcontractors - its relevant experience and competence proven by similar work in nature and size, and resource capability The Bidder should demonstrate the background and experience of its organization, particularly as it relates to this requirement, as well as the background and experience of proposed subcontractors. Also, where subcontractors are proposed as part of the project team, the Bidder should provide a list of the individual subcontracts proposed, describe the work to be performed by each one and include/explain the proposed basis of selection for each one.		1 Point - bidder/subcontractor has experience with 1 to 2 successful prior relevant project 3 Points - bidder/subcontractor has experience with 3 to 4 successful prior relevant project 5 Points - bidder/subcontractor are well known in field of study with 5+	x1	



PART 5 - CERTIFICATIONS

- 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.



Commission canadienne de sûreté nucléaire

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/eg/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 <u>Public</u> 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.





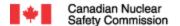
Workforce Adjustment Directive

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

The following security clause applies to Canadian bidders only. Before submitting a bid, foreign-based bidders must contact the contracting authority for the appropriate international security clauses, as stated on page 1 of this bid solicitation.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 87055-13-0275

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved: Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition)
- 6. The contractor is solely responsible for obtaining any security clearance required for the performance of the work under this Contract.
- 7. The contractor is responsible to return to the CNSC security officer (or other designated person) any building access cards issued related to the contractor's work under this contract. If such cards are not returned to the appropriate authority, the CNSC reserves the right to deduct from the contractor's final invoice an amount sufficient to offset the CNSC's costs to replace any such cards.
- 8. The CNSC performs a criminal record name check (CRNC) on all contractors who require access to the CNSC facilities for the performance of their work. The contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the contractor's CRNC. Failure to provide such information will constitute grounds for the CNSC not to award the contract to the contractor or, if the contract has commenced, to terminate the contract under the provisions of Public Works and Government Services Canada's general conditions 2010B, incorporated herein by reference.



Commission canadienne Safety Commission de sûreté nucléaire

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).

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

- 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-andguidelines/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)'.
- The Annexes "A", "B" and "C" form part of the legally binding agreement between the parties. 3.

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:

- Replace Section 27 with the following: a)
 - 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.
 - The CNSC's Values and Ethics Code and Conflict of Interest and Post-Employment Policy can be found ii. 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).





Canadian Nuclear Safety Commission

5.0 **Authorities**

5.1 **Contracting Authority**

The Contracting Authority for the Contract is: 1.

> 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

613-996-6784 Telephone: Facsimile: 613-995-5086

E-mail address: dan.simard@cnsc-ccsn.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**

 The Project Authority for the Contra 	ict is:
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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)

de sûreté nucléaire

- 1. Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, 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@cnsc-ccsn.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)

Commission canadienne

de sûreté nucléaire

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.

- the Articles of Agreement; (a)
- the Supplemental General Conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in (b) Foreground Information;
- the General Conditions 2010B (2013-06-27) General Conditions Professional Services (Medium (c) Complexity)
- Annex "A", Statement of Work; (d)
- Annex "B", Basis of Payment; (e)
- (f) Annex "C" Security Requirements Checklist
- the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time (g) 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.

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

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 royaltyfree 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)

Commission canadienne

de sûreté nucléaire

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**

- 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.
- 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.
- 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.
- The Contractor may be asked to sign a non-disclosure agreement with the owner of third party documents.

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**

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.gc.ca.

15. A2000C – Foreign Nationals (Canadian Contractor)

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





16. A2001C – Foreign Nationals (Foreign Contractor)

de sûreté nucléaire

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



ANNEX "A" STATEMENT OF WORK

Commission canadienne

de sûreté nucléaire

1.0 Background

The CANDU industry has asserted that small safety margins associated with the analysis of A Large Break Loss of Coolant Accident (LBLOCA) as a Design Basis Accident (DBA) can be attributed to conservatism in the Traditional Safety Analysis (TSA) evaluation procedure. Industry has presented its case that the expected frequency of large pipe breaks is much lower than the assumed frequency attributed to DBAs. To support its position, industry undertook a COG project to develop a Composite Analytical Approach (CAA) to characterize, demonstrate and reduce conservatism in TSA for LBLOCA scenarios. The CAA is currently under review by CNSC staff.

One element of the CAA involved the development of a Probabilistic Fracture Mechanics (PFM) code, PRAISE-CANDU, to generate estimates of the frequency of primary system pipe failures which would lead to LOCAs. One of the intended functions of this code is to provide estimates of failure frequencies for piping of different sizes to identify which failures are expected to occur at frequencies lower than 1×10^{-5} , which would support their reclassification to Beyond Design Basis Accidents (BDBAs). In theory a double-ended guillotine failure of large diameter piping, which would stress safety systems and challenge post-accident fuel cooling, is far less probable than the failure of small diameter piping.

The concept of PFM is not new, but its application to nuclear piping systems has been approached with caution. The level of uncertainty associated with modelling parameters, lack of documentation, Quality Assurance control during software development and the variability in results achieved from different PFM codes have resulted in limited acceptance of PFM codes for regulatory decision making. There is an inherent difficulty in acceptance of PFM code given the complexity of some of the piping degradation mechanisms which may lead to a LOCA and the fact that no operational data exists for these low frequency events, thereby, making validation of code results difficult. No regulatory jurisdiction has ever accepted a PFM assessment result in isolation to justify regulatory decision making. There have only been limited examples of the adoption of PFM insights into Risk Informed Decision Making (RIDM) applications.

2.0 Objectives

To obtain an **independent**¹ third-party evaluation of the PRAISE-CANDU Probabilistic Fracture Mechanics code development process carried out for the Composite Analytical Approach to address Large Break Loss of Coolant Accident safety margins.

3.0 Scope of Work

The successful contractor will carry out a technical evaluation of the CANDU Owner's Group (COG) Reports prepared during the development of PRAISE-CANDU to provide an independent evaluation of:

- The suitability of the PFM code degradation models to assess pipe failure frequencies due to plausible CANDU specific degradation mechanisms.
- A comparison of the PRAISE-CANDU validation and verification (V&V) and benchmarking activities to
 public domain information describing V&V and benchmarking of other PFM codes, for example (but not
 necessarily limited to) PRO-LOCA, PASCAL, NURBIT, ProSACC, PRODIGAL and PROST.
- The extent to which PFM codes have been accepted in regulatory decision making in the United States, Europe and Japan.

¹ Independent in this context is defined as having no involvement in the development of the COG documents listed in 4.2 and having no commercial interest in promoting the acceptance of the approaches proposed.



The contractor shall address the following elements of PRAISE-CANDU in the project deliverables:

- Limitations of the probabilistic simulation techniques
- Limitations of the uncertainty analysis techniques

4.0 Tasks to be Performed

- 4.1 Prepare a report, based upon a literature review, which documents the current level of acceptance of PFM codes in nuclear regulatory decision making in the United States, Europe and Japan.
- 4.2 Review the following COG reports generated during the development of the PRAISE-CANDU code:
 - COG-JP-4367-041-R0, FPBOC-WG Integrated Close-out Report
 - COG-11-2096, LOCA Break-Opening Characteristics for CANDU HTS Piping Literature Review
 - COG-JP-4367-005, Revision 2, Specification for PRAISE-CANDU 1.0
 - COG-JP-4367-011, Revision 0, Theory Manual for PRAISE-CANDU 1.0
 - COG-JP-4367-046, Revision 0, PRAISE-CANDU Version 1.0 Pilot Study
 - COG-JP-4367-026, Verification and Validation Report for PRAISE-CANDU 1.0

Note: Bidders should make a request to the Contracting Authority for the redacted summaries of the abovereferenced reports for the purpose of bid preparation. Un-redacted reports will be provided to the winning bidder once the security requirements have been met. A non-disclosure agreement may also be required at that time.

- 4.2.1 Assess the applicability of degradation assessment models used in PRAISE-CANDU (fatigue, primary water stress corrosion cracking and flow accelerated corrosion) for the materials, manufacturing process and operating conditions typical for CANDU nuclear piping systems. Identify potential gaps in the degradation models.
- 4.2.2 Assess whether the theory presented in COG-JP-4367-026 adequately describes the basis for the selection of input parameters to ensure that consistent results would be generated by different users.
- 4.2.3 Assess the suitability PRAISE-CANDU input parameters by answering the following questions for the degradation mechanisms considered:
 - 1) Do the input parameters accurately describe the loading conditions which could lead to crack initiation and subsequent pipe breaks?
 - 2) Do the input parameters accurately describe the environmental conditions which could lead to crack initiation and subsequent pipe breaks?
- 4.2.4 Assess the suitability of the methodology used to address uncertainties in input and output parameters.
- 4.3 Review CNSC staff comments generated during the development of PRAISE-CANDU code along with the developer's response to those comments. Assess whether the developer has dispositioned all CNSC staff comments.
- 4.4 Identify potential gaps in the code V&V and benchmarking activities presented in COG-JP-4367-026 compared to similar activities undertaken for the development of other PFM codes including, but not necessarily limited to, PRO-LOCA, PASCAL, NURBIT, ProSACC, PRODIGAL and PROST. Propose an action plan that will address any gaps identified.

5.0 <u>Deliverables</u>

All deliverables are to be submitted to the Project Authority (@cnsc-ccsn.gc.ca).



5.1 Start-up Meeting

Date: Within 2 weeks of contract award

Location: The CNSC Head Office, Ottawa

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

Request for Proposal / Demande de soumission: 87055-13-0275

above purpose in mind.

5.2 Monthly Status Update

The status updates are to be submitted by the Contractor on the last working day of each month, via electronic mail to the CNSC Project Authority (peter.button@cnsc-ccsn.gc.ca). They are to include a summary description of:

- the contract and project ID# in the email subject line;
- the work completed since the last update;
- work planned to be performed during the next reporting period;
- identification of any potential problems and proposed course of action; and
- update on project schedule and when delayed, propose a new deliverable schedule.

5.3 Progress Meetings

Dates: Every three months

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.

5.4 Report on literature review

Due Date: On completion of Task 4.1 (by January 31, 2014)

5.5 Completion of initial review of COG documents

Due Date: To be confirmed in appropriate monthly status update (5.2). This report will also identify any

adjustments that need to be made in the work plan. (by April 1, 2014)

5.6 Interim report

Due Date: To be delivered within 6 months of the contract start date. The report should contain a

description of work carried out so far and the findings. The structure (Table of contents)

should be the same as the planned final report. (by March 15, 2014)

5.7 Presentation

Due Date: October 15, 2014

Location: The CNSC Head Office, Ottawa

Purpose: To present the project findings, conclusions and recommendations documented in the Draft

Report to the CNSC Commission.





5.8 Final Report

The Final Report shall address the work performed and the completion of Tasks 4.1 to 4.4. The report shall also include the following:

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

Due Date: October 31, 2014

Copies: Two bound hard copies and 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).

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 <u>not acceptable</u> 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

de sûreté nucléaire

1.1 Milestone Schedule

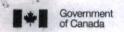
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the following firm all inclusive price in accordance with the following milestone schedule. Customs duties are included and Applicable Taxes are extra.

Milestone	Delivery Date	Firm Price
1. Report on literature review (Deliverable 5.4)	Within 2 months of contract award	\$ (20%)
2. Completion of initial review of COG documents (Deliverable 5.5)	Within 4 months of contract award	\$ (20%)
3- Interim Report (Deliverable 5.6)	Within 6 months of contract award	\$ (40%)
4- Upon CNSC Acceptance of Final Report (Deliverable 5.8)	Within 8 months of contract award	\$ (20%)
	Total Firm Price (Canadian funds, Applicable Taxes are extra).	\$ (100%)

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.





Gouvernement du Canada Contract Number / Numéro du contrat 87055-13-0275 Security Classification / Classification de sécurité UNCLASS

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

PART A - CONTRACT INFORMATION / PA 1. Originating Government Department or Or	rganization /			or Directorate / Direction généra	ale ou Direc	tion
Ministère ou organisme gouvernemental d		Is dealer and the		BD/RRED		-
a) Subcontract Number / Numéro du contra	at de sous-traitance	3. b) Name and Addre	ss of Subco	ntractor / Nom et adresse du so	ous-traitant	
Brief Description of Work / Brève description CANDU operators want to adopt a Off Coolant accident (LBLOCA). independent review. International (COG) will be reviewed by the con	a new aproach to ev This approach is a m I bidders are being s	najor departure from	current p	ractice and needs an ext	tensive ar	nd
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b) Will the supplier require access to uncla Regulations? Le fournisseur aura-t-il accès à des don Règlement sur le contrôle des données Indicate the type of access required / Indic.	nées techniques militaires techniques?	s non classifiées qui son			No Non	□ Ye
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Le fournisseur et ses employés (p. ex. n à des renseignements ou à des biens Pl c) is this a commercial courier or delivery r S'agit-II d'un contrat de messagerie ou d	ROTÉGÉS et/ou CLASSI requirement with no overn	FIÉS n'est pas autorisé. light storage?		d'accès restreintes? L'accès	No Non	□ Ye
a) Indicate the type of information that the	supplier will be required t	o access / Indiquer le typ	e d'informat	ion auquel le fournisseur devra	avoir accès	5
Canada	NAT	O/OTAN		Foreign / Étranger		
b) Release restrictions / Restrictions relative No release restrictions Aucune restriction relative à la diffusion	ves à la diffusion All NATO countri Tous les pays de			No release restrictions Aucune restriction relative à la diffusion		
Not releasable À ne pas diffuser						
Restricted to: / Limité à : Specify country(les): / Préciser le(s) pays :	Restricted to: / Li Specify country(i	mité à : es): / Préciser le(s) pays	: 🔲	Restricted to: / Limité à : Specify country(ies): / Précise pays :	er le(s)	
c) Level of information / Niveau d'information						1
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASS

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Contract Number / Numéro du contrat 87055-13-0275 Security Classification / Classification de sécurité UNCLASS

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	native, indiquer le niveau de sensibilité :		_ 1
9. Will the sup	native, indiquer e inveau de sensibilité. piler require access to extremely sensitive INFOSEC information or assets? pur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?		'es Dui
Short Title(s	s) of material / Titre(s) abrégé(s) du matériel : Review of PRAISE CANDU PFM code Number / Numéro du document : CNSC e-docs: Contract Request 3959162		
DOCUMENT I	RSONNEL (SUPPLIER) PARTIE B - PERSONNEL (FOURNISSEUR)	A PART OF THE PART	Sale.
10, a) Personr	nel security screening level required / Niveau de contrôle de la sécurité du personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET TOP SECRE TRÈS SECRIT	ET	
	TOP SECRET – SIGINT TRÈS SECRET – SIGINT NATO CONFIDENTIAL NATO CONFIDENTIAL NATO SECRET NATO SECRET COSMIC TRI COSMIC TRI		
	SITE ACCESS ACCES AUX EMPLACEMENTS		
144	Special comments: Commentaires spéciaux :		
in a	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fo	ourni.	
10. b) May un	REMARQUE: SI plusieurs niveaux de controle de securite sont requis, un guide de dassilication de la securite sont estat securite sont requis, un guide de dassilication de la securite sont estat securite sont requisit sont estat securite sont estat securite sont estat securite sont requisit securite securite sont requisit securite secu	1 1 1 1 V	Yes Oui
If Yes	will unscreened personnel be escorted?		Yes
Dans I'	affirmative, le personnel en question sera-t-il escorté?	L_Non L_C	Oui
Dans I'	affirmative, le personnel en question sera-t-il escorté?	Non C	
Dans I's	affirmative, le personnel en question sera-t-il escorté? FEGUARDS (SUPPLIER) PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ION / ASSETS / RENSEIGNEMENTS / BIENS	Non C	
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PART C - SA INFORMAT 11. a) Will the premis Le four CLASS	affirmative, le personnel en question sera-t-il escorté? FEGUARDS (SUPPLIER) PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ION / ASSETS / RENSEIGNEMENTS / BIENS ION SUPPLIER DE SUPPLIER DE PROTECTED AND CLASSIFIED Information or assets on its site or es? IN SUPPLIER DE SUPPLIE	No No No	Yes Oui Yes
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PART C - SA INFORMAT 11. a) Will the premise Le four CLASS 11. b) Will the Le four PRODUCTI 11. c) Will the Les inset/ou C INFORMAT 11. d) Will the conformation of the four Conformation of the	affirmative, le personnel en question sera-t-il escorté? FEGUARDS (SUPPLIER) PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) ION / ASSETS / RENSEIGNEMENTS / BIENS a supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or es? misseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou SIFIÉS? a supplier be required to safeguard COMSEC information or assets? misseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ION production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur supplier's site or premises? ION technology (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	No Non Non Non Non Non Non Non Non Non N	Yes Oui Yes Oui

TBS/SCT 350-103(2004/12)

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Gouvernement du Canada

Contract Number / Numéro du contrat 87055-13-0275

Security Classification / Classification de sécurité UNCLASS

PART C - (con	tinued)	PARTIE	C - (suite)
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des pièces jointes).

TBS/SCT 350-103(2004/12)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		PROTECED CLASSIFIED CLASSIFIÉ			NATO				COMSEC											
	A	В	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		PROTECTED PROTECE		CONFIDENTIAL	SECRET	TOP				
								B	CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SEGREY COSMIC TRÊS SEGRET	A	8	c	CONFIDENTIEL	
formation / Assets enseignements / Biena roduction					R	H	R	R	R	H	F			R	P	P				
Media / apport TI		X			H						t									
Link / en électronique																				

Lien diectronique		
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?	No Non	Yes
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.		
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?	Non	Yes
if Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée		

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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat 87055-13-0275

Security Classification / Classification de sécurité UNCLASS

PART D - AUTHORIZATION / PAR			HILL CHEST OF THE PROPERTY.		
13, Organization Project Authority / Name (print) - Nom (en lettres moul Peter Button		Title - Titre	Program Officer	Signature	Bution
Telephone No N° de téléphone 613 996 4045	Facsimile No N° d 613 992 3570		E-mail address - Adresse co peter.button@cnsc-ccs		Date 5 November 2013
14. Organization Security Authority	/ Responsable de la sé	curité de l'orga	inisme	. 0	
Name (print) - Nom (en lettres moul	lées)	Title - Titre	0.00	Signature	· B
Sylvie Bergeron	1	Perso	nnel Security Officer	Sey	eure Sergeron
Telephone No N° de téléphone 613 996-8714	Facsimile No N° d 613 995	-5044	E-mail address - Adresse co Sylvie Bergeron@		n.gc.ca 2013-11-05
 Are there additional instructions Des instructions supplémentaire 	(e.g. Security Guide, Ses (p. ex. Guide de séc	Security Classif urité, Guide de	ication Guide) attached? classification de la sécurité) s	ont-elles jointe	es? No Yes Oui
16. Procurement Officer / Agent d'a	pprovisionnement				The second second
Name (print) - Nom (en lettres meu		Title - Titre		Signature	N. V
Dan Simond		Senio-G	votracting Office	er b	Samo ,
Telephone No N° de téléphone	Facsimile No - N° 6	te télécopleur	E-mail address - Adresse	Chyc-	
17. Contracting Security Authority /	Autorité contractante e	en matière de s	écurité (csn.g	c.la
Name (print) - Nom (en lettres mou	lées)	Title - Titre		Signature	
JILL MAH	HON			C	Jui Maken
Telephone No Nº de téléphone	Facsimile No Nº o	de télécopieur	E-mail address - Adresse	courriel	Date

Jill Mahon

Contract Security Offices Contract Security Division

Jill.Mahon@tpsgc-h Tel/Tél - 613-960-0