



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

**Ground floor reception / Security**

**Attention:**

Alex Cassol, Senior Contracting Officer  
280 Slater Street  
Ottawa, ON K1P 5S9  
Canada

**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**

**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.

<b>Title: Assistance in the development of a pragmatic Defence-in-Depth evaluation method and in conduct of safety analysis reviews</b>	
<b>Solicitation no.:</b> 87055-14-0108	<b>Date:</b> June 9, 2014
<b>File No. – N° de dossier:</b> 87055-14-0108	
<b>Solicitation closes:</b> <b>July 21, 2014</b> <b>At 2 p.m. / 14 h</b>	<b>Time zone:</b> Eastern Daylight Time (EDT)
<b>Address inquiries to:</b> Alex Cassol, Senior Contracting Officer	
<b>Telephone:</b> <b>613-996-6638</b>	<b>Fax:</b> <b>613-995-5086</b>
<b>Email:</b> <a href="mailto:alex.cassol@cnsccsn.gc.ca">alex.cassol@cnsccsn.gc.ca</a>	
<b>Destination:</b> See herein	

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



## **Bid Solicitation**

### **For the Provision of**

*ASSISTANCE IN DEVELOPMENT OF A PRAGMATIC  
DEFENCE-IN-DEPTH EVALUATION METHOD  
AND IN CONDUCT OF SAFETY ANALYSIS REVIEWS*



## 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. Inquiries – Bid Solicitation
4. 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 precedent to contract award

### Part 6 – Resulting Contract Clauses

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Intellectual Property
12. Third-Party Information
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 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 – 2012-07-16 – 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* ([buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual](http://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, B and C 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 (2006) 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: one-hundred eighty (180) 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) calendar 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 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)

- 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 (216 mm x 279 mm) paper
- b) use a numbering system that corresponds to the bid solicitation

- 1.5 In April 2006, Canada issued the [Policy on Green Procurement](http://tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) ([tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html](http://tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)), which directed federal departments and agencies to incorporate environmental considerations into the procurement process. 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
- b) use an environmentally preferable format, including black and white printing instead of colour printing, printing double-sided/duplex, and staples or clips instead of cerlox, duotangs or binders

#### 1.6 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.



## 1.7 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.
- b) The financial bid **must** also include costs as follows:
  - i. a detailed cost breakdown, including fees for each resource category
  - ii. an estimate of the general expenses expected to be incurred during the performance of the work, such as equipment, materials and supplies, communication costs, travel costs, and subcontracts.

## 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 2014–15: **\$60,000**  
Fiscal year 2015–16: **\$60,000**
- 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. Any estimated level of services specified in this pricing schedule is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of effort are provided as estimates only, and must not be construed as a commitment by the CNSC to respect those estimated in any resulting contract.

No.	Resource category or description	Estimated level of effort # of days	Firm per diem rate	Total extended price
1	Expert knowledgeable on safety design, analysis, and accident management of CANDU reactors	80 days / year		\$
2				\$
3				\$
4				
<b>Total bid evaluation price</b> (Applicable Taxes are extra).				\$

Estimated travel and living expenses \$ \_\_\_\_\_

Estimated other direct expenses \$ \_\_\_\_\_



## 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.

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

The maximum funding available for the Contract resulting from the bid solicitation is \$120,000, (Applicable Taxes extra). 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

#### 2.1 Basis of Selection – Highest Combined Rating of Technical and Price (A0027T – 2012-07-16)

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 13 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 20 points.

- 2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non-responsive.



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price of \$45,000 (45).

**Basis of selection – Highest combined rating technical merit (60%) and price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall technical score</b>		115/135	89/135	92/135
<b>Bid evaluated price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical merit score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined rating</b>		83.84	75.56	80.89
<b>overall rating</b>		1st	3rd	2nd



### 3. Security Requirement

- 3.1 Before award of a contract, the following conditions must be met:
- (a) The bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract Clauses.
  - (b) The bidder's proposed individuals requiring access to classified or protected information, assets or 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.
- 3.3 For additional information on security requirements, bidders should consult "Security Requirements for PWGSC Bid Solicitations – Instructions for Bidders" ([tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31](https://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)).



## 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><b>Resource Expertise</b></p> <ul style="list-style-type: none"> <li>Minimum of 15 years' experience working in the field of nuclear safety design and analysis of the CANDU reactors</li> </ul>		
M2	<p><b>Education and experience of proposed resource/expert:</b></p> <ul style="list-style-type: none"> <li>Successfully completed 3 activities similar in size, scope and complexity in the last 5 years. References must be provided and will be validated.</li> <li>Masters or PhD degree in the field of science or engineering (undergraduate or graduate degrees) from a recognized Canadian university or an acceptable equivalent (as determined by one of the agencies referred by the Canadian Information Centre for International Credentials (CICIC)) from a foreign institution, is required.</li> </ul>		
M3	<ul style="list-style-type: none"> <li>10 or more years of experience in support of deterministic and/or probabilistic safety analysis and design of the CANDU reactors</li> </ul>		



**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>Demonstrated knowledge and experience in the application of the Defence-in-Depth principle and its application, including recent developments. The contractor is expected to possess an in-depth knowledge of the IAEA safety standards, in particular as applicable to Defence-in-Depth.</p>	<p>0 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,                      5 Points - less than 10 years but more than 4 years demonstrated experience including participation in the preparation of IAEA standards                      10 Points - more than 10 years demonstrated experience including participation in the preparation of multiple IAEA standards</p>	10	10	



R2	Demonstrated experience in conduct of the deterministic and/or probabilistic safety analyses for CANDU reactors, applying modern standards and practices	0 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 5 Points - less than 10 years but more than 4 years demonstrated experience 10 Points - more than 10 years demonstrated experience	10	5
R3	Demonstrated experience in the development and application of accident management programs, reflecting the Fukushima lessons learned	0 Points - no demonstrated experience 1 Point - less than 1 year demonstrated experience 2 Points - less than 2 years but more than 1 year demonstrated experience 4 Points - less than 3 years but more than 2 years demonstrated experience 5 Points - 3 years demonstrated experience	5	2
	<b>Total</b>		<b>25</b>	<b>17</b>



## 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

By submitting a bid, the Bidder certifies the following:

#### 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](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 – 2013-11-06)

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

## 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

1. **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.**
2. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.



4. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site (s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - (b) Industrial Security Manual (Latest Edition).
7. The contractor is solely responsible for obtaining any security clearance required for the performance of the work under this Contract.
8. 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.
3. 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.

## 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.

## 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](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](http://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 form part of the legally binding agreement between the parties.

### 3.1 General Conditions

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

- a) Replace section 27 with the following:
  - i. The contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2) the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector*, the *Treasury Board Policy on Conflict of Interest and Post-Employment*, the *CNSC Values and Ethics Code* or the *CNSC Conflict of Interest and Post-Employment*



*Policy* cannot derive any direct benefit resulting from the contract. Post-employment procedures apply to individuals who have left the public sector.

- ii. The CNSC Values and Ethics Code and CNSC Conflict of Interest and Post-Employment Policy can be found at [nuclearsafety.gc.ca/eng/about/index.cfm](http://nuclearsafety.gc.ca/eng/about/index.cfm)

### 3.2 Supplemental General Conditions

Canada to Own Intellectual Property Rights in Foreground Information (4007 – 2010-08-16 - modified), 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 March 31, 2016 inclusive.

#### 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 1 additional one-year period(s) 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 10 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:

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

Telephone: 613-996-6638  
Fax: 613-995-5086  
Email: [alex.cassol@cnsccsn.gc.ca](mailto:alex.cassol@cnsccsn.gc.ca)

2. The contracting authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the contracting authority. The contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the contracting authority.



## 5.2 Project Authority

1. The project authority for the contract is - ***To be completed at contract award:***

Name:

Title:

Canadian Nuclear Safety Commission

P.O. Box 1046, Station B

280 Slater Street

Ottawa, Ontario K1P 5S9

Canada

Telephone: 613-9xx-xxxx

Fax: 613-995-5086

Email: \_\_\_\_\_@cnscccsn.gc.ca

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

***To be completed at contract award***

Name:

Title:

Organization:

Address:

Telephone:

Fax:

Email:

## 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 in Annex B attached to this contract.

### 6.2 Method of Payment – Monthly Payment

SACC Manual clause H1008C (2008-05-12) 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 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
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](mailto: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 found in Annex B attached to this contract. The Contractor must identify the actual travel costs separately on any invoice issued pursuant to the Contract. Travel costs must be itemized by: airfare, train, car rental, personal vehicle, other transportation, accommodation, meals, incidentals, and other.
3. The contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
4. The last and final invoice under the contract shall be clearly marked "final invoice".

## 8.0 Certifications

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

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

## 9.0 Applicable Laws

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

## 10. Priority of Documents

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



- (a) the Articles of Agreement
- (b) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights
- (c) the General Conditions 2010B (2014-03-01) – General Conditions – Professional Services (Medium Complexity)
- (d) Annex A – Statement of Work
- (e) Annex B – Basis of Payment
- (f) Annex C – Security Requirements Checklist;
- (g) the contractor's bid dated \_\_\_\_\_

## 11. Intellectual Property

### 11.1 Canada to Own Intellectual Property Rights in Foreground Information (4007 – 2010-08-16 - modified)

- 1. Supplemental General Conditions 4007 shall form part of the contract.
- 2. The CNSC has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada, for the following reason:
  - a) where the main purpose of the Crown procurement contract, or of the deliverables contracted for, is:
    - i. to generate knowledge and information for public dissemination

### 11.2 Publication Rights (K3053C – 2008-05-12)

- 1. In this section,
  - (a) "copyright work" means any work in which a copyright may subsist, produced in or as a result of performing the Contract;
  - (b) "publication" or "publish" do not include disclosure to an academic supervisor or appraiser, for the sole purpose of academic evaluation.
- 2. Canada grants to the contractor and to the author a royalty-free non-exclusive license to publish or have published any copyright work in the course of the normal dissemination of knowledge in the subject field. The contractor or the author must not however publish or have published any copyright work during the performance of the contract or for a period of \_\_\_\_ ( ) \_\_\_\_ (*insert the number of days, months or years*) after without obtaining before the written consent of Canada.
- 3. Any copyright work published by or on behalf of the contractor or the author must acknowledge that the work was performed under the contract with Canada, unless specified otherwise by Canada.

### 11.3 License to Intellectual Property Rights in Foreground Information (K3305C – 2008-05-12)

- 1. Subject to subsection 2, if the contractor wishes to make use of the foreground information for purposes of its commercial exploitation or further development, the contractor may make a written request for a license to the CNSC. Such a request should be made within thirty (30) working days following the performance of the work. 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. If the request is refused the response must provide an explanation for the refusal. If the CNSC agrees to grant the license, it will be on conditions to be negotiated between the contractor and the CNSC.



- When the work under the contract involves the preparation of a database or other compilation using information or data supplied by the CNSC, or personal information (as this term is defined in the *Privacy Act*, R.S.C, 1985, c. P-21) collected by the contractor as part of the work, then the license referred to in subsection 1 will be restricted to the intellectual property rights in foreground information that are capable of being exploited without the use of such information or data or personal information.

#### **11.4 No Right for Contractor to Sub-License (K3310C – 2008-05-12)**

The contractor does not have the right to sub-license or otherwise authorize any party to exercise any of the intellectual property rights in the foreground information.

#### **11.5 License to Intellectual Property Rights in Canada-owned Information (K3315C –2008-05-12 – modified)**

If the contractor wishes to make use of certain Canada-owned information for purposes of the commercial exploitation or further development of the foreground information licensed to the contractor, the contractor may make a written request to the CNSC for a licence to exercise the required intellectual property rights in such Canada-owned information. The contractor must give the CNSC an explanation as to why such a license is required. The CNSC must respond in writing to any request for such a licence within a reasonable period of time. If the CNSC agrees to grant such a licence, it will be on conditions to be negotiated between the contractor and the CNSC. It is understood that those conditions may include payment of compensation to Canada.

### **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.

### **13. 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.

### **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.
- 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 working days unless resolved earlier. The parties may agree to an extension of this 20 working 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 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 calendar 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](mailto:boa.opo@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)**

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

### 1. Background

The Canadian Nuclear Safety Commission (CNSC) is an independent agency of the Government of Canada that acts as the nuclear energy and materials watchdog in Canada. CNSC regulates the use of nuclear energy and materials and ensures that Canada's international commitments on the peaceful use of nuclear energy are respected.

The Reactor Behaviour Division (RBD) is seeking a contractor to assist and support the CNSC when requested with the following planned activities:

- development of regulatory requirements and guidance, in particular with respect to the interpretation, adaptation and application of Defence-in-Depth (DiD) approach to maintain and strengthen safety of nuclear installations
- evaluations of safety analysis programs implemented by the licensees of operating power reactors
- support in evaluation of accident management programs as being modified in response to the Fukushima accident lessons learnt.

The importance of these activities is reflected through a recommendation made in the Nuclear Energy Agency (NEA) report "The Fukushima Daiichi Nuclear Power Plant Accident" which calls for guidance from regulatory authorities in each country on the application of DiD in such areas as:

- prevention and mitigation at each level of DiD
- to ensure that actions taken and resources relied upon at one level of DiD can be made independent from the other levels
- to minimise the potential for common-cause failures propagating from one level to another

### 2. Objectives

To acquire the services of a highly qualified contractor to assist RBD staff in delivering its mandate.

### 3. Scope

The scope of work includes:

- participation in development of a regulatory approach for assessing nuclear power plant Defence-in-Depth provisions
  - reviewing existing guidance by IAEA and other international organizations
  - review of evolution of the DiD principle since its conception and use of DiD in other industries
  - summarizing existing Canadian and international practices for defining, and maintaining DiD
  - developing a proposal for a pragmatic, risk-informed approach for evaluation of the DiD
  - addressing stakeholder comments and input
  - providing recommendations for conduct of specific evaluation of Defence-in-Depth as implemented at the Canadian NPP
- assistance in evaluations of licensees' safety analysis programs
  - contributing to the evaluation of best practices and available guidance for safety analysis programs
  - development of formal evaluation procedures
  - supporting planning and conduct of safety analysis evaluations
  - preparation of reports and recommendations
- support in evaluation of accident management programs
  - review of accident management enhancement activities in response to the Fukushima accident lessons learned
  - support in development of CNSC guidance related to accident management
- participation in desktop reviews of accident analyses and preparation of technical recommendations.



#### 4. Tasks

Tasks to be conducted in support of the activities outlined in the scope of work will be further specified by the CNSC Project Authority in accordance with the operational plans of the Division.

#### 5. Deliverables

##### 5.1 Start-up Meeting

Date: two week following signing of the contract

Location: The CNSC Head Office, Ottawa, or by video/teleconferencing.

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

##### 5.2 Progress reports

Dates: First Monday of each month (or next suitable day)

Location(s): electronic copies of progress reports are to be sent to Project Authority by e-mail

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

##### 5.3 Draft Final Report: Consolidation of progress reports and assessment reports (if any)

Date: two months before the project completion

Copies: One, to be sent to CNSC by email

Format and style requirements: To be specified by the CNSC Representative.

##### 5.8 Presentation

Date: One month before the project completion

Location: The CNSC Head Office, Ottawa.

Purpose: To present project results to RBD staff

##### 5.9 Final Report: Consolidation of progress reports and assessment reports (if any)

Date: two weeks prior to the project completion

Copies: One electronic copy to the CNSC Project Manager.

Format & style requirements: Electronic copies must be provided in a format readable by MS Word with minor formatting changes. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the contractor for correction. The CNSC reserves the right, at its own discretion, to have the final report printed under CNSC cover, and to distribute it publicly. Translation of the abstract into French or English, CNSC report covers and the publication number, if necessary, will be provided by the CNSC.



**Annex B – Basis of Payment**

**1.0 Basis of Payment – Firm Per Diem Rates (C0214C – 2013-04-25 – modified)**

**1.1 Professional Fees**

The contractor will be paid firm hourly rates rates as follows, for work performed in accordance with the contract. Customs duties are included and Applicable Taxes are extra.

Category	Name (if applicable)	Firm per diem rate
		\$

**Estimated cost: \$** \_\_\_\_\_

Time worked that is more or less than a day shall be prorated to reflect the actual time worked, in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{firm per-diem rate}}{7.5 \text{ hours}}$$

**1.2 Travel and Living Expenses**

1. 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 contracting 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.

**Estimated cost: \$** \_\_\_\_\_

**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.

**Estimated cost: \$** \_\_\_\_\_

**1.4 Ceiling Price (C1200C – 2013-04-25 – 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 the basis of payment above, to a ceiling price of \$120,000. Customs duties are included and Applicable Taxes are extra.



2. The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the work and computed in accordance with the basis of payment.

**1.5 Limitation of Price (C6000C – 2011-05-16)**

The CNSC 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.

**1.6 Option to Extend the Contract**

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

Category	Name (if applicable)	Firm per diem rates
		\$

**Estimated cost: \$** \_\_\_\_\_



**Annex C – Security Requirements Checklist  
(Provided under Separate Cover)**



Contract Number / Numéro du contrat <b>87055-14-0108</b>
Security Classification / Classification de sécurité Unclassified

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Finance & Administration
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Assistance in development of regulatory positions and review guidance on deterministic safety analysis and defence-in-depth evaluations.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |
- Special comments:  
 Commentaires spéciaux : \_\_\_\_\_
- 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 fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

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 ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No /  Yes  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non /  Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez 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?  No /  Yes  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non /  Oui

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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat <b>87055-14-0108</b>
Security Classification / Classification de sécurité Unclassified

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) A. Viktorov	Title - Titre Director	Signature	
Telephone No. - N° de téléphone 613-947-7767	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alex.viktorov@cnscccsn.gc.ca	Date February 20, 2014

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Sylvie Bergeron	Title - Titre Personnel Security Officer	Signature	
Telephone No. - N° de téléphone 613-996-8714	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sylvie.bergeron@cnscccsn.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non     Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date