

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

Ground Floor Reception/Security

Attention:
Alex Cassol
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Ottawa, Ontario
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BID SOLICITATION

Proposal To: Canadian Nuclear Safety Commission

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

Instructions: See Herein

Supplier Name and address

**Issuing Office:
Canadian Nuclear Safety Commission (CNSC)**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

BEFORE SUBMITTING A BID, FOREIGN-BASED BIDDERS MUST CONTACT THE CONTRACTING AUTHORITY NOT 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 (CISD) MAY NOT BE ABLE TO OBTAIN THE REQUIRED SECURITY CLEARANCE(S) AND AS A RESULT MAY NOT BE ELIGIBLE FOR AWARD OF THE CONTRACT.

Title: Research Project R563.1 - Evaluation of Probabilistic leak-before-break methodologies for the CNSC		
Solicitation No. 87055-14-0114	Date June 17 , 2014	
File No. – N° de dossier 87055-14-0114		
Solicitation Closes July 28, 2014 At 02 :00 PM / 14 h		Time Zone Eastern Standard Time (EST)
Address Inquiries to : Alex Cassol, Senior Contracting Officer		
Telephone No. (613) 996-6638	Fax No. (613) 995-5086	
E-mail: alex.cassol@cnscccsn.gc.ca		
Destination: See Herein		

Delivery required	Delivered Offered
Supplier Name and address :	
Facsimile No.	
Telephone No.	
Name and title of person authorized to sign on behalf of Supplier (type or print)	
Signature	Date

BID SOLICITATION

FOR THE PROVISION OF

**Research Project R563.1 – Evaluation of Probabilistic
leak-before-break Methodologies for CANDU Pressure
Tubes for the CNSC**

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PART 1 - GENERAL INFORMATION

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

1. Security Requirement

There is 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 [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties.

1.2 The Annexes “A”. “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 March 2, 2012 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) Delete subsection 1. of section 08: Transmission by Facsimile, in its entirety;
- f) 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.

- g) 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.

- h) 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 four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the enquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

4. Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.
- 1.2 The CNSC requests that bidders provide copies of their bid in separately bound envelopes, as follows:
- Section I: Technical Bid (three hard copies)
- Section II: Financial Bid (Two 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 the format instructions described below in the preparation of their bid:
- a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - b) use a numbering system that corresponds to the bid solicitation.
- 1.5 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 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 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.
- b) The bidder's price in response to this RFP and resulting contract must include all overhead, general and administrative costs and profit. The estimated Travel Expenses and Other Direct Expenses shall be expressed separately.

1.8 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 efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.

Firm All Inclusive Price for each milestone:

Milestone	Delivery Date	Firm Price
Interim Findings Report 1	To be mutually agreed upon at contract award	\$
Interim Findings Report 2	To be mutually agreed upon at contract award	\$
Interim Findings Report 3	To be mutually agreed upon at contract award	\$
Upon CNSC Acceptance of Final Report (del 5.5)	To be mutually agreed upon at contract award	\$
Total bid evaluation Price		\$

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 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)

- a) The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs duties and excise taxes included.
- b) For each bid that has progressed to Stage 3, the CNSC will open the financial bid envelope.
- c) For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- d) Any estimated level of services specified in the pricing schedule detailed in Attachment 1 to Part 3 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 efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.

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

The maximum funding available for the Contract resulting from the bid solicitation is \$160,000.00, 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

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. obtain the required minimum of 75% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non responsive.

3. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

3. Security Requirement

IMPORTANT NOTE: THE FOLLOWING SECURITY CLAUSE APPLIES TO CANADIAN BIDDERS ONLY. BEFORE SUBMITTING A BID, FOREIGN BIDDERS MUST CONTACT THE CONTRACTING AUTHORITY NOT 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 INTERNATIONAL INDUSTRIAL SECURITY DIRECTORATE (IISD) MAY NOT BE ABLE TO OBTAIN THE REQUIRED SECURITY CLEARANCE(S) AND AS A RESULT MAY NOT BE ELIGIBLE FOR AWARD OF THE CONTRACT.

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.
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. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Website.

ATTACHMENT 1 TO PART 4 Evaluation Procedures

1. Point-Rated Technical Criteria

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

2. Evaluation Criteria

R1 Understanding of scope and objectives

The Bidder should include a short introduction with a brief evaluation of the need for the project, the objectives of the proposed Work, the reasons for carrying it out as proposed and the benefits to be derived.

R2 Recognition of problems and solutions proposed

The Bidder should state any major difficulties that are anticipated and explain how it would address these difficulties.

R3 Proposed work feasibility, approach and methodology

The Bidder should clearly outline its approach and proposed methodology to meet the requirement as well as the degree of success expected. The proposed approach is to be compliant with the requirements of the Statement of Work provided as part of the RFP. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it.

R4 Adequacy of work plan, level of effort (per person/task) and schedule

The bidder must include a description of specific tasks and deliverables, the level of effort (per person, per task) in days or hours, and the proposed schedule for completion or delivery. This information is to be included in the Management/Technical Proposal and not the Cost Proposal.

R5 Proposed management of the project and the qualifications and relevant experience of the Project Manager, including position within the organization

The Bidder should identify the Project Manager who will be assigned to this requirement, demonstrating position within organization, experience, education, and qualifications. His/her curriculum vitae must also be included.

R6 Key personnel capability - relevant experience, qualifications and competence proven by similar and/or related work

The Bidder should identify the proposed resources (included subcontractors) and demonstrate their experience, education, and qualifications. Their curriculum vitae must also be included.

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, 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 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.

3. Detailed Scoring Grid

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	The bidder shall demonstrate their depth of understanding of the objective and scope.	<p>0 Points - incorrect understanding of scope and objective</p> <p>1 Point – given verbatim from RFP and understanding is not fully demonstrated</p> <p>3 Points - good understanding of scope and objectives</p> <p>5 Points - in-depth understanding of scope and objective fully demonstrated</p>	10		
R2	The bidder should identify potential major problems and/or difficulties that could affect the outcome of the work and address how these will be resolved	<p>0 Points - fails to identify any potential problems</p> <p>1 Point - 1 to 2 major difficulties identified; proposed solutions will not adequately resolve all</p> <p>2 Points - 1 to 2 major difficulties identified; proposed solutions adequately resolve</p> <p>3 Points - 3 to 4 major difficulties identified; proposed solutions will not adequately resolve all</p> <p>4 Points - 3 to 4 major difficulties identified; proposed solutions adequately resolve all</p> <p>5 Points - 5 or more difficulties identified, proposed solutions are innovative</p>	10		

R3	The bidder shall outline their approach and proposed methodology to meet the requirements as well as demonstrate the level of success.	0 Points - not addressed in proposal 1 Points - approach and methodology does not expand from RFP 3 Points - approach and methodology address the RFP requirements with adequate level of success 5 Points - approach and methodology address the RFP requirements with high level of success	10		
R4	The bidder shall provide a detailed work plan which includes a list of tasks and deliverables. The work plan should identify: 1) tasks beyond RFP; 2) proposed resource(s) for each task, 3) level of effort for each resource, 4) level of effort for each task, and 5) proposed schedule.	<u>Work Plan/ Tasks to be Performed</u> 0 Points - not addressed in proposal 1 Point - list of tasks and deliverables beyond details stated in RFP 1 Point - one or more resources are proposed for each task 2 Points - level of effort for each resource is proposed 2 Points - level of effort for each task is proposed 1 Point - proposed schedule conforms with RFP or alternate schedule is proposed with rationale <u>Level of Effort</u> 0 Points - not addressed in proposal or work performed by junior level personnel 4 Points - adequate total level of effort, critical work performed by appropriate mix of junior/senior personnel 8 Points - adequate total level of effort; critical work performed by personnel with senior level experience	15		
R5	The Bidder should identify the Project Manager who will be assigned to this requirement, demonstrating position with organization, experience, education, and qualifications. His/her curriculum vitae should also be included.	<u>Experience</u> 0 Points - no project management experience; experience not demonstrated in proposal 1 Point - 2 to 4 years project management experience 3 Points - 5+ years project management experience <u>Education</u> 0 Points - no formal project management training 1/2 Point - formal project management	10		

		<p>training 1 Point - PMP Certified, MBA <u>Qualifications</u> 0 Points - not addressed 1 Point - 2 to 4 successful projects as project manager 2 Points - 5+ successful projects as project manager <u>Position</u> 0 Points - not addressed 1 Point - no authority to (re)direct resources 3 Points - authority to (re)direct resources <u>Other</u> 1 Point - project management experience in related/relevant nuclear area</p>			
<p>For the specific experience identified in 6.1 through 6.3 please note that the main resource 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 $(3+5)/2 = 4$)</p>					
R6.1	The proposed resource(s) shall have demonstrated expertise in probabilistic leak-before-break assessments or probabilistic structural assessment methodologies for nuclear applications.	<p>0 Points – no demonstrated experience 1 Point – less than 2 years demonstrated experience 2 Points – greater than or equal to 2 and less than 4 years experience 3 Points – greater than or equal to 4 and less than 7 years experience 4 Points – greater than or equal to 7 and less than 10 years experience 5 Points – 10 or more years demonstrated experience</p>	15		
R6.2	The proposed resource(s) shall have demonstrated expertise in fracture toughness and other properties of zirconium alloys.	<p>0 Points – no demonstrated experience 1 Point – less than 2 years demonstrated experience 2 Points – greater than or equal to 2 and less than 4 years experience 3 Points – greater than or equal to 4 and less than 7 years experience 4 Points – greater than or equal to 7 and less than 10 years experience 5 Points – 10 or more years demonstrated experience</p>	10		

R6.3	<p>The bidder shall identify one resource from the project team that has authored or co-authored peer-reviewed publications in international journals relevant to the objectives and scope of this study.</p> <p>Note: referring bid evaluators to assess publications in a curriculum vitae will not be considered.</p>	<p>0 Points – no publications relevant to the requirement 1 Point – 1 to 3 publications relevant to the requirement 2 Points – 4 to 6 publications relevant to the requirement 3 Points – 7 to 9 publications relevant to the requirement 4 Points – 10 to 12 publications relevant to the requirement 5 Points – greater than 12 publications relevant to the requirement</p>	10		
R7	<p>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.</p>	<p>0 Points- not addressed in proposal 1 Point - reporting structure not defined 2 Points - Defined reporting structure, proposed team have no prior experience working together 3 Points - Well defined reporting structure; proposed term 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)</p>	5		
R8	<p>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.</p>	<p>0 Points- not addressed in proposal 1 Point - bidder/subcontractor has experience with 1 to 2 successful prior relevant projects 3 Points - bidder/subcontractor has experience with 3 to 4 successful prior relevant projects 5 Points - bidder/subcontractor are well known in field of study with 5+ successful prior relevant projects</p>	5		
Total			100		

PART 5 – CERTIFICATIONS

1. Bidders must provide the required certifications and related documentation to be awarded a contract. The CNSC will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.
2. Compliance with the certifications bidders provide to Canada 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 at contract award

- 4.1 Bidders must submit the following duly completed certifications at contract award.

4.2 Federal Contractors Program – Over \$25,000 and below \$200,000 (A3031T – 2010-08-16)

1. Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the [Government Contracts Regulations](#), SOR/87-402.
2. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows:

4. Further information on the [FCP](#) is available on the HRSDC Web site.

4.3 Former Public Servant Certification (A3025T – 2013-04-25)

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.

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](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction 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.

4.4 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.

4.5 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.

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

IMPORTANT NOTE: THE FOLLOWING SECURITY CLAUSE APPLIES TO CANADIAN BIDDERS/CONTRACTORS ONLY. BEFORE SUBMITTING A BID, FOREIGN BIDDERS MUST CONTACT THE CONTRACTING AUTHORITY NOT 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 INTERNATIONAL INDUSTRIAL SECURITY DIRECTORATE (IISD) MAY NOT BE ABLE TO OBTAIN THE REQUIRED SECURITY CLEARANCE(S) AND AS A RESULT MAY NOT BE ELIGIBLE FOR AWARD OF THE CONTRACT.

- 14.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 14.2 The Contractor 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.
- 14.3 The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 14.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

14.5 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).

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".

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

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

3.1 General Conditions

2010B 2012-03-02, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. The following change is made:

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

3.2 Supplemental General Conditions

4006 - 2010-08-16, 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 January 31, 2015 inclusive.

5.0 Authorities

5.1 Contracting Authority

1. The Contracting Authority for the Contract is:

Name: Alex Cassol
Title: Senior Contracting Officer
Canadian Nuclear Safety Commission
Contracting and Administration Division
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario
Canada
K1P 5S9

Telephone: 613-996-6638
Facsimile: 613-995-5086
E-mail address: alex.cassol@cnscccsn.gc.ca

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

5.2 Project Authority

1. The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

2. The Project Authority is the representative of the CNSC and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

6.0 Payment

6.1 Basis of Payment

For the satisfactory performance of the contract, the contractor shall be paid in accordance with the basis of payment, which is found in Annex B attached to this contract.

6.2 Method of Payment - Milestones

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

6.3 Travel and Living Expenses

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".

1. All travel must have the prior authorization of the contracting authority. All payments are subject to government audit.
2. In accordance with the Treasury Board Special Travel Authorities, only original receipts will be accepted for travel-related expenses.

6.4 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: \$ _____

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

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

7.0 Invoicing Instructions

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

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

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

8.0 Certifications

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

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

9.0 Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the Supplemental General Conditions 4006 - 2010-08-16 – Contractor to Own Intellectual Property Rights in Foreground information;
- (c) the General Conditions 2010B - 2012-03-02 - General Conditions – Professional Services (Medium Complexity)
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Checklist (SRCL)

11. Intellectual Property

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

1. Supplemental General Conditions 4006 shall form part of the contract.

12. Third Party Information

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

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

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

14. Dispute Resolution

1. The parties must first attempt to resolve disputes arising in connection with this Contract through direct good faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working day period upon agreement in writing by each party.
2. All disputes, questions or differences arising in connection with this Contract which cannot be resolved by the parties as set out in subsection 1 shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least 20 days unless resolved earlier. The parties may agree to an extension of this 20 day period upon agreement in writing by each party.
3. All disputes, questions or differences arising in connection with this Contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 2. shall be finally settled by binding arbitration.
4. The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
5. The arbitration shall be in accordance with the Commercial Arbitration Act, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
6. The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
7. This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this Article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.

ANNEX "A" STATEMENT OF WORK

1. Background

The CANDU industry in Canada has successfully demonstrated LBB for pressure tubes using deterministic methodologies for decades; however, fracture toughness properties of the pressure tubes downgraded by an increase in hydrogen concentration challenges current assessments. The deterministic approach is supported by fracture mechanics methodologies with experimentally determined material toughness properties. Leak-Before-Break must be demonstrated for pressure tubes in operating CANDU reactors with hydrogen concentration above the terminal solid solubility of hydrogen dissolution at a sustained temperature. The primary focus is pressure tube failure from a volumetric flaw after crack initiation and subcritical crack growth by Delayed Hydride Cracking (DHC) at the operating temperature.

In response to assessed limitations in the current LBB approach, a new probabilistic LBB framework consisting of Level 1 and Level 2 methodologies has been proposed by the CANDU industry. Even though the probabilistic approach is permitted by CSA Standard N285.8-10, the probabilistic LBB methodology has yet to be accepted by the Canadian Nuclear Safety Commission. Similarly, other nuclear regulators have yet to accept the probabilistic LBB methodologies.

2. Objectives

The objective of this project is to obtain an independent third-party assessment of the industry-proposed probabilistic leak-before-break Level 1 and Level 2 methodologies.

3. Scope

- 3.1 The contractor shall review the proposed probabilistic LBB Level 1 and Level 2 methodologies and assess whether they are technically adequate, meeting current technical standards and knowledge.
- 3.2 The contractor shall develop a modeling tool and carry out numerical simulations, sensitivity and results uncertainty analyses from probabilistic LBB analysis using Level 1 methodology. The modeling tool shall perform independent numerical simulations using a probabilistic leak-before-break Level 1 method using provided input data. The contractor shall demonstrate the tool meets quality assurance standards relevant to software development.

4. Tasks

- 4.1 Review the technical basis of Level 1 Probabilistic Leak-Before-Break methodology proposed by the CANDU industry (COG report No. COG-JP-4363-V285 - 79 pages). Based on the review, assess whether the method is technically adequate and meets current technical standards and knowledge. Identify problematic assumptions and uncertainties in the results from the Level 1 methodology.
- 4.2 Based on the review of COG Report No. COG-JP-4363-V285, answer the following questions:
 - a. What are the gains of the Level 1 probabilistic LBB methodology?
 - b. What are the shortcomings of the Level 1 probabilistic LBB methodology?
- 4.3 Review the technical basis of Level 2 Probabilistic Leak-Before-Break methodology proposed by the CANDU industry (COG Report No. COG-JP-4363-V147 - 34 pages). Based on the review, assess whether the method is technically adequate and meets current technical standards and knowledge. Identify problematic assumptions and uncertainties in the results from the Level 2 methodology.

Note: Bidders should make a request to the Contracting Authority for the relevant publically available document for the purpose of bid preparation. The COG reports will be made available to the winning bidder at contract award, once the security requirements have been met. A non-disclosure agreement will also be required at that time.

- 4.4 Based on the review of COG Report No. COG-JP-4363-V147, answer the following questions:
- What are the gains of the Level 2 probabilistic LBB methodology?
 - What are the shortcomings of the Level 2 probabilistic LBB methodology?
 - What are the differences between Level 1 and Level 2 probabilistic LBB methodologies?
- 4.5 Develop a modeling tool to carry out independent analyses based on the technical basis documents reviewed earlier. Using the modeling tool, perform a detailed assessment of the probabilistic leak-before-break Level 1 methodology and include the following:
- Independent numerical simulations using a probabilistic leak-before-break Level 1 method using provided input data.
 - Evaluation of the procedures and equations used to calculate probabilities of pressure tube rupture for a given evaluation period.
 - Considerations for aleatory and epistemic uncertainties in input parameters and account for the impact of the different classifications of uncertainty on the results of the simulations.
 - Uncertainties in input parameters and calculated results, and their considerations in acceptance criteria.
 - Inter-dependence or cross-correlation of the parameters used in Monte Carlo simulations.

5. Deliverables

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

Deliverables

5.1 Start-up Meeting

Date: Within two 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 above purpose in mind.

5.2 Progress Meetings

Dates: Bi-Monthly

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

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

5.3 Interim Findings Report 1

The Interim Findings Report shall address the completion of Tasks 4.1 and 4.2. The report shall also include the following:

- A table of contents.
- Preliminary conclusions and recommendations.

Due Date: Two (2) months after contract award

Copies: One electronic copy via email to the Project Authority

Format and style requirements: As specified in the Final Report.

5.4 Interim Findings Report 2

The Interim Findings Report shall address the completion of Tasks 4.3 and 4.4. The report shall also include the following:

- A table of contents.
- Preliminary conclusions and recommendations.

Due Date: Three and one half (3.5) months after contract award

Copies: One electronic copy via email to the Project Authority

Format and style requirements: As specified in the Final Report.

5.5 Work Plan

The Work Plan shall provide a detailed plan for Level 1 LBB analytical tool development and analysis.

Due Date: Four (4) months after contract award

Copies: One electronic copy via email to the Project Authority

5.6 Interim Findings Report 3

The Interim Findings Report shall address the work in-progress for Task 4.5. The report shall also include the following:

- A table of contents.
- Preliminary conclusions and recommendations.
- Evidence of software compliance with quality assurance principles.

Due Date: Nine (9) months after contract award

Copies: One electronic copy via email to the Project Authority

Format and style requirements: As specified in the Final Report.

5.7 Seminar

Due Date: Thirteen (13) months after contract award

Location: The CNSC Head Office, Ottawa

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

5.8 Final Report, modeling tool and modeling tool user guide (subject to CNSC acceptance)

The Final Report shall address the work performed and the completion of Tasks 4.1 to 4.5. 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.
- A dedicated section that summarizes the conclusions of each task.

The modeling tool software along with the user guide shall be submitted at the time of Final Report submission.

Due Date: Fourteen (14) months after contract award

Copies: The contractor shall submit the Final Report in a format compatible with Microsoft Word 2010. The contractor shall also submit the Final Report in PDF format.

Format & style requirements:

The font Times New Roman 12 is to be used. 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 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 do not assume liability with respect to any damage or loss incurred as a result of the use made of the information contained in this publication.

ANNEX "B"
BASIS OF PAYMENT

1.0 Basis of Payment – Firm Price – Milestones

1.1 Milestone Schedule

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

Milestone	Delivery Date	Firm Price
Interim Findings Report 1	To be mutually agreed upon at contract award	\$
Interim Findings Report 2	To be mutually agreed upon at contract award	\$
Interim Findings Report 3	To be mutually agreed upon at contract award	\$
Upon CNSC Acceptance of Final Report (del 5.5)	To be mutually agreed upon at contract award	\$
Total Firm Price		\$

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.

ANNEX "C"

Security Requirements Checklist



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 87055-13-0260
Security Classification / Classification de sécurité UNCLASSIFIED

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Canadian Nuclear Safety Commission Ministère ou organisme gouvernemental d'origine / Commission canadienne de sûreté nucléaire	2. Branch or Directorate / Direction générale ou Direction
--	--

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
A subject matter expert is being sought to review and assess two proprietary documents, published by the CANDU Owners Group. Inadvertent release of the proprietary documents do not pose a national risk.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non 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) No / Non 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. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non 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"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> 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 <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC 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"/>	
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non 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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non 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 COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET-SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES	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? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non 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? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non 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? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non 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? No Yes
 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? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui

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	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**