



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

Ground floor reception / Security

Attention:

Marielle Prince
Contracting Officer
280 Slater Street
Ottawa, Ontario 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:

Canadian Nuclear Safety Commission

THIS DOCUMENT CONTAINS NO SECURITY REQUIREMENT

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Title: Assessing regulatory requirements and guidelines for the Single Failure (Research Project R557.1)	
Solicitation no.: 87055-14-0254	Date: October 17, 2014
File No. – N° de dossier: 87055-14-0254	
Solicitation closes: At 2 p.m. / 14 h November 28, 2014	Time zone: Eastern Standard Time (EST)
Address inquiries to: Marielle.prince@cnsccsn.gc.ca	
Telephone: 613-996-6747	Fax: 613-995-5086
Email: Marielle.prince@cnsccsn.gc.ca	
Destination: See herein	

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



Bid Solicitation

For the Provision of

Assessing regulatory requirements and guidelines for the Single Failure (Research Project R557.1)



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PART 1 – GENERAL INFORMATION

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

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The work to be performed is detailed in Annex A attached to this contract.

3. Debriefings

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



PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions (A0000T – 2012-07-16 – 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](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 1.2 Annexes A, 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 (2014-09-25) are incorporated by reference into and form part of the bid solicitation. The following changes are made:
- a) Replace references to “Canada” and “Public Works and Government Services Canada” (or “PWGSC”) with “Canadian Nuclear Safety Commission” (CNSC).
 - b) Delete subsections 4 and 5 of section 01: Code of Conduct and Certifications – Bid.
 - c) Delete section 02 in its entirety.
 - d) Revise subsection 2d of section 5, Submission of Bids, to read:

“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.
 - e) Revise subsection 4 of section 5, Submission of Bids, as follows:

Delete: sixty (60) days
Insert: ninety (90) days
 - f) Delete subsection 1. of section 8, Transmission by Facsimile, in its entirety.
 - g) Delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:

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

Additionally, bidders shall take note that once awarded, the performance of the contractor during and upon completion of the work shall be evaluated by the CNSC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the contractor's performance be considered unsatisfactory, the contractor may be declared ineligible for future CNSC contracts.
 - h) Add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work



- i. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.
 - ii. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.
- i) Delete subsection 2 of section 20, Further Information, in its entirety.

2. Submission of Bids

Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the bid solicitation.

3. Inquiries – Bid Solicitation

- 3.1 All inquiries must be submitted in writing to the contracting authority **no later than five (5) 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 (3 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (1 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](https://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) ([tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html](https://www.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 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.
3. Firm all-inclusive price for each deliverable:

Deliverables	Delivery date	Firm price
1) Initial findings Report	3 months after contract award	\$
2) Final Report	6 months after contract award	\$
Total bid evaluation price (Applicable Taxes are extra).		\$

4. The bidder may propose a different deliverables schedule in the bid; however, all payments must be linked to specific deliverables with at least 20 percent reserved for final payment.



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 \$45,000.00, (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 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; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of **75 points overall** 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 (a) or (b) or (c) will be declared non responsive. 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. In the event of a tie, the bid with the lowest price will prevail.

(a) **Budget (if highest rated)**

The maximum funding available for the Contract resulting from the bid solicitation is **\$45,000.00** (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

(b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

3. Security Requirement

There is no security requirement associated with the requirement.



Attachment 1 to Part 4 – Evaluation Procedures

1. Point-Rated Technical Criteria

1.1 Any bid 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.

1.2 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	Weight Factor	Bidder's cross-reference to proposal
R1	The bidder should demonstrate their depth of understanding of the objective and scope.	0 Points – incorrect understanding of scope and objective 1 Point – given verbatim from RFP and understanding is not fully demonstrated 3 Points – good understanding of scope and objectives 5 Points – in-depth understanding of scope and objective fully demonstrated	10	X 2	
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.	0 Points – fails to identify any potential problems 1 Point – 1 to 2 major difficulties identified; proposed solutions will not adequately resolve all 2 Points – 1 to 2 major difficulties identified; proposed solutions adequately resolve 3 Points – 3 to 4 major difficulties identified; proposed solutions will not adequately resolve all 4 Points – 3 to 4 major difficulties identified; proposed solutions adequately resolve all 5 Points – 5 or more major difficulties identified, proposed solutions adequately resolve all	10	X 2	



<p>R3</p>	<p>The Bidder should outline their approach and proposed methodology to meet the research requirements as well as demonstrate the level of success.</p>	<p>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</p>	<p>10</p>	<p>X 2</p>	
<p>R4</p>	<p>The bidder should provide a detailed work plan which includes a list of tasks and deliverables. The work plan should identify the: 1) assigned resource for each task, 2) level of effort per task, 3) level of effort of each resource per task, and 4) proposed schedule.</p>	<p><u>Work Plan</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</p> <p><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</p>	<p>15</p>	<p>X 1</p>	



R5	<p>The Bidder should identify the Project Manager that will be assigned to this requirement, demonstrating position within organization, experience, education, and qualifications. His/her curriculum vitae should also be included.</p>	<p><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</p> <p><u>Education</u> 0 Points – no formal project management training 1/2 Point – formal project management training 1 Point – PMP Certified or MBA</p> <p><u>Qualifications</u> 0 Points – not addressed 1 Point – 2 to 4 successful projects as project manager 2 Points – 5+ successful projects as project manager</p> <p><u>Position</u> 0 Points – not addressed 1 Point – no authority to (re)direct resources 3 Points – authority to (re)direct resources</p> <p><u>Other</u> 1 Point – project management experience in related/nuclear area</p>	15	X 1.5	
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For 6.1, 6.2 and 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.

<p>R6.1</p>	<p>Expertise with deterministic safety analysis for nuclear power plants.</p>	<p>0 Points – less than 2 years of demonstrated experience or no experience 1 Point – greater than or equal to 2 and less than 4 years of demonstrated experience 2 Points – greater than or equal to 4 and less than 8 years of demonstrated experience 3 Points – greater than or equal to 8 and less than 12 years of demonstrated experience 4 Points – greater than or equal to 12 and less than 15 years of demonstrated experience 5 Points – 15 or more years of demonstrated experience</p>	<p>15</p>	<p>X 3</p>	
<p>R6.2</p>	<p>Design experience and/or engineering support experience for nuclear power plant applications.</p>	<p>0 Points – less than 3 years of demonstrated experience or no experience 1 Point – greater than or equal to 3 and less than 8 years of demonstrated experience 3 Points – greater than or equal to 8 and less than 15 years of demonstrated experience 5 Points – 15 or more years of demonstrated experience</p>	<p>15</p>	<p>X 3</p>	



R6.3	Participation in nuclear standards development relating to nuclear power plant design.	<p>0 Points – less than 3 years of demonstrated experience or no experience</p> <p>1 Point – greater than or equal to 3 and less than 8 years of demonstrated experience</p> <p>3 Points – greater than or equal to 8 and less than 15 years of demonstrated experience</p> <p>5 Points – 15 or more years of demonstrated experience</p>	5	X 1	
R7	The Bidder should include a description of the team, the reporting structure, major subcontractors as applicable, as well as the competence, previous experience and ability of the proposed team to complete the Work.	<p>0 Points – not addressed in proposal</p> <p>1 Point – reporting structure not defined</p> <p>2 Points – defined reporting structure; proposed team have no apparent experience working together</p> <p>3 Points – well defined reporting structure; proposed team have prior experience working together (<u>less</u> than 2 projects)</p> <p>5 Points – well defined reporting structure; proposed team have prior experience working together (<u>more</u> than 2 projects)</p>	5	X 1	
	TOTAL POINTS (minimum of 75 points required)		100		



PART 5 – CERTIFICATIONS

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

4. Certification Required With the Bid

By submitting a bid, the Bidder certifies the following:

4.1 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.

4.2 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\)](http://www.hrsdc.gc.ca) - 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

4.3 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

There is no security requirement associated with the requirement.

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

The contractor must perform the work in accordance with the statement of work in Annex A.

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

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

3.1 General Conditions

2010B (2014-09-25), 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

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 June 1, 2015 inclusive

5.0 Authorities

5.1 Contracting Authority

1. The contracting authority for the contract is:

Name: Marielle Prince
Title: Contracting Officer
Canadian Nuclear Safety Commission
Corporate Services Branch
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario K1P 5S9
Canada

Telephone: 613-996-6747
Fax: 613-995-5086
Email: marielle.prince@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 (will be provided at contract award)

1. The project authority for the contract is:

Name:
Title:
Canadian Nuclear Safety Commission
P.O. Box 1046, Station B
280 Slater Street
Ottawa, Ontario K1P 5S9
Canada

Telephone: 613-
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 (will be provided 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 –Deliverables Payments

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

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

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



7.0 Invoicing Instructions

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

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

2. The contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
3. 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)
- (c) the General Conditions 2010B (2014-09-25) – General Conditions – Professional Services (Medium Complexity)
- (d) Annex A – Statement of Work
- (e) Annex B – Basis of Payment
- (f) the contractor's bid dated _____ (

11. Intellectual Property

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

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



12. Third-Party Information

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

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

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

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 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.



ANNEX A – STATEMENT OF WORK

1.0 Background

The safety analysis of a nuclear power reactor is a complex undertaking. Within this analysis, a criterion (or requirement) is applied to a safety system such that the system must be capable of performing its task in the presence of any single failure; this requirement is commonly referred to as the Single Failure Criterion (SFC).

The capability of a system to perform its design function in the presence of a single failure could be threatened by a common cause failure such as a fire, flood, or human intervention. In a postulated design-basis initiating event, the SFC requires that each safety system performs all safety functions as designed, and mitigates all of the following:

1. All failures caused by a single failure.
2. All identifiable but non-detectable failures, including those in the non-tested components.
3. All failures and spurious system actions that cause (or are caused by) the postulated event.

Requirements for SFC are currently addressed in CNSC regulatory documents REGDOC-2.5.2, *Design of Reactor Facilities: Nuclear Power Plants*, and RD-367, *Design of Small Reactor Facilities*.

2.0 Objectives

The objective of this project is to recommend regulatory design requirements for new reactors that shall address Single Failure Criterion best-practice, particularly as it relates to in-service testing, maintenance, repair, inspection and monitoring of systems, structures and components important to safety.

3.0 Scope of Work

- 3.1 The contractor shall review and compare the current SFC requirements and guidelines published by the IAEA and nuclear regulators in the United States, United Kingdom, France, Russia, China, Korea, Japan and Finland. The review and comparison will address the application of SFC requirements in design; considerations for testing, maintenance, repair, inspection and monitoring; allowable equipment outage times; exemptions to SFC requirements; and analysis for SFC application to two-, three- and four-train systems.
- 3.2 The contractor shall identify and analyze any differences in SFC requirements and its application between Canada and the above-mentioned countries.
- 3.3 The contractor shall recommend improvements to CNSC regulatory requirements relative to the design of new reactors (as they relate to SFC) to ensure clear interpretation and to reflect best-practices.

4.0 Tasks To Be Performed

- 4.1 Review the current SFC reactor design requirements and guidelines published by the IAEA and nuclear regulators in the United States, United Kingdom, France, Russia, China, Korea, Japan and Finland. If the review of regulatory reactor design requirements and guidelines for one of the above-mentioned countries is not feasible, the contractor shall recommend an alternative and seek CNSC acceptance. Output of the review shall:
 - compare SFC requirements and guidelines for new reactor design against Canadian requirements and



- consider testing, maintenance, repair, inspection, monitoring, and allowable equipment outage times;
- compare the probabilistic approach to grant SFC exceptions (both permanent and temporary);
- provide examples of any exemptions to SFC requirements, with rationale;
- analyze the approach of each member state as SFC applies to two-, three- and four-train systems.

- 4.2 Address the following question: “Should exemptions to SFC requirements pertaining to new reactor design differ between small reactors facilities and conventional nuclear power plants?”
- 4.3 Recommend improvements to CNSC regulatory requirements as they relate to SFC to ensure clear interpretation and to reflect best-practices. Ensure all recommendations are supported with rationale.

5.0 Deliverables

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

5.1 Start-up meeting

Date: Within two (2) weeks of contract award.
Location: The CNSC Head Office, Ottawa
Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives. The contractor shall make a presentation with the above purpose in mind.

5.2 Progress meeting

Dates: Within two (2) weeks of initial findings report submission.
Location(s): The CNSC Head Office, Ottawa (or via tele/videoconference)
Purpose: To assess the degree to which the agreed project objectives are being achieved as planned and to facilitate timely adjustments (if necessary) to ensure the project’s success.

5.3 Initial findings report (subject to CNSC review and acceptance)

The initial findings report shall address the completion of task 4.1. The report shall also include all analysis, referenced examples as well as a discussion of any initial findings.

Due date: Three (3) months after contract award.
Copies: One electronic copy via email to the Project Authority
Format and style requirements: To be specified by the Project Authority.
The font Times New Roman, size 12 is to be used.

5.4 Draft final report (subject to CNSC review)

This shall address all tasks (4.1 to 4.3) and include any findings, conclusions and recommendations. The report shall also include the following:

- An executive summary.
- A table of contents.
- A dedicated section that discusses the analysis performed for each task.

Due date: Five (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 Presentation

Due date: 5.5 months after contract award.
Location: The CNSC Head Office, Ottawa
Purpose: To present the project findings, conclusions and recommendations documented in the draft final report to CNSC Staff.

5.6 Final Report (subject to CNSC review and acceptance)

The final report deliverable shall address any comments and recommended edits supplied by CNSC as it pertains to the draft final report.

Due date: Six (6) 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 and style requirements:

The font Times New Roman (size 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 publication number(s) 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 does not assume liability with respect to any damage or loss incurred as a result of the use made of the information contained in this publication.



ANNEX B – BASIS OF PAYMENT

1.0 Basis of Payment – Firm Price – Deliverables

1.1 Deliverable 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 deliverable schedule. Customs duties are included and Applicable Taxes are extra.

Deliverables	Delivery date	Firm price
1) Initial findings Report	3 months after contract award	\$
2) Final Report	6 months after contract award	\$
Total bid evaluation price (Applicable Taxes are extra).		\$

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the work unless they have been approved, in writing, by the contracting authority before their incorporation into the work.