



RETURN BIDS TO:
Canadian Nuclear Safety Commission (CNSC)

Ground floor reception / Security

Attention:
Nathalie Arbour
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

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

Title: English Writing and Editing Services for the CNSC	
Solicitation no.: 87055-14-0359	Date: April 7, 2015
File No. – N° de dossier: 87055-14-0359	
Solicitation closes: At 2 p.m. / 14 h May 19, 2015	Time zone: Eastern Daylight Time (EDT)
Address inquiries to: Nathalie Arbour, Contracting Officer	
Telephone: 613-996-6767	Fax: 613-995-5086
Email: nathalie.arbour@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

English Writing and Editing Services

For the Canadian Nuclear Safety Commission



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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. Introduction

The Canadian Nuclear Safety Commission (CNSC) requires up to 3 Contractors to perform the services as described in the Statement of Work Appendix "A".

This bid solicitation sets out the process by which a bidder will be identified for potential contract award.

This bid solicitation and resulting contract document is divided into 6 parts plus attachments and annexes, as follows:

Part 1 General Information: provides general information concerning this document and the requirements;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include:

Attachment 1 to Part 3 (Pricing Schedule)

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

The Annexes include the:

Annex A - Statement of Work

Annex B - Basis of Payment



3. Background on the CNSC

The Canadian Nuclear Safety Commission regulates the use of nuclear energy and materials to protect health, safety, security and the environment and to implement Canada's international commitments on the peaceful use of nuclear energy; and to disseminate objective scientific, technical and regulatory information to the public.

CNSC was established in 2000 under the *Nuclear Safety and Control Act* and reports to Parliament through the Minister of Natural Resources. CNSC was created to replace the former Atomic Energy Control Board (AECB), which was founded in 1946.

CNSC's Commission Tribunal has up to seven appointed permanent members whose decisions are supported by more than 800 employees. These employees review applications for licences according to regulatory requirements, make recommendations to the Commission, and enforce compliance with the *Nuclear Safety and Control Act*, regulations, and any licence conditions imposed by the Commission.

For additional information on the CNSC please refer to the CNSC's website at: nuclearsafety.gc.ca

4. Objectives

The CNSC needs the services of external English writers and editors to assist on a variety of projects on demand when volumes and/or urgent timeframes cannot be met by internal staff.

5. Statement of Work

The work to be performed is detailed in Annex A.

6. Multiple Contracts

CNSC will establish up to 3 contracts for general English writing and editing services as defined in Annex A - Statement of Work, on an as-needed basis, and subject to the terms and conditions stipulated in this bid solicitation.

For the period of the contract (from Contract Award to March 31, 2018), the total estimated budget for all contracts awarded as a result of this bid solicitation is \$250,000.00 Canadian Dollars (CAD) (Applicable Taxes are extra).

The total value of all the contracts awarded will be distributed amongst up to 3 of the highest ranked bidders in accordance with the basis of selection stipulated in this bid solicitation. The individual contract values will be allocated in a manner prescribed by CNSC at contract award.

The establishment of any contract resulting from this bid solicitation is on a non-exclusive basis, as such the CNSC at its may enter into other contractual arrangements with other suppliers for similar services during the period of any resultant contract.

7. Debriefings

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



Part 2 – Bidder Instructions

1. Standard Instructions, Clauses and Conditions (A0000T – 2012-07-16 – modified)

- 1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual \(buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 1.2 Annexes A and B form part of the legally binding agreement between the parties.
- 1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 1.4 Standard Instructions – Goods or Services – Competitive Requirements (2003) dated (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: one hundred and eighty (180) days
 - f) Delete 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.



- ii. 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.
 - iii. 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 5 calendar calendar days before the bid closing date. Inquiries received after that time may not be answered.
- 3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

4. Applicable Laws

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



PART 3 – Bid Preparation Instructions

1. Bid Preparation Instructions

- 1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.
- 1.2 The CNSC requests that bidders provide copies of their bid in separately bound envelopes, as follows:
 - Section I: Technical Bid 4 hard copies
 - Section II: Financial Bid 1 hard copy
 - Section III: Certifications 1 hard copy
- 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) ([tps-gc-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) In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.
 - b) 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.
 - c) Technical bids must demonstrate compliance with all mandatory evaluation criteria and must specifically respond to each of the point-rated technical evaluation criteria.
 - d) 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

Bidders must submit their financial bids **in Canadian dollars**, in accordance with the pricing schedule detailed in Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference Annex B, Basis of Payment, when preparing their financial bids.

1.8 Total Estimated Budget

- a) For the period of the contract (from Contract Award to March 31, 2018), the total estimated budget for all contracts awarded as a result of this bid solicitation is \$250,000.00 Canadian Dollars (CAD) (Applicable Taxes are extra).
- b) Amounts expressed above are only an approximation of the requirement and are not to be considered as a contract guarantee.

1.9 Section III: Certifications

Bidders must submit the certifications required under Part 5 of this bid solicitation.



Attachment 1 to Part 3 – Pricing Schedule

- 1.0 The bidder must complete this pricing schedule and include it in its financial bid. Bidders must also reference Annex B, Basis of Payment, when preparing their financial bids.
- 2.0 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.
- 3.0 For the period of the contract (from Contract Award to March 31, 2018), the total estimated budget for all contracts awarded as a result of this bid solicitation is \$250,000.00 Canadian Dollars (CAD) (Applicable Taxes are extra).
- 4.0 The total value of all the contracts awarded will be distributed amongst up to 3 of the highest ranked bidders in accordance with the basis of selection stipulated in this bid solicitation. The individual contract values will be allocated in a manner prescribed by CNSC at contract award.
- 5.0 Deviation in price of 2% or higher from year to year must be supported and substantiated by the bidder. Bids that, in the determination of the CNSC, do not sufficiently substantiate price deviations will be deemed non-responsive.
- 6.0 The CNSC will only pay the Contractor’s overtime charges at a rate of 1.5 times for work done after 5:00PM or weekends, and a rate of 2.0 times for statutory holidays. Overtime must be pre-approved by the CNSC.
- 7.0 Bidders must complete the following table and submit it with their bid:
(Line 1 is an EXAMPLE of how the rates should be expressed)

No.	Service Description	Firm All Inclusive Hourly Rate (contract award to March 31/2016)	Firm All Inclusive Hourly Rate including Increase if applicable (April 1/2016 to March 31/2017)	Firm All Inclusive Hourly Rate Including Increase if applicable (April 1/2017 to March 31/2018)	Total Firm All Inclusive Hourly Rate
1	Senior consultation	\$1.00	\$1.25	\$1.50	\$3.75
2	Senior resource: Research, writing and editing of general texts	\$	\$	\$	\$
3	Senior resource: Research, writing and editing of technical, regulatory or scientific texts	\$	\$	\$	\$
4	Intermediate resource: Research, writing and editing of general texts	\$	\$	\$	\$



5	Intermediate resource: Research, writing and editing of technical, regulatory or scientific texts				
6	Junior resource: Research, writing and editing of general texts	\$	\$	\$	\$
7	Junior resource: Research, writing and editing of technical, regulatory or scientific texts				
8	Proofreading and quality control	\$	\$	\$	\$
Total All Inclusive Hourly Rate for Bid Evaluation Purposes (Applicable Taxes are extra)					\$



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 – 2014-06-26 - modified)

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

2. Basis of Selection

2.1 Basis of Selection – Highest Combined Rating of Technical (70%) and Price (30%) (A0027T – 2012-07-16)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 97.5 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 130 points.

- 2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 percent for the technical merit and 30 percent for the price.



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

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

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

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



Attachment 1 to Part 4 – Evaluation Procedures

1. Mandatory Technical Criteria

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

No.	Mandatory technical criteria	Met/Not met	Bidder's cross-reference to proposal
M1	The bidder must demonstrate that the firm or its staff have worked on at least 10 writing and editing projects for the Government of Canada technical, regulatory or scientific projects within the last 5 years.		
M2	The bidder must demonstrate that the firm has 3 or more full-time professional editor resources to work on writing and editing projects.		
M3	The bidder must provide curriculum vitae for each of the firm's full-time professional editor resources as identified in M2.		
M4	The bidder must include a statement certifying their knowledge and experience using <i>The Canadian Style – A guide to Writing and Editing</i> .		
M5	The bidder must include hardcopy samples of both writing and editing work, including general as well as technical, regulatory or scientific texts, with their proposal (minimum 3 and maximum 5 examples of best work). Samples must be clearly marked as "Writing" or "Editing" work. Samples of editing work must be submitted showing a clean version and one with tracked changes. Samples will be evaluated for quality under R3.		



<i>M6</i>	<p>The bidder must certify in its bid that during the period of the contract:</p> <ul style="list-style-type: none">a. that its appropriate representative (related to the matter at hand), or an alternate acceptable representative to the CNSC will be available by phone or video-conference within 2 hours of the CNSC's request; andb. if the issue or topic of discussion cannot be resolved by phone or video conference, its appropriate representative (related to the matter at hand), or an alternate acceptable representative to the CNSC must be available to meet in person with the Project Manager at the CNSC's office in Ottawa, Ontario within 2 business days of CNSC's request.		
<i>M7</i>	<p>The bidder must identify a primary point of contact who will be able to attend meetings in person, on behalf of the firm, at CNSC offices in Ottawa, Ontario as required by the Project Authority. The identified point of contact must have a minimum of 10 years of experience in the field of writing and editing for public audiences.</p>		
<i>M8</i>	<p>The bidder must provide 3 (no more no less) written client letters of references for the last 3 projects they completed for the Government of Canada to validate performance on similar work as described in the Statement of Work.</p> <p>All client letters of reference must include answers to the following 4 questions:</p> <ul style="list-style-type: none">1) Were you satisfied with the quality of the bidder's projects?2) Were the projects delivered on time and on budget?3) Were you satisfied with the bidder's administration of the contracts and invoicing?4) Would you use their services for future requirements? <p>The references will be evaluated under Section 2, Point-Rated Technical Criteria R6</p>		



2. Point-Rated Technical Criteria

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

No.	Point-rated technical evaluation criteria and supporting documentation required	Points to be assigned based on the following	Max. available points	Bidder's cross-reference to proposal
R1	Bidder to provide the number of years' experience of the firm or its most senior staff in providing writing and editing services (bidder must not add years of experience into a cumulative number; the highest number of years for any one person is to be provided).	10 years = 3 points 11 to 15 years = 7 points 16 years or more = 10 points	10	
R2	Bidder to provide the number of writing and editing projects the firm or its most senior staff have worked on for the Government of Canada in general, technical, regulatory, or scientific within the last 5 years (cumulative number for all applicable).	10 to 20 projects = 1 point 21 to 39 projects = 5 points 40 to 59 projects = 7 points 60 projects or more = 10 points	10	
R3	Evaluation of bidder's writing and editing project samples (per requirements set out in M5).	a) Quality of writing projects = 0 to 10 points b) Quality of editing projects = 0 to 10 points 0 pts = low quality, 3 pts = average quality, 7 pts = good quality, 10 pts = excellent quality	20	



R4	<p>Bidder to demonstrate team capabilities:</p> <p>a) Number of writers and editors on staff (senior, intermediate, junior) on staff or through external partners</p> <p>b) Describe your firm's standard approach and steps for quality control</p>	<p>a) Number of writers and editors on staff (senior, intermediate and junior)</p> <ul style="list-style-type: none"> • 10 points per senior (10 years' experience or more) • 7 points per intermediate (3 to 9 years' experience) • 3 points per junior (1 to 2 years' experience) <p>(maximum of 30 points)</p> <p>b) Demonstrated quality control processes in proposal:</p> <ul style="list-style-type: none"> • 15 points for Extensive quality control process demonstrated • 7 points for some quality control process demonstrated • 0 points for no quality control process demonstrated <p><u>Extensive quality control:</u> Above average and are more than adequate</p> <p><u>Some quality control:</u> Meet the minimum needed/adequate</p> <p><u>No quality control:</u> Inadequate or insufficient</p> <p>(maximum of 15 points)</p>	45	
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R5	Bidder to provide a sample project workplan/schedule to demonstrate bidders understanding of writing and editing project management: <ul style="list-style-type: none">• Explain the steps taken, and tools used, to manage a writing or editing project from start to finish• Show a specific example of the bidder's format for project schedules	Poor understanding of project management = 0 points Adequate understanding = 5 points Good understanding = 10 points Excellent understanding = 15 points	15	
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R6	<p>Evaluation of References submitted as per Mandatory Criterion M8.</p> <p>The maximum number of points for each letter of reference is 10.</p>	<p>For each client letter of reference:</p> <p>Answer to question #1</p> <p>Satisfied – 2.5 points Somewhat Satisfied – 0.5 points Unsatisfied or no answer provided – 0 points</p> <p>Answer to question #2</p> <p>On time and on budget – 2.5 points On time only – 0.5 point On budget only – 0.5 point Not on time or on budget or no answer provided – 0 points</p> <p>Answer to question #3</p> <p>Satisfied – 2.5 points Somewhat Satisfied – 0.5 points Unsatisfied or no answer provided – 0 points</p> <p>Answer to question # 4</p> <p>Yes – 2.5 points No or maybe or no answer provided – 0 points</p>	30	
	<p>Total of all the point rated criteria (Minimum score required is 97.5 points)</p>		130	



PART 5 – Certifications

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

4. Certification Required With the Bid

By submitting a bid, the Bidder certifies the following:

4.1 Status and Availability of Resources (A3005T – 2010-08-16)

1. The bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the CNSC representatives and at the time specified in the bid solicitation or agreed to with the CNSC. If for reasons beyond its control, the bidder is unable to provide the services of an individual named in its bid, the bidder may propose a substitute with similar qualifications and experience. The bidder must advise the contracting authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
2. If the bidder has proposed any individual who is not an employee of the bidder, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the work to be performed and to submit his/her résumé to the CNSC. The bidder must, upon request from the contracting authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of his/her availability.

4.2 Education and Experience (A3010T – 2010-08-16)

1. The bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the bidder to be true and accurate.
2. Furthermore, the bidder warrants that every individual proposed by the bidder for the requirement is capable of performing the work described in the resulting contract.

5. Mandatory Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



5.1 Federal Contractors Program for Employment Equity – Bid Certification

1. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) 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_eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.2 Former Public Servant - Competitive bid (A3025T – 2014-06-26)

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 ()**
- Is the bidder or the bidder's employee(s) a former CNSC/AECB (Atomic Energy Control Board) employee? **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 – 2014-06-26)

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

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

1. All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 and 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

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

4.0 Term of Contract

4.1 Period of the Contract (A9022C – 2007-05-25)

The period of the contract is from date of contract to March 31, 2018 inclusive.



5.0 Authorities

5.1 Contracting Authority

1. The contracting authority for the contract is:

Name: Nathalie Arbour
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: 613-996-6767
Fax: 613-995-5086
Email: nathalie.arbour@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 resultant contract will be provided at Contract award.
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

The Contractor's representatives for the Contract will be provided at contract award.

6.0 Payment

6.1 Basis of Payment

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



6.2 Method of Payment – Monthly Payment

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment.

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

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

7.0 Invoicing Instructions

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

Canadian Nuclear Safety Commission
Finance Division
P.O. Box 1046, Station B
Ottawa, ON K1P 5S9
Canada
2. 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 – 2014-06-26)

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

9.0 Applicable Laws

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



10. Priority of Documents

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

- (a) the Articles of Agreement
- (b) the Supplemental General Conditions 4007(2010-08-16) – Canada to Own Intellectual Property Rights in Foreground Information
- (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 _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

11. Intellectual Property

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

- 1. Supplemental General Conditions 4007 shall form part of the contract.
- 2. The CNSC has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada, for the following reason:
 - a) where the main purpose of the Crown procurement contract, or of the deliverables contracted for, is:
 - i. to generate knowledge and information for public dissemination; and
 - ii. where the foreground information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software

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.

15. SACC Manual Clauses

15.1 Specific Person(s) (A9014C – 2006-06-16)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:
_____ (insert name(s) of person(s)).



15.2 Replacement of Specific Individuals (A7017C – 2008-05-12)

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to CNSC. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15.3 Time Verification (C0711C – 2008-05-12)

Time charged and the accuracy of the Contractor's time recording system are subject to verification by CNSC before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at CNSC's request.



Annex A – Statement of Work

1. Background

The Canadian Nuclear Safety Commission (CNSC) produces regulatory and communications documents to inform Canadians and licensees about nuclear safety and the CNSC's nuclear regulatory requirements and activities.

External writers and editors are needed to supplement the capacities of the CNSC's in-house writing/editing team. Contractors would be asked to do high-quality editing of general, legal, scientific or engineering texts within the nuclear sector, and to conform to the CNSC's writing styles, standards and terminology norms.

2. Objectives

The CNSC requires the services of up to three (3) external Contractors to provide English writing and editing services to assist on a variety of projects on demand when volumes and/or urgent timeframes cannot be met by internal staff.

3. Scope

During the period of the contract, the Contractor will be required to provide English writing, editing services and discuss writing and/or editing needs with CNSC Project Manager on a project-by-project basis. Meetings may be needed with CNSC contacts if clarity or more information is required. All projects will result in the delivery of quality English text in MS Word format delivered electronically to CNSC.

3.1 Quality Assurance

The Contractor shall initiate whatever quality control procedures are necessary to achieve error-free writing and editing, including but not limited to:

- Quality assurance of the work performed by the Contractor and its sub-contractors.

3.2 Service Standards

The bidder must certify in its bid that during the period of the contract:

- a. That its appropriate representative (related to the matter at hand), or an alternate acceptable representative to the CNSC will be available by phone or video-conference within 2 hours of the CNSC's request; and
- b. if the issue or topic of discussion cannot be resolved by phone or video conference, its appropriate representative (related to the matter at hand), or an alternate acceptable representative to the CNSC must be available to meet in person with the Project Manager at the CNSC's office in Ottawa, Ontario within 2 business days of CNSC's request.

The Contractor shall deliver to the Project Authority the completed work according to an agreed schedule to be determined.

4. Tasks

- Become familiar with CNSC's General Writing Style Guide and sample formatted documents/templates
- Meetings (if required)
- Review of English documents
- Writing/editing of English documents
- Formatting of MS Word docs to CNSC standards using supplied templates
- Research and interviews with subject-matter experts, where needed
- Incorporating changes as needed
- Completion of draft and final English texts in MS Word



5. Deliverables

The Contractor shall deliver completed work MS Word final English file via email or on CD.

5.1 Start-up Meeting

- Date: Within one week of contract award
- Location: 280 Slater Street, Ottawa, ON
- Purpose: To discuss and clarify the proposed contract and English writing and editing services and deliverables to ensure achievement of the contract objectives. The Contractor shall make a presentation with the above purpose in mind.

5.2 Progress Meetings

- Dates: As required by CNSC or at the Contractor's request
- Location(s): CNSC Head Office, Ottawa
- Purpose: To assess the degree to which the agreed project objectives are being achieved and facilitate timely adjustments (if necessary) to ensure project success.

5.3 Final MS Word files

- Dates: As required by CNSC, dates undetermined at this time
- Copies: One electronic copy by e-mail to the CNSC Project Manager

Format & style requirements:

As per section 5 above: electronic copies must be provided in a format readable by MS Office 2010 Suite with minor formatting changes. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the Contractor for correction. The supplier is asked to use MS Word's inherent stylesheets in the document (e.g. Header 1, Header 2, etc.) while formatting, as this makes it easier for CNSC to adapt the piece to the Web in HTML. Translation of the texts into French will be done by CNSC



Annex B – Basis of Payment

1.0 Basis of Payment – Firm All Inclusive Hourly Rates

1.1 Professional Fees

- a. The Contractor will be paid firm all inclusive hourly rates as follows, for work performed in accordance with the contract. Customs duties, travel costs, etc. are included. Applicable Taxes are extra.
- b. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and Applicable Taxes are extra.
- c. The CNSC will only pay the Contractor’s overtime charges at a rate of 1.5 times for work done after 5:00PM or weekends, and a rate of 2.0 times for statutory holidays. Overtime must be pre-approved by the CNSC.

		Contract award to March 31, 2016	April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018
	Category	Firm All Inclusive Hourly Rate	Firm All Inclusive Hourly Rate	Firm All Inclusive Hourly Rate
1	Senior consultation	\$	\$	\$
2	Senior resource (general texts)	\$	\$	\$
3	Senior resource (technical, regulatory or scientific texts)	\$	\$	\$
4	Intermediate resource (general texts)	\$	\$	\$
5	Intermediate resource (technical, regulatory or scientific texts)	\$	\$	\$
6	Junior resource (general texts)	\$	\$	\$
7	Junior resource (technical, regulatory or scientific texts)	\$	\$	\$
8	Proofreading and quality control	\$	\$	\$



1.2 Limitation of Expenditure (C6001C – 2013-04-25– modified)

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in accordance with this basis of payment, Annex B, to a limitation of expenditure of _____. Customs duties are included and Applicable Taxes are extra.
2. The CNSC's total liability to the Contractor under the contract must not exceed the amount stipulated in paragraph 1. Customs duties are included and Applicable Taxes are extra.
3. No increase in the total liability of the CNSC or in the price of the work resulting from any design changes, modifications or interpretations of the work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the contracting authority before their incorporation into the work. The Contractor must not perform any work or provide any service that would result in the CNSC's total liability being exceeded before obtaining the written approval of the contracting Authority. The Contractor must notify the contracting authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the work,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the contracting authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the CNSC's liability.