



RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)
Ground floor reception / Sécurité

Christian Tremblay
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

Issuing office: CNSC

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

Title: SERVICE - MAINTENANCE OF ONGUARD/ LENEL SYSTEM AND CCVE SYSTEM	
Solicitation no.: 87055-15-0084	Date: 23 July 2015
File No. – N° de dossier:	
Solicitation closes: At 2 p.m. / 14 h 4 September 2015	Time zone: Eastern Daylight Time (EDT)
Address inquiries to: Christian Tremblay, Procurement Officer (Consultant)	
Telephone: 613-996-6724	Fax: 613-995-5086
Email: Christian.tremblay@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

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.



Bid Solicitation

For the Provision of

SERVICE - MAINTENANCE OF ONGUARD/ LENEL SECURITY SYSTEM AND THE CCVE SYSTEM

FOR THE

**CANADIAN NUCLEAR SAFETY
COMMISSION (CNSC)**



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PART 1 – GENERAL INFORMATION

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

1.1 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 6 – Resulting Contract Clauses.

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

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

1.3 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

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

- 2.1.1 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.
- 2.1.2 Annexes A, B and C form part of the legally binding agreement between the parties.
- 2.1.3 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.
- 2.1.4 The 2003 dated 2015-07-03 Standard Instructions – Goods or Services – Competitive Requirements 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: Integrity Provisions – 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 section 8, Transmission by Facsimile, in its entirety.
 - g) Delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:
 - a) 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.
 - b) 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.

2.2 Submission of Bids

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

2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to the CNSC will not be accepted.

2.3 Former Public Servant

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 awarded to FPSs, 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, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 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., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 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., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the 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.

See Part 5 – Certifications, Certification required with the bid and section 6.6 of Part 6 – Resulting Contract Clauses.



2.4 Enquiries – Bid Solicitation

- 2.4.1 All inquiries must be submitted in writing to the contracting authority no later than ten (10) calendar days before the bid closing date. Inquiries received after that time may not be answered.
- 2.4.2 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.

2.5 Applicable Laws

- 2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 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

3.1 Bid Preparation Instructions

3.1.1 The CNSC requests that bidders provide their full company name and address, as well as a contact name, telephone number and fax number.

3.1.2 The CNSC requests that bidders provide copies of their bid in separately bound sections, as follows:

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. CNSC requests that bidders follow the format instructions described below in the preparation of their Bid.

3.1.3 **Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.

3.1.4 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

3.1.5 In April 2006, Canada issued the [Policy on Green Procurement \(tps-gc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](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

3.1.6 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) The technical bid shall not include any price information.
- c) The technical bid must demonstrate compliance with all mandatory requirements and must also specifically respond to each of the point rated requirements in sufficient detail to permit a complete assessment.
- d) The bidder must include in their technical bid, general information about their firm by providing a narrative description including but not limited to:
 - number of years in business providing general maintenance services on OnGuard/Lenel and CCVE Systems
 - office locations
 - number of employees by location, position
 - size and description of customer base



- list similar services provided, etc.

e) Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

3.1.7 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.

3.1.8 Estimated Funding by Fiscal Year

- a) The estimated funding breakdown per year is as follows:

Year 1 of contract: **\$ 50,000.00**

Year 2 of contract: **\$ 50,000.00**

Year 3 of contract: **\$ 50,000.00**

- b) Amounts expressed above are only an approximation of the requirement and are not to be considered as a contract guarantee.

3.1.9 Section III: Certifications

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



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The bidder must complete this pricing schedule and include it in its financial bid only, once completed.

1.0 The total estimated budget for this requirement is \$150,000.00 Canadian Dollars (CAD) including the cost for parts, excluding the Goods and Services Tax or Harmonized Sales Tax, if applicable.

The per year total estimated value of the contract awarded as a result of this RFP is approximately \$50,000.00 (excluding GST or HST, if applicable), including the cost of parts.

2.0 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.

3.0 **Bidders must complete the following table and submit it with their financial bid only:**

	Service Description	Fixed monthly fee Initial Base Period (A)	Fixed monthly fee (include increase if applicable) Option Period #1 (B)	Fixed monthly fee (include increase if applicable) Option Period #2 (C)	Total Fixed monthly fees (D) = (A+B+C)	Total Yearly fees (E) = (D X 12 months)
	Fixed monthly fee for maintenance and services (inclusive of labour costs associated with the repairs, monthly and annual maintenance)	\$	\$	\$	\$	\$
	TOTAL ESTIMATED COST FOR BID EVALUATION PURPOSES ONLY (Total of column E)					\$



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Stage 1: Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

NO	Mandatory Technical Criteria	Met / Not Met	Bidder's Cross Reference to Proposal
M1	The bidder must have been in security business similar to the requirements of the project, for a minimum of 10 years.		
M2	The bidder must have a minimum of 3 qualified technicians located in the National Capital Region (Ottawa) with the Lenel Silver certification level.		
M3	The bidder must have a minimum of one qualified technician located in the National Capital Region (Ottawa) with the Lenel certification for each level: - Master - Platinum		
M4	The bidder must have a minimum of two qualified technicians located in the National Capital Region (Ottawa) with the Automatic System.		



2. Stage 2: Point Rated Technical Criteria

2.1 Any bid which meets all the mandatory technical criteria will be evaluated and scored as specified in the tables below.

2.2 Any bid which fails to obtain the required minimum number of points specified will be declared non-responsive.

Each point rated technical criterion should be addressed separately.

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	<p>This bidder must have experience in working with Lenel equipment, on similar projects/contracts with various departments and/or private sector companies in the last three years.</p> <p>Provide details of each project (maximum of 3 projects) and the client's contact person:</p> <ul style="list-style-type: none"> - telephone number - project/contract length - services provided 	<p>5 points: 1 project 10 points: 2 projects 15 points: 3 projects and more</p>	15	
R2	<p>The bidder must demonstrate the degree of complexity for the projects in R1</p>	<p>1 points: low complexity 3 points: medium complexity 5 points: high complexity</p> <p>Maximum of 5 points per project</p>	15	
R3	<p>The bidder must demonstrate that he has offices or sub-contractors located in a radius of 150 km of the following regions/cities (in Canada):</p> <ul style="list-style-type: none"> - Montréal, Québec - Toronto, Ontario - St-John, New-Brunswick - Calgary, Alberta - Saskatoon, Saskatchewan 	<p>2 points per location</p>	10	
<p>Total of all the point rated technical criteria (Minimum required score is 28 points = 70% of 40 points)</p>			40	



PART 5 – CERTIFICATIONS

- 5.1** Bidders must provide the required certifications and associated information to be awarded a contract.
- 5.2** The certifications provided by the bidders to the CNSC are subject to verification by CNSC at all times. CNSC will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly during the bid evaluation period or during the contract period.
- 5.3** The Contracting Authority will have the right to ask for additional information to verify bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.4 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.

5.5 Federal Contractors Program for Employment Equity – Bid Certification

- 5.5.1** 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 \(HRSDC\) - Labour's](#) website.
- 5.5.2** CNSC will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.6 Former Public Servant – Competitive Bid (A3025T – 2014-06-26)

- 5.6.1** 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 awarded to FPSs, 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.

5.6.2 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 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.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

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

6.1.2 The contractor is solely responsible for obtaining any security clearance required for the performance of the work under this Contract.

6.1.3 The contractor is responsible to return to the CNSC security officer (or other designated person) any building access cards issued related to the contractor's work under this contract. If such cards are not returned to the appropriate authority, the CNSC reserves the right to deduct from the contractor's final invoice an amount sufficient to offset the CNSC's costs to replace any such cards.

6.1.4 The CNSC performs a criminal record name check (CRNC) on all contractors who require access to the CNSC facilities for the performance of their work. The contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the contractor's CRNC. Failure to provide such information will constitute grounds for the CNSC not to award the contract to the contractor – or, if the contract has commenced, to terminate the contract under the provisions of Public Works and Government Services Canada's general conditions 2010B, incorporated herein by reference.

6.2 Statement of Work (B4007C – 2014-06-26)

The contractor must perform the work in accordance with the statement of work in Annex A and the contractor's technical bid entitled _____, dated _____.

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

6.3.1 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:

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”).

6.3.2 Annexes A, B and C form part of the legally binding agreement between the parties.

6.3.3 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

6.4 Term of Contract

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

The period of the contract is from date of contract to_____ inclusive.

6.4.2 Option to Extend the Contract (A9009C – 2008-12-12)

- 6.4.2.1 The Contractor grants to the CNSC the irrevocable option to extend the term of the contract by up to two additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the contract, it will be paid in accordance with the applicable provisions as set out in the basis of payment.
- 6.4.2.2 The CNSC may exercise this option at any time by sending a written notice to the contractor at least ten calendar days before the expiry date of the contract. The option may only be exercised by the contracting authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The contracting authority for the contract is:

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

Telephone: 613-996-6724
Fax: 613-995-5086
Email: Christian.tremblay@cnsccsn.gc.ca

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.

6.5.2 Project Authority

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: 613-9xx-xxxx)
Fax: 613-995-5086
Email: _____@cnsccsn.gc.ca

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.

6.5.3 Contractor's Representative

Name:
Title:

Telephone:
Fax:
Email:

6.6 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.

6.7 Payment

6.7.1 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.

6.7.2 Method of Payment – Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment is incorporated by reference.

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

6.7.3.1 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.

6.7.3.2 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.

6.7.3.3 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".

6.8 Invoicing Instructions

6.8.1 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

6.8.2 The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

6.8.3 The last and final invoice under the contract shall be clearly marked "final invoice".

6.9 Certifications

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

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by the CNSC during the entire period of the Contract. If the contractor does not comply with any certification, fails to provide the associated information, or if 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.

6.10 Applicable Laws

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

6.11 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 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) Annex C – Security Requirements Checklist;
- (g) the contractor's bid dated (_____)



6.12 Dispute Resolution

6.12.1 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.

6.12.2 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.

6.12.3 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.

6.12.4 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.

6.12.5 The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.

6.12.6 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.

6.12.7 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.

6.12.8 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 Objectives

The Contractor will have to provide maintenance and services of the On Guard/Lenel security equipment and system (access control, intrusion alarm and CCVE) presently in place at the Canadian Nuclear Safety Commission at the following locations:

- 280 Slater Street, Ottawa, Ontario, Canada
- 1601 Telesat Court, Ottawa, Ontario, Canada
- 3484 Limebank Rd., Ottawa, Ontario, Canada
- 410 Laurier Avenue, Ottawa, Ontario, Canada
- External Sites & Regional Offices:

Bruce Power

Bruce A Technical Building
Tiverton, Ontario
Canada
N0G 2T0

Calgary

220 4th Ave S.E. suite 670
Harry Hays Building
Calgary, Alberta
Canada
T2G 4X3

Darlington

Hwy 401 Holt Road. ESS#301
Bowmanville, Ontario
Canada
L1C 3Z8

Laval

1575 Chomedey Blvd, room 221
Laval, Quebec
Canada
H7V 2X2

Mississauga

5800 Hurontario Street, suite 1087
Mississauga, Ontario
Canada
L5R 4B4

Pickering

1675 Montgomery Park Road, Gate
1
Administration Building
Pickering, Ontario
Canada
L1V 2R5

Point-Lepreau

122 County Line Road
Maces Bay, New Brunswick
Canada
E5J 1W1

Saskatoon

101-22nd Street East, suite 520
Saskatoon, Saskatchewan
Canada
J7K 0E1

Chalk River

CRL Site Office, Building 508,
Station 03,
Chalk River, Ontario
Canada
K0J 1J0

2.0 Scope of work

The contractor will maintain and service all existing infrastructure and equipment, including but not limited to, all wiring, strikes, alarm points, power suppliers, cameras, dvr's, panels, etc. at the National Capital Region (Ottawa) as well as the regional and site offices.



2.1 Certified technicians

The contractor must retain a minimum of certified technicians for the OnGuard/Lenel and Automatic System equipment in the National Capital Region (Ottawa) as follow:

- 1 Lenel qualified technician at the Master level
- 1 Lenel qualified technician at the Platinum level
- 3 Lenel qualified technicians at the Silver level
- 2 Automatic System qualified technicians

3.0 System and Equipment

The CNSC will purchase and pay for all material that will need to be replaced during the contract period.

Please find below an estimate number of equipment that requires to be maintained.

175 card readers and electric strike, 115 dome cameras, 35 alarm system (pin pad, motion detector, doors contact), 15 dvr's. Most of the equipment is located at the four offices in the National Capital Region (Ottawa). The CNSC possesses a Lenel OnGuard Software Upgrade and support (SUSP) agreement.

4.0 Tasks to be performed

4.1 Start-up meeting will be scheduled within 1 week of the contract award with the Technical Authority to discuss the work/tasks to be done and ensure achievement of the contract objectives.

4.2 **The Contractor must provide a specific response time for the following CNSC locations:**

In the National Capital Region (Ottawa): must respond within two hours during core hours (7:30 to 17:00) and four hours during quiet hours (17:00 to 7:30).

- Locations: 280 Slater Street, Ottawa, Ontario, Canada
1601 Telesat Court, Ottawa, Ontario, Canada
410 Laurier Avenue, Ottawa, Ontario Canada
3484 Limebank Rd., Ottawa, Ontario, Canada

Regions and sites: must respond within 24 to 48 hours

- Locations: Saskatoon, Calgary, Mississauga, Pickering, Darlington and Laval.

Regions & sites: must respond within 48 to 72 hours

- Locations: Bruce, Chalk River and Pt-Lepreau.

NOTE: The CNSC will accept a response time by a sub-contractor if the main provider doesn't have an office in the area.

The Contractor must have an office or subcontract a company who owns an office, located in a radius of 150 km of the following regions in order to be able to provide maintenance and service of sites and regional offices.

- Montreal, Quebec, Canada
- Toronto, Ontario, Canada
- St-John, New-Brunswick, Canada
- Calgary, Alberta, Canada
- Saskatoon, Saskatchewan, Canada

Any sub-contractor who will service the sites must possess a Lenel certification on the OnGuard products.



- 4.3 For every service/repair request and upon completion of the work, the contractor must provide a detailed written report of action taken to fix the problem.
- 4.4 The Contractor will answer CNSC's queries and give advice on the system.
- 4.5 For the Ottawa region only:

A. On Monthly basis:

The Contractor must conduct a monthly preventive inspection of the Onguard/Lenel system and Closed Circuit Video Equipment (CCVE) systems by doing the following tasks:

- Meet with the CNSC Security Administrator to discuss about the Onguard/Lenel system and CCVE system recent problems/issues;
- Check the performance and functions of the control units;
- Check software performance and functions;
- Check the CCVE system and cameras.

B. On Annual basis:

The Contractor must conduct an annual inspection of the Onguard/Lenel system by doing the following tasks and provide a written report:

- Check and clean door mechanisms, readers and connections;
- Check the performance and functions of the control units;
- Check software performance and functions;
- Check operation performance and site assessment;
- Test power supply units and battery condition and performance;
- Check Alarm Inputs response and operation.

C. On Annual basis:

The Contractor must conduct an annual inspection of the CCVE system by doing the following tasks and provide a written report:

- Check the Cameras coverage, performance, focus and connections;
- Check Recording Device quality of playback and recorded images.

5.0 Travel

- 5.1 No travel expenses will be authorized by the CNSC Technical Authority.
- 5.2 Any additional travel expenses will be the Contractor's responsibility-

To assist the bidders, here are some quantitative data on the number of service calls in the last 18 months.

- 41 service calls in the last 18 months, i.e. for calendar year 2014 and the first six months of 2015. Most of the service calls were for CNSC Ottawa-based offices.

Location	# of service calls
National Capital Area	36
Saskatoon	0
Calgary	0
Mississauga	1
Pickering	0
Darlington	0
Laval	1



Pointe-Lepreau	0
Bruce Power	1
Chalk River	2

6.0 Security

The Contractor must, at all time during the performance of the Contract, hold a valid Facility Security Clearance at the level of Reliability, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to CNSC information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY.



ANNEX B – BASIS OF PAYMENT

- 1.0 The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.
- 2.0 All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

	Service Description	Monthly fixed fee For initial base period	Yearly fees For initial base period
	Fixed monthly fee for maintenance and services (inclusive of labour costs associated with the repairs, monthly and annual maintenance)	\$	\$

	Service Description	Monthly fixed fee - Option Period # 1	Yearly fees Option Period # 1
	Fixed monthly fee for maintenance and services (inclusive of labour costs associated with the repairs, monthly and annual maintenance)	\$	\$

	Service Description	Monthly fixed fee - Option period # 2	Yearly fees Option Period # 2
	Fixed monthly fee for maintenance and services (inclusive of labour costs associated with the repairs, monthly and annual maintenance)	\$	\$



ANNEX C – SECURITY REQUIREMENTS CHECKLIST