



**RETURN BIDS BY EMAIL TO:**

cncs.solicitation-demandedesoumission.ccsn@canada.ca

**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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Instructions:** See herein

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

Before submitting a bid, foreign-based bidders must contact the contracting authority no later than twenty (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.

<b>Title:</b> Office Relocation and Related Services	
<b>Solicitation no.:</b> 87055-18-0110	<b>Date:</b> April 26, 2019
<b>File No. – N° de dossier:</b> 87055-18-0110	
<b>Solicitation closes:</b> At 2:00 p.m. / 14:00 h June 5, 2019	<b>Time zone:</b> Eastern Daylight Time (EDT)
<b>Address inquiries to:</b>  Daniel Tilsley	
<b>Email:</b>  cncs.solicitation-demandedesoumission.ccsn@canada.ca	
<b>Destination:</b>  See herein	
<b>Delivery required:</b>  See herein	<b>Delivery offered:</b>
<b>Supplier name and address:</b>	
<b>Contact:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
<b>Name and title of person authorized to sign on behalf of supplier (type or print):</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

This bid solicitation is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- 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;
- Part 6 Security Requirement: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the (A) Statement of Work, (B) Basis of Payment, (C) Security Requirement Check List, (D) Insurance Requirements, and (E) Task Authorization Form.

### 1.2 SUMMARY

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of the Canadian Nuclear Safety Commission (CNSC or the "Client") for Office Relocation and Related Services on an "as and when requested basis".
- 1.2.2 It is intended to result in the award of one (1) contract for four (4) years.
- 1.2.3 There is a security requirement associated with this requirement. For additional information, see Part 6 – Security Requirement, and Part 7 – Resulting Contract Clauses.
- 1.2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.



### 1.3 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person. A de-brief is intended to provide the Bidder with feedback on their proposal and the solicitation process, to review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria, and to identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals. A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.



## PART 2 – BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS (A000T – 2012-07-16 - modified)

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- 2.1.2 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.
- 2.1.3 The 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications:
- 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”.
  - Revise subsection 4 of section 5 by deleting “60 days” and inserting “180 days”.
  - Delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
  - Delete subsection 2 of section 20, Further Information, in its entirety.
  - With the exception of sections 1 and 3 of the 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.

If there is a conflict between the provisions of 2003 (2018-05-22) and this document, this document prevails.

### 2.2 SUBMISSION OF BIDS

- 2.2.1 Bids must be received by email, by the time and date indicated below:

Email address for submitting your bid: [cpsc.solicitation-demandedesoumission.ccsn@canada.ca](mailto:cpsc.solicitation-demandedesoumission.ccsn@canada.ca)

By: 2:00 PM on June 5, 2019 Eastern Daylight Time (EDT)

- 2.2.2 The CNSC will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- 2.2.3 Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC. The CNSC is limited to individual emails of a maximum size of fifteen (15) MBs.
- 2.2.4 Due to the nature of the bid solicitation, hard copy bids and bids transmitted by facsimile to the CNSC will not be accepted.



## **2.3 ENQUIRIES – BID SOLICITATION**

- 2.3.1 All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the CNSC determines that the enquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

## **2.4 FORMER PUBLIC SERVANT**

See Part 5 – Certifications and Part 7 - Resulting Contract Clauses, section 7.6 for more information.

## **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.

## **2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. ". The CNSC will have the right to accept or reject any or all suggestions.



## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

#### 3.1.1 Copies of Bid

The CNSC requests that bidders provide their bid in separate documents as follows:

- a) Section I: Technical Bid (1 soft copy by email)
- b) Section II: Financial Bid (1 soft copy by email)
- c) Section III: Certifications (1 soft copy by email)

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

The CNSC is limited to individual emails of a maximum size of fifteen (15) MBs.

#### 3.1.2 Format for Bid

The CNSC requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) dimensions;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) include a table of contents.
- e) Soft copies will be accepted in any of the following electronic formats:

- Portable Document Format (.pdf)
- Microsoft Word 97/2000 (.doc)

#### 3.1.3 Bid Submission Form

Bidders are requested to include the Bid Submission Form – Attachment 1 to Part 3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If the CNSC determines that the information required by the Bid Submission Form is incomplete or requires correction, the CNSC will provide the Bidder with an opportunity to do so.

#### 3.1.4 Submission of Only One Bid

- 3.1.4.1 A Bidder, including related entities, will be permitted to submit only one (1) bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), the CNSC will provide those Bidders with two (2) working days to identify the single bid to be considered by the CNSC. Failure to meet this deadline will result in all the affected bids being disqualified.



3.1.4.2 For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.1.4.3 Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

### 3.1.5 Joint Venture Experience

3.1.5.1 Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

3.1.5.2 A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.1.5.3 Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.



Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

3.1.5.4 Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

## **3.2 SECTION I: TECHNICAL BID**

3.2.1 In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.2.2 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.

3.2.3 Technical bids must demonstrate compliance with all mandatory evaluation criteria and should specifically respond to each of the point-rated technical evaluation criteria.

3.2.4 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.

## **3.3 SECTION II: FINANCIAL BID**

### **3.3.1 Pricing**

Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 2 to Part 3 of this bid solicitation. The total amount of Applicable Taxes should be shown separately, if applicable.

### **3.3.2 Blank Prices**

Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, the CNSC will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, "\$0.00". No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is "\$0.00" will be declared non-responsive.

## **3.4 SECTION III: CERTIFICATIONS**

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



### ATTACHMENT 1 TO PART 3 – BID SUBMISSION FORM

Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i> ]  <i>Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Security Clearance Level of Bidder [include both the CISC security clearance number, level and the date it was granted]		
Security Clearance Level of Bidder's Resources		
a) Name of Individual as it appears on security clearance application	a)	
b) Level of security clearance obtained and expiry date	b)	
c) Security Screening Certificate and Briefing Form file number	c)	
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ul style="list-style-type: none"> <li>a) The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>b) This bid is valid for the period requested in the bid solicitation;</li> <li>c) All the information provided in the bid is complete, true and accurate; and</li> <li>d) If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ul>		
Signature of Authorized Representative of Bidder		
Name:		Signature:



## ATTACHMENT 2 TO PART 3 – PRICING SCHEDULE

1. The bidder should complete this pricing schedule and include it in its Financial Bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid its quoted hourly rate or unit price (in Cdn \$).
2. Any estimated level of effort or services, vehicle, equipment and supplies specified in this pricing schedule is provided for bid evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee.
3. Bidders should refer to Annex “A” Statement of Work and Annex “B” Basis of Payment when completing the pricing schedule.
4. No overtime charges will be permitted. Rates are to be provided as indicated below.
5. Time charged by the Contractor will be for the hours actually worked.
6. All rates and pricing are specified below and are all inclusive firm fixed rates (Applicable Taxes are extra).
7. The Total Bid Evaluation Price will be the total sum of all three sub-totals from the pricing schedule tables found below.
8. It is not anticipated that any moves or services will be requested during holiday periods. Should they be requested, Canadian Federal statutory holiday’s rates would apply which is 1.5 times regular hourly rate.
9. The Labour Rates and Vehicle Rates specified in table I. below include the cost of the following minimum items/equipment, which are listed in subsection 10.3 of Annex “A” Statement of Work:
  - a) 5 dollies per Furniture Installer;
  - b) 1 computer cart per Furniture Installer;
  - c) 1 open bin per Furniture Installer;
  - d) 1 screen cart per Furniture Installer; and
  - e) 5 clean pads per Furniture Installer.



<b>TABLE I.</b>				
<b>LABOUR AND VEHICLE RATES</b>				
<b>Service</b>	<b>A. Hourly Rate</b>	<b>B. Level of Effort for Evaluation Purposes</b>	<b>C. Quantity</b>	<b>I. Total Price for Evaluation Purposes A x B x C = I.</b>
<b>Labour Category</b>				
Crew Supervisor (based on 1 Crew Supervisor) (minimum 1 on site at all times)	\$ _____ per hour	8 hours	1 Crew Supervisor	\$
General Movers (based on 1 Mover)	\$ _____ per hour	8 hours	2 General Movers	\$
Furniture Installers (based on 1 Installer)	\$ _____ per hour	8 hours	5 Furniture Installers	\$
<b>Vehicles, Including Driver</b>				
Cube Van including one driver (mover)	\$ _____ per hour	8 hours	1	\$
Truck min Gross Vehicle Weight Registered (GVWR) 6,800 kg, with Hydraulic lift, including one driver (mover)	\$ _____ per hour	8 hours	2	\$
<b>Sub-Total (I.)</b>				\$



<b>TABLE II.</b>			
<b>PACKING MATERIAL AND EQUIPMENT RATES</b>			
<b>Item</b>	<b>A. Unit Price</b>	<b>B. Quantity/Level of Effort for Evaluation Purposes</b>	<b>II. Total Price for Evaluation Purposes A x B = II.</b>
Cardboard Boxes (2.2 cu ft. capacity, including labels and tape)	\$ _____ per box (including labels and tape)	1	\$
Dollies	\$ _____ per day	10	\$
Screen Carts	\$ _____ per day	2	\$
Computer (CPU ) Cart	\$ _____ per day	2	\$
Clean Furniture Pads	\$ _____ per day	5	\$
Plastic Bins (30" x 24") with lids, labels and security ties. Price per week with one week minimum.	\$ _____ per bin, per week (including labels and ties)	10	\$
<b>Sub-Total (II.)</b>			<b>\$</b>

<b>III.</b>			
<b>WAREHOUSING AND ASSOCIATED LABOUR RATES</b>			
<b>Service</b>	<b>A. Rate</b>	<b>B. Quantity/Level of Effort for Evaluations Purposes</b>	<b>III. Total Price for Evaluation Purposes A x B = III.</b>
Storage Space	\$ _____ per cubic feet per month	1,000	\$
Warehouse Person	\$ _____ per hour	1	\$
<b>Sub-Total (III.)</b>			<b>\$</b>
<b>Total, for Bid Evaluation Purposes (Sub-Total I. + II. + III.)</b>			<b>\$</b>



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of CNSC representatives will evaluate the bids.

4.1.3 In addition to any other time periods established in the bid solicitation:

a) Requests for Clarifications

If the CNSC seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the CNSC. Failure to meet this deadline will result in the bid being declared non-responsive.

b) Requests for Further Information

If the CNSC requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

- i. verify any or all information provided by the Bidder in its bid; or
- ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by the CNSC within two (2) working days of a request by the Contracting Authority.

### 4.2 TECHNICAL EVALUATION

4.2.1 Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

4.2.2 Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

4.2.3 Reference Checks:

- a) If a reference check is performed, the CNSC will conduct the reference check in writing by e-mail. The CNSC will send all email reference check requests to contacts supplied by all the Bidders within a forty-eight (48) hour period using the email address provided in the bid. The CNSC will not deem a criterion met or award any points unless the response is received within five (5) working days of the date that the CNSC's email was sent.



- b) On the third working day after sending out the reference check request, if the CNSC has not received a response, the CNSC will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to the CNSC within five (5) working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The five (5) working days will not be extended to provide additional time for the new contact to respond.
- c) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- d) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (a) the reference customer states he or she is unable or unwilling to provide the information requested, or (b) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- e) Whether or not to conduct reference checks is discretionary. However, if the CNSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### **4.3 FINANCIAL EVALUATION**

- a) For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3. The Bidder must provide fixed, all inclusive, hourly rates and unit prices for the services and items being proposed in accordance with the bid solicitation.
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.4 BASIS OF SELECTION**

##### **Basis of Selection - Highest Combined Rating of Technical Merit (30%) and Price (70%)**

##### **4.4.1 To be declared responsive, a bid must:**

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria; and
- c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

##### **4.4.2 Bids not meeting a) or b) or c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.**



- 4.4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 70$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).
- 4.4.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 30$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- 4.4.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$
- 4.4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.
- 4.4.7 The table below illustrates an example where the selection of the contractor is determined by a 30/70 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (30%) and Price (70%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>27</b>	<b>30</b>	<b>25</b>
<b>Bid Evaluated Price</b>	<b>C\$360,000</b>	<b>C\$355,000</b>	<b>C\$350,000*</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$27 / 30 \times 30 = 27$	$350,000^*/360,000 \times 70 = 68.06$	95.06
<b>Bidder 2</b>	$30 / 30 \times 30 = 30$	$350,000^*/355,000 \times 70 = 69.01$	99.01
<b>Bidder 3</b>	$25 / 30 \times 30 = 25$	$350,000^*/350,000 \times 70 = 70.00$	95.00

\* represents the lowest Bid evaluated price



## ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

### 1. Instructions

#### 1.1 Information to be submitted at bid closing

To demonstrate their compliance with the mandatory and point-rated criteria, Bidders should complete and submit with their bid the following or similar grid for each project required to demonstrate experience.

Unless identified in the specific criterion, at a minimum the Bidder must submit the information requested under a) to e) to clearly demonstrate compliance with the requirements of each criterion.

Mandatory Project/Experience Information		
Item	Submission Requirements	Bidder Response
a)	Client Organization Name for which the work was performed.	
b)	Project Title and description of the project	
c)	<p>Project Duration (start and completion dates in month/year to month/year).</p> <p>Note:</p> <p>The CNSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated. If the resource did not work full-time on the project, the number of full-time months the resource did work must be indicated.</p>	
d)	The role or overall responsibility of the proposed resource.	
e)	A description of the specific work and tasks performed by the proposed resource that clearly demonstrates their experience and how they meet the criterion.	

#### 1.2 Information which should be submitted at bid closing

For reference check purposes, Bidders should provide the following contact information for every project referenced in their bid:

f)	<ol style="list-style-type: none"> <li>1. Client name; and</li> <li>2. Contact person (name, title, phone number, email address, role in project).</li> </ol> <p>The client reference must be from the organization for which the services were delivered and not an affiliate of the Bidder.</p>	
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If the information requested under 1.2 f) is not submitted with the bid, the information must be provided upon request by the Contracting Authority. Failure to do so would result in the bid being deemed non-responsive.

Bidders are also advised that the months of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

**2.0 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary information and documentation to clearly demonstrate compliance with these requirements. Simply repeating the statement contained in the bid solicitation without supporting detail is not sufficient and does not demonstrate compliance.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive and will receive no further consideration. Each mandatory technical criterion should be addressed separately.

Mandatory Criteria	Bidder’s Substantiating Information
<p><b>M1. Bidder’s Experience</b></p> <p>Bidders must have a minimum of five (5) years of experience within the last ten (10) years, as of date of bid closing, in the provision of relocation services, in a Government of Canada department, agency, or crown corporation (as defined under schedules I to VI of the Financial Administration Act).</p>	
<p><b>M2. Letters of Reference</b></p> <p>Bidders must provide a letter of reference for two (2) relocation projects completed in different Government of Canada department, agency, or crown corporation (as defined under schedules I to VI of the Financial Administration Act) . The two (2) relocation projects must have been completed within the last three (3) years, as of date of bid closing, and must have been for a minimum relocation of fifty (50) offices per project. The client reference must be signed by the relocation project authority.</p> <p>The references will be further evaluated through point-rated criterion R1. The CNSC cannot be used as a reference.</p>	
<p><b>M3. Commercial Division</b></p> <p>Bidders must provide details on their permanent Commercial Division and how they will be able to provide a full complement of professional staff for the relocation services described in the Statement of Work at Annex “A”. The Bidder must also provide the e-mail (electronic mail) address and telephone number of their Commercial Division.</p>	



<p><b>M4. Proposed Resources</b></p> <p>Bidders must provide the names of the following resources that will be assigned to perform the Work from the resulting contract:</p> <ul style="list-style-type: none"><li>• Two (2) Crew Supervisors (one must be identified as being always on-site);</li><li>• Two (2) General Movers; and</li><li>• Five (5) Furniture Installers</li></ul> <p>All of the above proposed resources must meet the security requirements of the resulting contract by contract award.</p>	
<p><b>M5. Crew Supervisors Experience</b></p> <p>The Bidder's two (2) proposed Crew Supervisors must each have the following experience within the last two (2) years, as of date of bid closing:</p> <ul style="list-style-type: none"><li>• One (1) year of experience in the area of office relocation;</li><li>• One (1) year of experience in installing, assembling, and disassembling office furniture; and</li><li>• One (1) year of experience in sequential (i.e. succeeding or following in order) packing, moving and unpacking of records, and in relocation of records storage shelving units.</li></ul>	
<p><b>M6. General Movers Experience</b></p> <p>The Bidder's two (2) proposed General Movers must each have one (1) year of experience within the last two (2) years, as of date of bid closing, in moving and relocating office equipment and furniture.</p>	
<p><b>M7. Furniture Installers Experience</b></p> <p>The Bidder's five (5) proposed Furniture Installers must each have one (1) year of experience within the last three (3) years, as of date of bid closing, in the installation, re-configuration and disassembly of panel systems, cabinets, case goods (furniture) and mobile shelving using Teknion, Haworth, Herman Miller and Steelcase furniture systems and equipment.</p>	
<p><b>M8. Warehouse Specifications</b></p> <p>Bidders must certify that their storage space (warehouse) is interior, temperature controlled (i.e. heated and humidity control), and secured (i.e. alarmed and monitored).</p> <p>The CNSC reserves the right to verify and validate compliance with this criterion, prior to contract award, by conducting a site visit to the responsive, highest ranked Bidder's storage space.</p>	
<p><b>M9. Crown Asset Disposal</b></p> <p>Bidders must have five (5) years of experience, within the last ten (10) years, with disposal procedures for furniture and equipment through Crown Asset Distribution (i.e. GC Surplus).</p>	



<b>M10. Equipment and Specifications</b>	
Bidders must provide a statement detailing how they will meet the entire equipment and specifications requirement identified in Section 10 of Annex "A" Statement of Work.	

### 3.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with these requirements. Simply repeating the statement contained in the bid solicitation without supporting detail is not sufficient and does not demonstrate compliance.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive and will receive no further consideration. Each point rated technical criterion should be addressed separately.

Point-Rated Criteria	Scoring	Bidder's Substantiating Information
<p><b>R1. Letters of Reference</b></p> <p>Bidders must demonstrate that the two (2) different letters of references, submitted through M2, provide answers to the following questions:</p> <p>Question 1: Were you satisfied with the quality of the Bidder's project?</p> <p>Question 2: Was the project delivered on time and on budget?</p> <p>Question 3: Would you use their services for future requirements?</p>	<p><u>Thirty (30) Points Maximum</u></p> <p>Maximum of fifteen (15) points per letter of reference</p> <p><u>Answer to question #1:</u></p> <p>a) Satisfied – 5 points b) Somewhat Satisfied – 2 points c) Unsatisfied or no answer provided or declined to answer – 0 points</p> <p><u>Answer to question #2:</u></p> <p>a) On time and on budget – 5 points b) On time only – 3 points c) On budget only – 2 points d) Not on time or on budget, or no answer provided or declined to answer – 0 points</p> <p><u>Answer to question #3:</u></p> <p>a) Yes – 5 points b) No or maybe, or no answer provided or declined to answer – 0 points</p>	
<b>Total Available Points</b>	<b>30 Points</b>	
<b>Minimum Pass Mark</b>	<b>20 Points</b>	



## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. The CNSC will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to the CNSC are subject to verification by the CNSC at all times. The CNSC will declare a bid non-responsive, or will declare a contractor in default 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.

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 for additional information will also render the bid non-responsive or constitute a default under the contract.

### 5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid:

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

#### 5.1.2 Status and Availability of Resources (A3005T – 2018-08-16 – modified)

- a) 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.
- b) 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.

#### 5.1.3 Education and Experience (A3010T – 2010-08-16)

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. 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.



## 5.2 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.

### 5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

The CNSC will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the [FCP Limited Eligibility to Bid](#) list at the time of contract award.

### 5.2.2 Former Public Servant – Competitive Bid (A3025T – 2014-06-26 – modified)

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, the CNSC will inform the Bidder of a time frame within which to provide the information. Failure to comply with the CNSC'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? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
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If so, the Bidder must provide the following information, for all FPS 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
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If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

5.2.3 Insurance - Proof of Availability Prior to Contract Award (G1007T – 2016-01-28)

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “D”.

If the information is not provided in the bid, 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.

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**Certifications – Authorized Signature**

Name of Bidder’s Authorized Signatory	Signature of Bidder’s Authorized Signatory	Date
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## PART 6 – SECURITY REQUIREMENT

- 6.1 Before award of a contract, the following conditions must be met:
- a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - b) the Bidder’s proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
  - c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 6.2 For additional information on security requirements, bidders should consult the [Security Requirements for PWGSC Bid Solicitations – Instructions to Bidders](#) document on the Departmental Standard Procurement Documents Website.
- 6.3 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- 6.4 The CNSC may, at any time, request that a Bidder provide properly completed and signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all contractors/resources within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.
- 6.5 The CNSC reserves the right to reject any bid following its review of the results of the security clearance verification process.
- 6.6 The security clause indicated in Part 7 – Resulting Contract Clauses, 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.
- 6.7 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.8 For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## PART 7 – 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 apply to and form part of any contract resulting from the bid solicitation.

### 7.1 SECURITY REQUIREMENT

- 7.1.1 The Contractor and/or its personnel must, at all times during the performance of the contract, maintain a valid RELIABILITY STATUS granted by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), Canadian Nuclear Safety Commission or another Federal Departments.
- 7.1.2 The Contractor and/or its personnel MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets.
- 7.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Canadian Nuclear Safety Commission.
- 7.1.4 The Contractor must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex “C”.
- 7.1.5 The contractor is solely responsible for obtaining any security clearance required for the performance of the work under this Contract.
- 7.1.6 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.
- 7.1.7 The CNSC may require the contractor and/or its employees and/or subcontractor(s) performing the contract work to obtain fingerprints for criminal record checks. The contractor and/or its employees and/or subcontractor(s) hereby agrees to release any information required by the CNSC and to obtain their fingerprints by presenting themselves at any of the Commissionaires offices across Canada (<https://www.commissionaires.ca/en/national/home>). Failure to provide the above 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.

### 7.2 STATEMENT OF WORK

The contractor must perform the work in accordance with the Statement of Work at Annex “A” and the contractor's technical bid dated *To be identified at Contract award*.

### 7.3 STANDARD CLAUSES AND CONDITIONS (A0000C – 2012-07-16 – modified)

- 7.3.1 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties.



### 7.3.2 General Conditions:

2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity) apply to and form part of the contract. The following change is made:

- a. With respect to Section 25 - Termination for Convenience, of General Conditions 2010B, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:
  4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
  5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
    - i. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
    - ii. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
  6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the CNSC under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the CNSC the portion of any advance payment that is unliquidated at the date of the termination.

## 7.4 TERM OF CONTRACT

### 7.4.1 Period of the Contract

The period of the Contract is from *To be identified at Contract award* inclusive

## 7.5 AUTHORITIES

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tilsley  
Contracting Officer  
Canadian Nuclear Safety Commission

Email: [cnsolicitation-demandedesoumission.ccsn@canada.ca](mailto:cnsolicitation-demandedesoumission.ccsn@canada.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.



## 7.5.2 Project Authority

The Project Authority for the Contract is:

*To be identified at Contract award*

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.

## 7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

*To be identified at Contract award*

## 7.6 PAYMENT

### 7.6.1 Basis of Payment

One or more of the basis of payment options below will be specified in each TA:

#### Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 TA Approval Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- A. when it is 75 percent committed, or
- B. four (4) months before the final delivery date specified in the approved TA, or



- C. as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

If the notification is for inadequate approved TA funds, the Contractor must provide to the TA Approval Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

TA subject to a ceiling price

For the Work described in the Statement of Work in Annex A:

- i. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a ceiling price. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- ii. The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.
- iii. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

7.6.3 Limitation of Expenditure – Cumulative Total of all Approved Task Authorizations

7.6.3.1 Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed \$352,000.00. Customs duties are included and applicable taxes are extra.

7.6.3.2 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% 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.

7.6.3.3 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.



#### 7.6.4 Method of Payment – Approved Task Authorizations

The following methods of payment may form part of the approved TA:

##### 7.6.4.1 For a Firm Price TA

###### i. Single Payment

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work or upon completion and delivery of milestone deliverables in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

###### ii. Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

##### 7.6.4.2 Limitation of Expenditure and Ceiling Price TAs

For the Work specified in an approved TA subject to a limitation of expenditure or ceiling price:

###### i. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

###### ii. Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

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

7.6.5.1 Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S.C. 1985, c.1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

7.6.5.2 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.

7.6.5.3 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".

7.6.6 No Responsibility to Pay for Work not performed due to Closure of Government Offices

7.6.6.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, the CNSC is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

7.6.6.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, the CNSC is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



## 7.7 INVOICING INSTRUCTIONS

7.7.1 Invoices can be emailed to [cnsc.financefinance.ccsn@canada.ca](mailto:cnsc.financefinance.ccsn@canada.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

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

7.7.3 The Contractor shall attach copies of timesheets or work orders with the invoice to support the time claimed on the invoice.

7.7.4 The last and final invoice under the contract shall be clearly marked “final invoice”.

7.7.5 Payment by Direct Deposit

7.7.5.1 Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 General Conditions – Higher Complexity, Services \(2018-06-21\)](#) forming part of this Contract.

7.7.5.2 To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.

7.7.5.3 It is the sole responsibility of the Contractor to ensure that the information and account number submitted to the CNSC via their Direct Deposit Enrolment Form is up to date. Should the Contractor’s information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 General Conditions – Higher Complexity, Services \(2018-06-21\)](#)) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.7.6 The Contractor’s invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.

## 7.8 CERTIFICATIONS

7.8.1 Instructions to Contractors

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.



## 7.8.2 SACC Manual Clauses

### 7.8.2.1 Replacement of Specific Individuals

- a) 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.
- b) 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 the CNSC. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - i. the name, qualifications and experience of the proposed replacement; and
  - ii. proof that the proposed replacement has the required security clearance granted by the CNSC, if applicable.
- c) 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.

### 7.8.2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: *To be identified at Contract award*

### 7.8.2.3 Time Verification

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

### 7.8.2.4 Access to Facilities and Equipment

The CNSC's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by the CNSC and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

### 7.8.2.5 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.



## 7.9 APPLICABLE LAWS

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

## 7.10 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) General Conditions 2010B (2018-06-21) Professional Services (Medium Complexity);
- c) the signed Task Authorizations including any required Certifications;
- d) Annex A, Statement of Work;
- e) Annex B, Pricing Schedule;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Insurance Requirements;
- h) Annex D, Task Authorization Form;
- i) the Contractor's bid dated *To be identified at Contract award*

## 7.11 DISPUTE RESOLUTION

7.11.1 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 thirty (30) working days unless resolved earlier. The parties may agree to an extension of the thirty (30) working day period upon agreement in writing by each party.

7.11.2 All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 7.11.1 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 twenty (20) working days unless resolved earlier. The parties may agree to an extension of this twenty (20) working day period upon agreement in writing by each party.

7.11.3 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 7.11.2 shall be finally settled by binding arbitration.

7.11.4 The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within thirty (30) calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this thirty (30) calendar day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.

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



- 7.11.6 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.
- 7.11.7 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.
- 7.11.8 The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting administration of this contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

*Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

## 7.12 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 7.13 INSURANCE – SPECIFIC REQUIREMENTS

- 7.13.1 The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 7.13.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 7.13.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to the CNSC a certified true copy of all applicable insurance policies.



## 7.14 JOINT VENTURE

*Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

- 7.14.1 The Contractor confirms that the name of the joint venture is *To be identified at Contract award* and that it is comprised of the following members: *To be identified at Contract award*.
- 7.14.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- a) *To be identified at Contract award* has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - b) by giving notice to the representative member, the CNSC will be considered to have given notice to all the members of the joint venture Contractor; and
  - c) all payments made by the CNSC to the representative member will act as a release by all the members.
- 7.14.3 All the members agree that the CNSC may terminate the Contract in its discretion if there is a dispute among the members that, in the CNSC's opinion, affects the performance of the Work in any way.
- 7.14.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.14.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 7.14.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

## 7.15 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a) During the performance of any Work at a CNSC site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative.
- b) If the CNSC determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from the CNSC the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- c) In addition to any other rights it has under the Contract, the CNSC may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



## 7.16 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

*Note to Bidders: This Article will be deleted if the bidder awarded the contract does not have any proposed resources which are former public servants.*

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

## 7.17 TASK AUTHORIZATION (“TA”)

### a) Purpose of TA

Services to be provided under the Contract on an “as-and-when-requested basis” will be ordered by Canada using the Task Authorization (“TA”) process. The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a valid and signed TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

### b) Process of Issuing a TA

If a requirement for a specific task is identified, a draft “statement of task” will be prepared by the Client and sent to the Contractor by the Contracting Authority. Once it receives the statement of task, the Contractor must submit a response to the Contracting Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within five (5) working days of the request, unless otherwise specified.

### c) Approval Process

If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a fully signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

### d) Authority to Issue a TA

All TAs must be issued directly by the Contracting Authority.

### e) Contents of a TA

A Task Authorization must contain the following information, if applicable:

- i. a task number;
- ii. the number of resources in each category required;
- iii. a statement of work for the task outlining the activities to be performed and identifying any deliverables;



- iv. the duration of the task is to be carried out (start and end dates);
  - v. milestone dates for deliverables and payments (if applicable);
  - vi. the number of person-days of effort required;
  - vii. the specific work location;
  - viii. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - ix. any other constraints that might affect the completion of the task.
- f) Charges for Work under a TA

The Contractor must not charge Canada anything more than the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

- g) Consolidation of TAs for Administrative Purposes

The Contract may be amended from time to time to reflect all TAs issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

- h) Refusal of Task Authorizations

The Contractor is required to submit a response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response to a draft statement of task issued during the Contract Period.

## 7.18 MINIMUM WORK GUARANTEE

- a) In this clause, "Minimum Contract Value" means 1% of the amount identified under section 7.6.3, Limitation of Expenditure - Cumulative Total of all Approved Task Authorizations, on the date of contract award. The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- b) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.



- c) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.19 COMPETITIVE AWARD**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.



## ANNEX A – STATEMENT OF WORK

### 1.0 Title

Office Relocation and Related Services

### 2.0 Background

2.1 The Security, Facilities and Administration Division (SFAD) of the Canadian Nuclear Safety Commission (CNSC) require office relocation and accommodation support services in the National Capital Region (NCR) on an as and when required basis.

2.2 One of the key roles of SFAD is to offer on-going accommodation support to CNSC employees in a number of buildings within the NCR. The intent is to minimize the amount of work downtime and/or waiting period for CNSC's employees by offering relocation services and office reconfiguration project capacity while ensuring continuous operations for the CNSC programs. The Contractor's services provided under the contract will support this key function.

### 3.0 Objective

To maintain an efficient and timely level of internal and external relocation and accommodation services and to ensure a safe, accessible and functional work environment for the CNSC and its resources.

### 4.0 Scope

4.1 The Contractor is to accomplish various as and when required tasks, through the issuance of Task Authorizations (TA), servicing CNSC in the National Capital Region (NCR). This work can be performed during office hours depending on the impact to the CNSC's operations and can be done after working hours and weekends and consists of completing tasks associated with briefcase moves, regular moves and office case goods relocation.

4.2 The services requested by CNSC may also include small, medium and large office relocation/moves, the installation and reconfiguration of panel systems, and the assembly of cabinets, case goods (furniture) and fixed and mobile filing systems.

### 5.0 Tasks to be Performed/Services to be Provided

Each Task Authorization will specify the tasks to be completed.

5.1 The Contractor must be prepared to be on-site to perform the work within forty-eight (48) hours of notice being given by the Project Authority.

5.2 Relocation services provided by the Contractor will include, but will not be limited to, the moving of office furniture, full office suites, workstation systems, office equipment, filing cabinets, computer hardware, boxes, printers, copiers, scanners, fridges, microwaves, files, records and providing general accommodation support.

5.3 All work must be provided strictly in accordance with the Schedule and Hours of Work condition specified in section 11 herein. The work schedule may be subject to change, in the event of unforeseen circumstances and as authorized by the Project Authority.

5.4 The Contractor's tasks will encompass assembling and disassembling furniture, loading and unloading furniture, equipment and material, packing, unpacking, crating, uncrating, transporting, plus cleaning up the affected area(s) at the end of each job/move.



- 5.5 Within twenty-four (24) hours, as requested by the Project Authority, the Contractor must prepare a furniture and effects inventory report which will identify any damaged furniture, property items or assets prior to the items being moved, repaired or installed. Any damage must be verified by the Project Authority, prior to the item(s) being moved, repaired or installed.
- 5.6 The Contractor may be expected to deliver from the Contractor's warehouse to the Project Authority's identified work sites small amounts of goods, furniture or equipment within twenty-four (24) hours' notice and within forty-eight (48) hours for larger orders. The same time frames apply for components being returned to the warehouse for storage (if applicable).
- 5.7 The Project Authority will be granted access to the Contractor's warehouse facilities, at all times with reasonable advance notice (if applicable).
- 5.8 At the time of a requested move, the Contractor is to be familiar with all the locations in which the work is to occur, and with various freight handling systems in order to assess the docking, loading and unloading facilities.
- 5.9 The Contractor must provide transportation to and from the work sites, for the Contractors' personnel, their tools, equipment, and also for all related materials and supplies required for the performance of the work, at no additional cost for transportation to the Project Authority's identified site.
- 6.0 Contractor's Staff/Personnel**
- 6.1 The Contractor's personnel assigned to the work will be the Crew Supervisors, General Movers, Drivers and Furniture Installers.
- 6.2 Each move, regardless of how big or small, requires a Crew Supervisor. The Crew Supervisor must have a communication device at all times during the performance of the work for immediate response to the Project Authority i.e. cell phone, pager, two-way radio.
- 6.3 The Contractor's personnel must:
- a) possess the knowledge related to sequential packing, assembly and dismantling of storage systems units and integrated workstations;
  - b) be able to read screen and floor plans and furniture layouts;
  - c) display the Contractor's name or logo on their outer garment(s) for identification purposes and maintain a personal identity card of the Contractor that must be visible on their person and show it whenever they are asked to do so at any move location;
  - d) have client orientation and interpersonal skills, be reliable, able to work well with others, dress properly for work, possess good communication skills, and be civil and respectful while performing the work. Since the work to be performed is considered a front line function, all personnel performing the tasks shall wear clothes appropriate for the environment as well as be neat in appearance and have the proper dress code (casual and clean); and
  - e) wear safety steel toe work boots with the approved green tag label worn at all times during work hours as required, and wear protective clothing, materials, devices and equipment in accordance with the *Canada Occupational Safety and Health Regulations*. The Contractor will be required to respect all environmental sensitivity postings and guidelines in CNSC occupied space.



## **7.0 Location of Work, Work Site and Delivery Point**

- 7.1 The Contractor and its personnel assigned to the requested work must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.
- 7.2 Work could be dispersed within CNSC premises in the NCR, on all CNSC floors, lobby, and basement levels of these buildings. The CNSC's headquarters is located at 280 Slater Street, Ottawa, Ontario. The Contractor must report to the Project Authority at CNSC headquarters when required. Other CNSC locations in the NCR include the following locations, but are not limited to:
- 1601 Telesat Court, Ottawa, Ontario;
  - 333 Laurier Avenue, Ottawa, Ontario;
  - 3484 Limebank Road (Lab), Ottawa, Ontario; and
  - 410 Laurier Avenue, Ottawa, Ontario.
- 7.3 The Contractor and the Contractor's personnel are responsible for their own travel expenses to and from the worksites.

## **8.0 Language of Work**

The Contractor's personnel must have the ability to understand and to communicate in English and/or French.

## **9.0 Technical, Operational and Organizational Environment**

All duties and tasks are to be performed by the Contractor in government office facilities and contractor warehouse facilities (if applicable) including the basement and penthouse storage areas and loading docks within these facilities. Usage of the freight elevator is mandatory when equipment, boxes and furniture are being moved.

## **10.0 Equipment and Specifications**

- 10.1 The Contractor must, by supplying the required personnel, equipment and tools, complete the work requested in a timely and efficient fashion.
- 10.2 The type of work requested will consist of small, medium and large office moves and furniture systems installations and reconfigurations. These systems are primarily Teknion, Haworth, Herman Miller and Steelcase. Work will also encompass general accommodation support responsibilities such as, but not limited to, deliveries of boxes/labels, room set-ups, surplus removal, servicing of defective/locked cabinets.
- 10.3 For any work request, the Contractor will provide, at a minimum, the following items/equipment per Furniture Installer, of which the cost will be included in the hourly rates charged by the Contractor:
- 5 dollies per Furniture Installer;
  - 1 computer cart per Furniture Installer;
  - 1 open bin per Furniture Installer;
  - 1 screen cart per Furniture Installer; and
  - 5 clean pads per Furniture Installer.
- 10.4 The Contractor will provide tool kits for each Furniture Installer coming to the site, a minimum of, but not limited to, the following:



- Robertson screwdrivers, sizes #1, #2 and #3;
- Philips screwdrivers, sizes #1, #2 and #3;
- Two sizes of standard (flat head) screw drivers;
- Stubby Robertson screwdriver, size #2;
- Long nose pliers;
- Vice grips;
- Side cutters;
- Metric and Imperial wrenches (complete sets);
- Rubber and ball-peen hammers;
- Cordless drill with extra recharged batteries (with #1, #2 and #3 Robertson and Philips screwdriver bits);
- Metric and Imperial Allen keys (complete sets);
- Crowbar;
- Level;
- Plug tester;
- 25 foot measuring tape; and
- All appropriate tools for Teknion, Herman Miller, Haworth and Steelcase screens.

10.5 For the duration of the Contract, to meet the CNSC's relocation requirements, the Contractor will maintain a minimum of the following equipment:

- A minimum of 200 dollies (4 casters, carpeted);
- A minimum of 50 clean pads;
- A minimum of 10 computer carts;
- A minimum of 10 screen carts;
- A minimum of 5 open bins (4 casters);
- A minimum of 300 disposable cardboard library boxes;
- Pads and all necessary tools and equipment to properly and safely complete the Work;
- A minimum of 1 pump truck;
- A minimum of 1 forklift;
- A minimum of 1000 cubic feet of warehousing space available; and
- A minimum of 3 trucks with a maximum height of 3.948 metres (cube vans).

### 11.0 Schedule and Hours of Work

All work must be provided strictly in accordance with the schedule and hours of work condition specified below. The work schedule may be subject to change, in the event of unforeseen circumstances and as authorized by the Project Authority.

#### Hours of Work:

- Regular Schedule for day to day tasks: 7:00 a.m. to 5:00 p.m. local time (NCR).
- After hours and on weekends.

### 12.0 Warehousing Services

The Contractor will, if requested:

- a) Provide approximately 1,000 cubic feet of heated, temperature controlled and secure (alarmed and monitored) warehouse space, in the NCR, for storage of various screens, workstation systems, furniture and office equipment (in the event of short term storage);
- b) Create, provide and maintain a computerized inventory of all CNSC property, assets, equipment and furniture stored at the Contractor's warehouse;



- c) Identify the total amount of cubic feet of actual CNSC assets warehoused;
- d) Provide warehouse handling, including loading and unloading from trucks at the warehouse dock; and
- e) Provide lifting equipment, skids, commercial racking, wrapping material, etc. for the proper storage of assets.

### **13.0 Damage to or Loss of CNSC Property**

In the event of any damage to or loss of CNSC's property (including but not limited to equipment, furnishings, floor and wall finishes) attributed to the Contractor during a move and/or warehousing operation, the Contractor will repair or replace the property within two (2) weeks notification of such damage or loss.

### **14.0 Vehicles**

The Contractor must:

- a) provide a sufficient number of cube vans, with sufficient clean furniture pads in each truck and a wallboard, as required;
- b) provide additional vehicles, upon request, including smaller delivery type vehicles or specific purpose vehicles to move heavy or awkward loads, with hydraulic tail gates, on an as-needed basis;
- c) ensure readily available back-up vehicles in case of breakdown at no additional cost to the identified user(s);
- d) ensure vehicles are clean and in good working order; and
- e) ensure that all vehicles used to fulfil the terms of the contract will be properly insured in accordance with the requirements of the Contract.

### **15.0 Reporting Requirements**

The Contractor must provide a timesheet form or work order with each submitted invoice; this documentation will support the hours claimed for the work completed. The Contractor must also submit the furniture and effects inventory report as required in accordance with the terms of the Contract.



## ANNEX B – PRICING SCHEDULE

- 1.1 During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.
- 1.2 Prior to each relocation move and in response to a specific scope of work submitted to the Contractor by the Project Authority, the Contractor must submit a quotation to the CNSC Project Authority. All quotations must itemize all costs associated with the services related to the work as described in the Statement of Work as Annex “A”.
- 1.3 In consideration of the Contractor satisfactorily completing all of its obligations under the specified scope of work, the Contractor will be paid the firm hourly rate(s)/unit price(s) as specified in the table below. Customs duties are included and Applicable Taxes are extra.
- 1.4 The CNSC will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.
- 1.5 No overtime charges will be permitted to be charged by the Contractor. Rates are to be provided as indicated herein.
- 1.6 It is not anticipated that any moves or services will be requested during holiday periods. Should they be requested, Federal statutory holiday’s rates would apply which is 1.5 times regular hourly rate.
- 1.7 Time charged by the Contractor will be for the hours actually worked.
- 1.8 The Labour Rates and Vehicle Rates specified in the tables at article 2 below include the cost of the following minimum items/equipment, which are listed in subsection 10.3 of Annex “A” Statement of Work:
  - dollies per Furniture Installer;
  - 1 computer cart per Furniture Installer;
  - 1 open bin per Furniture Installer;
  - 1 screen cart per Furniture Installer; and
  - clean pads per Furniture Installer

### 2.0 Firm Hourly Rate(s) / Unit Price(s)

LABOUR RATES	
Service	Fixed Hourly Rate
Crew Supervisor (based on 1 Crew Supervisor) (minimum 1 on site at all times)	\$ <i>To be identified at Contract award</i>
General Movers (based on 1 Mover)	\$ <i>To be identified at Contract award</i>
Furniture Installers (based on 1 Installer)	\$ <i>To be identified at Contract award</i>



<b>VEHICLE RATES, INCLUDING DRIVER</b>	
<b>Service</b>	<b>Fixed Hourly Rate</b>
Cube Van including one driver (mover)	\$ <i>To be identified at Contract award</i>
Truck min Gross Vehicle Weight Registered (GVWR) 6,800 kg, with Hydraulic lift, including one driver (mover)	\$ <i>To be identified at Contract award</i>

<b>PACKING MATERIAL AND EQUIPMENT RATES</b>	
<b>Item</b>	<b>Fixed Rate</b>
Cardboard Boxes (2.2 cu ft. capacity, including labels and tape)	\$ <i>To be identified at Contract award</i> per box (including labels and tape)
Dollies	\$ <i>To be identified at Contract award</i> per day
Screen Carts	\$ <i>To be identified at Contract award</i> per day
Computer (CPU ) Cart	\$ <i>To be identified at Contract award</i> per day
Clean Furniture Pads	\$ <i>To be identified at Contract award</i> per day
Plastic Bins (30" x 24") with lids, labels and security ties. Price per week with one week minimum.	\$ <i>To be identified at Contract award</i> per bin, per week (including labels and ties)

<b>WAREHOUSING AND ASSOCIATED LABOUR RATES</b>	
<b>Service</b>	<b>Fixed Rate</b>
Storage Space	\$ <i>To be identified at Contract award</i> per cubic feet per month
Warehouse Person	\$ <i>To be identified at Contract award</i> per hour



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 87055-18-0110
Security Classification / Classification de sécurité

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

Form with multiple sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department, 3. a) Subcontract Number, 4. Brief Description of Work, 5. Will the supplier require access to Controlled Goods?, 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?, 7. a) Indicate the type of information that the supplier will be required to access, 7. b) Release restrictions, 7. c) Level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





ver / Numéro du contrat <b>8 7055-18-0110</b>
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

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



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## ANNEX D – INSURANCE REQUIREMENTS

### 1.0 Commercial General Liability Insurance (G2001C - 2018-06-21)

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2.0 Automobile Liability Insurance (G2020C – 2018-06-21)**

- 2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2.2 The policy must include the following:
  - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b) Accident Benefits - all jurisdictional statutes
  - c) Uninsured Motorist Protection
  - d) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e) OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire



- f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

### **3.0 Warehouseman's Legal Liability Insurance (G2052C – 2018-06-21)**

- 3.1 The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
- 3.3 The following endorsements must be included:
  - a) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c) Loss Payee: Canada as its interest may appear or it may direct.
  - d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Canadian Nuclear Safety Commission and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **4.0 All Risk Property Insurance (G3001C – 2018-06-21)**

- 4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risks Property insurance policy must include the following:
  - a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b) Loss Payee: Canada as its interest may appear or as it may direct.
  - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Canadian Nuclear Safety Commission and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



**5.0 All Risk in Transit Insurance  
(G3010C – 2018-06-21)**

- 5.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
- 5.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 5.3 The All Risk Property in Transit insurance must include the following:
- a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - b) Loss Payee: Canada as its interest appears or as it may direct.
  - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Canadian Nuclear Safety Commission and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



## ANNEX E – TASK AUTHORIZATION FORM

TASK AUTHORIZATION		
<b>Contractor:</b>	<b>Contract Number:</b>	
<b>Task Number:</b>	<b>Date:</b>	
<b>Amendment Number:</b>	<b>Date:</b>	
<b>1. TA REQUEST (For completion by Technical Authority)</b>		
<b>Background/Objective:</b>		
<b>Tasks:</b>		
<b>Deliverables and Associated Schedule:</b>		
<b>Format of Deliverables:</b>		
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>	<b>To:</b>
<b>3. WORK LOCATION</b>		
<b>4. OTHER CONDITIONS / RESTRAINTS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>Specify:</b>	
<b>5. TRAVEL</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>Specify:</b>	
<b>6. BASIS OF PAYMENT</b>	<input type="checkbox"/> Limitation of Expenditure <input type="checkbox"/> Ceiling Price <input type="checkbox"/> Firm Price	
<b>7. METHOD OF PAYMENT</b>	<input type="checkbox"/> Single <input type="checkbox"/> Monthly <input type="checkbox"/> Milestones	
<b>8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>	<input type="checkbox"/> Reliability Status <input type="checkbox"/> Confidential <input type="checkbox"/> Secret	
<b>9. BILINGUALISM (if applicable)</b>	<input type="checkbox"/> English <input type="checkbox"/> French	



TA PROPOSAL(For completion by Contractor)				
<b>10. ESTIMATED COST CONTRACT</b>				
Category and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Sub-total Professional Fees:</b>				<b>\$</b>
<b>HST:</b>				<b>\$</b>
<b>Total:</b>				<b>\$</b>
<b>TA APPROVAL</b>				
<b>11. SIGNING AUTHORITIES</b>				
	<b>Signatures of Authorized Representatives</b>		<b>Date</b>	
<b>Name &amp; Title of Individual Authorized to Sign on Behalf of Contractor:</b>				
<b>Name &amp; Title of Contracting Authority:</b>				
<b>12. INVOICING</b>				
<p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.</p> <p>The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.</p> <p><b>Invoices must be sent electronically via email to:</b> (to be inserted at TA issuance)</p>				
<b>Financial Coding:</b>				