

RETURN BIDS BY EMAIL TO:			Custom Maintenance	
	Title: OnGuard/Lenel System and CCVE System Maintenance			
cnsc.solicitation- demandedesoumission.ccsn@canada.ca	Solicitation no.:		Date:	
Bid solicitation	87055-18-0255		June 27, 2019	
Proposal to: Canadian Nuclear Safety	File No. – N° de dossier:			
Commission (CNSC)	87055-18-0255			
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with	Solicitation closes:	Time zone:		
the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein	At 11:00 a.m. August 7, 2019	Eastern Daylight Time (EDT)		
and on any attached sheets at the price(s) set out thereof.	Address inquiries to:			
On behalf of the bidder, by signing below, I	Daniel Tilsley			
confirm that I have read the entire bid solicitation including the documents	Email:			
incorporated by reference into the bid solicitation and I certify that:	cnsc.solicitation-demandedesoumission.ccsn@canada.ca			
1. The bidder considers itself and its products able to meet all the mandatory requirements	Destination:			
described in the bid solicitation;	See herein			
2. This bid is valid for the period requested in the bid solicitation;	Delivery required:	Delive	ery offered:	
3. All the information provided in the bid is complete, true and accurate; and	See herein			
	Supplier name and address:			
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	Contact:			
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT	Telephone:			
Before submitting a bid, foreign-based bidders must contact the contracting authority no later	E-Mail:			
than twenty (20) calendar days before the bid closing date, to obtain the appropriate international security clauses. Bidders from	Name and title of person author supplier (type or print):	orized to	o sign on behalf of	
non-NATO countries or countries who have not signed a bilateral industrial security	Signature	Da	ate	
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.				

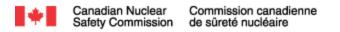


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PART 1 – GENERAL INFORMATION

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 Requirements Check List, and (D) Maintenance Schedule Requirements.

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 maintenance of the OnGuard/Lenel System and CCVE System.
- 1.2.2 It is intended to result in the award of one (1) contract for two (2) years plus an additional three (3) one (1) year options periods.
- 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 (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement, and the Canada-Korea Free Trade Agreement (CKFTA) 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 (A0000T – 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2019-03-04) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications:
 - a) 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".
 - b) Revise subsection 4 of section 5 by deleting "60 days" and inserting "180 days".
 - c) Delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
 - d) Delete subsection 2 of section 20, Further Information, in its entirety.
 - e) With the exception of sections 1 and 3 of the 2003 (2019-03-04) 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 (2019-03-04) 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: <u>cnsc.solicitation</u>demandedesoumission.ccsn@canada.ca

By: 11:00 AM on August 7, 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 7.15 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. If the Bidder an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted 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 at Attachement 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

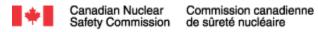
Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.



ATTACHMENT 1 TO PART 3 – BID SUBMISSION FORM

Bidder's full legal name			
	Name		
	Title		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Address		
	Telephone #		
	Email		
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003]			
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.			
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 CISD security clearance number, level and the date it was granted]			
Security Clearance Level of Bidder's Resources			
 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:			
 a) The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; b) This bid is valid for the period requested in the bid solicitation; c) All the information provided in the bid is complete, true and accurate; and 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. 			

Signature of Authorized Representative of Bidder		
Name:	Signature:	



ATTACHMENT 2 TO PART 3 – FINANCIAL EVALUATION

- 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 for each of the periods specified below its quoted fixed hourly rate or fixed monthly rate as specified below.
- 2. Any estimated level of effort or services in the pricing schedule is provided for bid evaluation purposes only. It is not to be considered as a contract guarantee.
- 3. Bidders should refer to Annex "A" Statement of Work when completing the pricing schedule.
- 4. Time charged by the Contractor will be for the hours actually worked. No overtime charges will be permitted. Rates are to be provided as indicated below.
- 5. All rates and pricing are specified below and are all inclusive firm fixed rates (Applicable Taxes are extra).
- 6. The Total Evaluation Price of the bid will be the Evaluated Price of Tables A and B, as follows:

Total Evaluated Price	
Total Evaluated Price (A5+B5+C5+D5+E5+F5+G5+H5+I5+J5)	\$

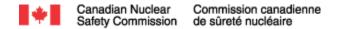


TABLE A. PROFESSIONAL SERVICES

Resource Category	Fixed Hourly Rate Year 1	Fixed Hourly Rate Year 2	Fixed Hourly Rate Year 3 (Option 1)	Fixed Hourly Rate Year 4 (Option 2)	Fixed Hourly Rate Year 5 (Option 3)
 Lenel Certified Expert (LCE) Technician 	(A1)	(B1)	(C1)	(D1)	(E1)
2. Lenel Certified Professional (LCP) Technician	(A2)	(B2)	(C2)	(D2)	(E2)
 Lenel Certified Associate (LCA) Technician 	(A3)	(B3)	(C3)	(D3)	(E3)
4. Automatic System Technician	(A4)	(B4)	(C4)	(D4)	(E4)
Total	(A5 = A1+A2+A3+A4)	(B5 = B1+B2+B3+B4)	(C5 = C1+C2+C3+C4)	(D5 = D1+D2+D3+D4)	(E5 = E1+E2+E3+E4)
Table A. Evaluated Price	(A5+B5+C5+D5+E5)				

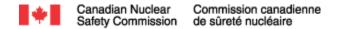


TABLE B. MONTHLY MAINTENANCE

Loc	cation	Fixed All-Inclusive Monthly Rate Year 1	Fixed All-Inclusive Monthly Rate Year 2	Fixed All-Inclusive Monthly Rate Year 3 (Option 1)	Fixed All-Inclusive Monthly Rate Year 4 (Option 2)	Fixed All-Inclusive Monthly Rate Year 5 (Option 3)
1.	280 Slater Street, Ottawa	(F1)	(G1)	(H1)	(11)	(J1)
2.	410 Laurier Avenue, Ottawa	(F2)	(G2)	(H2)	(12)	(J2)
3.	1601 Telesat Court, Ottawa	(F3)	(G3)	(H3)	(13)	(J3)
4.	3484 Limebank Road, Ottawa	(F4)	(G4)	(H4)	(14)	(J4)
	Total	(F4) (F5 = F1+F2+F3+F4) x 12	(G4) (G5 = G1+G2+G3+G4) x 12	(H5 = H1+H2+H3+H4) x 12	(14) (15 = 11+12+13+14) x 12	(J4) (J5 = J1+J2+J3+J4) x 12
	Table B. Evaluated Price (F5+G5+H5+I5+J5)					



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 Reference Checks:

- a) If a reference check is performed, the CNSC will conduct the reference check in writing by e-mail. 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 Total Evaluated Price of a bid will be determined in accordance with the Financial Evaluation detailed in Attachment 2 to Part 3.
- 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

Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest Total Evaluated Price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 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
M1. Lenel Certified Technicians	
The Bidder must propose a team of five (5) Lenel certified technicians for the provision of installation, repair, maintenance, troubleshooting and programming services for the following security software and hardware systems in the National Capital Region:	
 Access Control Systems (OnGuard/Lenel), Closed Circuit Video Equipment (CCVE) Systems, and Intrusion Detection Systems. 	
At a minimum, the proposed team must consist of the following types of certified technicians:	
 Three (3) junior technicians qualified at the Lenel Certified Associate (LCA) level or higher; One (1) intermediate technician qualified at the Lenel Certified Professional (LCP) level or higher; and One (1) senior technician qualified at the Lenel Certified Expert (LCE) 	
The Bidder must provide a valid copy of the Lenel certification for each proposed technician. If not provided with the Bid, the certification must be provided upon request of the Contracting Authority.	
M2. Automatic Systems Technicians	
The Bidder must propose two (2) technicians for the provision of services on Automatic Systems in the National Capital Region. The proposed technicians must have previous experience servicing Automatic Systems.	



M3. Human Resources Plan					
The Bidder must provide a Human Resources Plan detailing how it will effectively manage and support the nature of the work in the Contract. The Human Resources Plan must include the following elements:					
 a recruitment plan in support of this Contract; an employee retention plan in support of this Contract; and a risk management and contingency plan to account for foreseeable risks in the management of the Contract. 					
M4. Bidder's Regional and Site Offices					
The Bidder must have offices located in a radius of 300 km of the following regions/cities:					
 Montréal, Québec Toronto, Ontario St-John, New-Brunswick Calgary, Alberta Saskatoon, Saskatchewan 					
The Bidder must provide the physical address of the offices that meet the above requirement.					



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 (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/formulaire-form-eng.pdf</u>), to be given further consideration in the procurement process.

- 5.1.2 Status and Availability of Resources (A3005T 2010-08-16 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> 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 <u>FCP Limited Eligibility to Bid</u> 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>,



R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 <u>Contracting Policy Notice:</u> 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes**() **No**()

If so, the Bidder must provide the following information:

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

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

Certifications – Authorized Signature

Name of Bidder's Authorized SignatorySignature of Bidder's Authorized SignatoryDate



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 6 -Resulting Contract Clauses;
 - b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
 - c) 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 <u>Security</u> <u>Requirements for PWGSC Bid Solicitations – Instructions to Bidders</u> 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 (<u>Consent to a Criminal Record Verification form - PWGSC-TPSGC 229</u>) 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 <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) 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

- 7.11 The Contractor and/or its personnel must, at all times during the performance of the contract, maintain a valid RELIABLITY 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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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.

7.4 TERM OF CONTRACT

7.4.1 Period of the Contract

The period of the Contract is from (will be a two year period that will be identified at Contract award) inclusive.

7.5 OPTION TO EXTEND THE CONTRACT

- 7.5.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- 7.5.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 AUTHORITIES

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tilsley Contracting Officer Canadian Nuclear Safety Commission

Email: cnsc.solicitation-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.

7.6.2 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.



7.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

To be identified at Contract award

7.7 PAYMENT

7.7.1 Basis of Payment

The Contractor shall be paid in accordance with the pricing schedule detailed ay Annex B.

7.7.2 Travel and Living Expenses

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

- 7.7.3 Limitation of Expenditure
 - a) Canada's total liability to the Contractor under the Contract must not exceed \$ To be identified at Contract award. Customs duties are included and Applicable Taxes are extra.
 - b) No increase in the total liability of Canada 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 Canada'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:
 - I. when it is 75% committed, or
 - II. four months before the contract expiry date, or
 - III. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

c) 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 Canada's liability.

7.7.4 Method of Payment

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:

- 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.



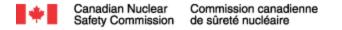
- 7.7.5 T1204 Information Reported by Contractor (A9116C 2007-11-30 modified)
- 7.7.5.1 Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 7.7.5.2 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.
- 7.7.5.3 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".
- 7.7.6 No Responsibility to Pay for Work not performed due to Closure of Government Offices
- 7.7.6.1 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.
- 7.7.6.2 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.

7.8 INVOICING INSTRUCTIONS

7.8.1 Invoices can be emailed to <u>cnsc.financefinance.ccsn@canada.ca</u> OR be mailed to the following address:

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

- 7.8.2 The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
- 7.8.3 The Contractor shall attach copies of timesheets or work orders with the invoice to support the time claimed on the invoice.



- 7.8.4 The last and final invoice under the contract shall be clearly marked "final invoice".
- 7.8.5 Payment by Direct Deposit
- 7.8.5.1 Payments by direct deposit will be subject to Article 16 Payment Period and Article 17 Interest on Overdue Accounts, set out in <u>2035 General Conditions – Higher Complexity, Services (2018-06-21)</u> forming part of this Contract.
- 7.8.5.2 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.
- 7.8.5.3 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 <u>2035 General Conditions Higher Complexity, Services (2018-06-21)</u> forming part of this Contract will not apply, until the Contractor corrects the matter.
- 7.8.6 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.

7.9 CERTIFICATIONS

7.9.1 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.

- 7.9.2 SACC Manual Clauses
- 7.9.2.1 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.

7.9.2.2 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*

7.9.2.3 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.

7.9.2.4 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.

7.9.2.5 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.

7.10 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.

7.11 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) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Maintenance Schedule Requirements;
- g) the Contractor's bid dated To be identified at Contract award



7.12 DISPUTE RESOLUTION

- 7.12.1 The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 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.
- 7.12.2 All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 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.
- 7.12.3 All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 7.11.2 shall be finally settled by binding arbitration.
- 7.12.4 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.
- 7.12.5 The arbitration shall be in accordance with the Commercial Arbitration Act, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
- 7.12.6 The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- 7.12.7 This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.
- 7.12.8 The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting administration of this contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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



<u>Note to Bidders:</u> 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.

7.13 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

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 <u>Public Service Superannuation Act (PSSA)</u> 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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.17 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. TITLE

Maintenance of OnGuard/Lenel System and CCVE System

2. BACKGROUND

The Canadian Nuclear Safety Commission (CNSC) is the nuclear energy and materials regulator in Canada. The mission of CNSC is to regulate the use of nuclear energy and materials to protect health, safety, security, and the environment; and to respect Canada's international commitments on the peaceful use of nuclear energy. Nuclear activities are carefully regulated to ensure their safe operation.

In addition to nuclear power plants and nuclear research facilities, the CNSC regulates numerous other uses of nuclear material. Some examples include radioisotopes used in the treatment of cancer, the operation of uranium mines and refineries, and the use of radioactive sources for oil exploration and in instruments such as precipitation measurement devices.

As the federal regulator, the CNSC executes licensing decisions made by the Commission (or its designates) and continually monitors licensees to ensure they comply with safety requirements that protect workers, the public, and the environment, and uphold Canada's international commitments on the peaceful use of nuclear energy. The CNSC also offers instruction, assistance, and information in the form of regulatory documents, such as policies, standards, guides, and notices. Licensee compliance is verified through inspections and reports.

3. OBJECTIVE

The Contractor must provide maintenance and related services (e.g. repairs, installations, replacements, etc.) to the existing OnGuard/Lenel security equipment and Closed Circuit Video Equipment (CCVE) system at CNSC sites.

4. SCOPE OF WORK

The Contractor must provide monthly maintenance and repair/replacement services for all existing infrastructure and equipment, including but not limited to, access control, intrusion alarm, closed circuit video equipment (CCVE), all wiring, strikes, alarm points, power suppliers, cameras, digital video recorders (DVR's), panels, ID card printer, etc. at the National Capital Region (NCR) as well as the regional and site offices.

5. TASKS AND RESPONSIBILITIES

The Contractor must perform, but not limited to, the following tasks:

A. National Capital Region

- Provide monthly and yearly maintenance services, as per Annex B Maintenance Schedule Requirements;
- Provide installation, repair and rewiring services to the security and alarm systems;
- Provide repair and replacement services on damaged and defective security system components and equipment when required; and
- Install new equipment, as applicable.



B. Regional and Site Offices

- Provide installation, repair and rewiring services to the security and alarm systems;
- Provide repair and replacement services on damaged and defective security system components and equipment when required;
- Install new equipment, as applicable; and
- Work on minor projects related to the security and alarm systems.

6. CLIENT EQUIPMENT

Below is an estimated number of CNSC equipment that requires maintenance in the four offices located in the National Capital Region:

Location	Card readers and electric strike	Dome cameras	Alarm system (pin pad, motion detector, doors contact)	DVR's	Fargo HDP 5000 printer
280 Slater Street, Ottawa	114	72	22	5	1
410 Laurier Avenue, Ottawa	27	12	1	2	0
1601 Telesat Court, Ottawa	20	14	8	2	1
3484 Limebank Road, Ottawa	19	6	4	1	0
TOTAL	180	104	35	10	2

7. DELIVERABLES & ASSOCIATED SCHEDULE

- a) The Contractor must attend the start-up meeting, with the Technical Authority, which will be scheduled within one week of contract award to discuss the work, tasks and objectives that will be required throughout the contract period.
- b) Within one week of contract award, the Contractor must submit in writing, a detailed schedule for the preventive maintenance of the system for the duration of the contract.
- c) For every service/repair request and upon completion of the work, the Contractor must provide a detailed written report of the action(s) taken to fix the problem.
- d) Upon completion of the annual inspection of the Onguard/Lenel system and CCVE system, the Contractor must provide the Project Authority with a detailed written report of the inspection.
- e) The Contractor must attend meetings with the CNSC at any of the locations specified below in Section 10. Location of Work and Travel.



8. FORMAT OF DELIVERABLES

- a) The Contractor must provide written deliverables in, but not limited to, the following formats:
 - following departmental templates;
 - electronic or hard copy;
 - MS Office (Word, Project, PowerPoint, Excel, Visio); or
 - Adobe
- a) Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and will be returned to the Contractor for correction at their expense.
- b) If translation of the deliverables is required, the CNSC will be responsible.
- c) The CNSC reserves the right, at its own discretion, to have all written products printed under CNSC cover, and to distribute them publicly at its discretion. Translation of the document into French or English, CNSC report covers and the publication number(s) will be provided by the CNSC.

9. LOCATION OF WORK AND TRAVEL

The Contractor must provide maintenance and as and when requested services at the following locations:

Local Offices (NCR)	Response Time
280 Slater Street, Ottawa	The Contractor must respond within:
410 Laurier Avenue, Ottawa	2 hours between 7:20 and 17:00 and
1601 Telesat Court, Ottawa	 2 hours, between 7:30 and 17:00, and
3484 Limebank Road, Ottawa	• 4 hours, between 17:00 and 7:30.

The Contractor must provide as and when requested services at the following locations:

Regional and Site Offices	Response Time
Saskatoon 101-22nd Street East, suite 520 Saskatoon, Saskatchewan Canada J7K 0E1	
Calgary 220 4th Ave S.E. suite 670 Harry Hays Building Calgary, Alberta Canada T2G 4X3	The Contractor must respond within: • 24 to 48 hours
Mississauga 5800 Hurontario Street, suite 1087 Mississauga, Ontario Canada L5R 4B4	



Pickering 1675 Montgomery Park Road, Gate 1 Administration Building Pickering, Ontario Canada L1V 2R5	
Darlington Hwy 401 Holt Road. ESS#301 Bowmanville, Ontario Canada L1C 3Z8	
Laval 1575 Chomedey Blvd, room 221 Laval, Quebec Canada H7V 2X2	
	1
Bruce Power Bruce A Technical Building Tiverton, Ontario Canada N0G 2T0	
Chalk River CRL Site Office, Building 508, Station 03, Chalk River, Ontario Canada K0J 1J0	The Contractor must respond within: • 48 to 72 hours
Point-Lepreau 122 County Line Road Maces Bay, New Brunswick Canada E5J 1W1	

10. PERSONNEL REQUIREMENTS

The Contractor must retain a minimum of certified technicians, in the National Capital Region (NCR), as follows:

Resource Category	Number of Resources	Security Level	Language
Lenel Certified Expert (LCE) Technician	1	Reliability	English
Lenel Certified Professional (LCP) Technician	1	Reliability	English
Lenel Certified Associate (LCA) Technician	3	Reliability	English
Automatic System Technician	2	Reliability	English



11. CLIENT SUPPORT

- a) The CNSC will pay for the material requested that will need to be replaced during the contract period.
- b) The CNSC's technical team members and subject matter experts will be made available for meetings.
- c) The CNSC possesses a Lenel OnGuard Software Upgrade and support (SUSP) agreement.

12. CONSTRAINTS

- a) The Contractor must absorb the service cost of repairing or replacing defective equipment.
- Should additional licensing for Lenel (user, card readers, cameras, etc) be required, the Contractor must advise the Project Authority of the need to acquire additional licenses prior to new installations.
- c) It is anticipated that the CNSC will vacate 1601 Telesat Court by March 31, 2020. The CNSC will no longer require monthly/annual maintenance and professional services once the Telesat location is closed.
- d) The CNSC reserves the rights to request quotes and purchase equipment from other Lenel qualified resellers.

13. TRAVEL AND LIVING EXPENSES

The CNSC will not accept any travel and living expenses incurred by the Contractor in the performance of the Work.

14. HOURS OF WORK

- a) The Contractor must have the ability to work regular working hours.
- b) Regular working hours are defined as 7.5 hours a day between the hours of 7:30 and 17:00.
- c) On occasion, work may be required outside the regular working hours at the request of the project authority.

15. LANGUAGE OF WORK AND COMMUNICATION

- a) The Contractor must communicate in English with the CNSC and its representatives and all deliverables must be submitted in English. The Contractor must be able to use the language fluently and accurately on all levels normally pertinent to professional needs.
- b) The Contractor may be required to interact with and provide updates to the technical authority or management, including directors, executives, director generals and vice-presidents. The Contractor must conduct themselves in a professional manner for interaction with members of the CNSC.
- c) The Contractor must answer the CNSC's questions and provide feedback/advice on the security and alarm systems.



ANNEX B – BASIS OF PAYMENT

- 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 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.
- 1.3 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.
- 1.4 No overtime charges will be permitted to be charged by the Contractor. Rates are to be provided as indicated herein.
- 1.5 Time charged by the Contractor will be for the hours actually worked.
- 1.6 There will be no service costs associated with the repair or replacement of defective equipment.

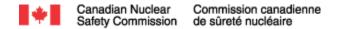


TABLE A. PROFESSIONAL SERVICES

Resource Category	Fixed Hourly Rate Year 1	Fixed Hourly Rate Year 2	Fixed Hourly Rate Year 3 (Option 1)	Fixed Hourly Rate Year 4 (Option 2)	Fixed Hourly Rate Year 5 (Option 3)
1. Lenel Certified Expert (LCE) Technician					
2. Lenel Certified Professional (LCP) Technician					
3. Lenel Certified Associate (LCA) Technician					
4. Automatic System Technician					

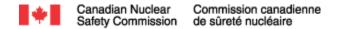


TABLE B. MONTHLY MAINTENANCE

Location	Fixed All-Inclusive Monthly Rate Year 1	Fixed All-Inclusive Monthly Rate Year 2	Fixed All-Inclusive Monthly Rate Year 3 (Option 1)	Fixed All-Inclusive Monthly Rate Year 4 (Option 2)	Fixed All-Inclusive Monthly Rate Year 5 (Option 3)
1. 280 Slater Street, Ottawa					
2. 410 Laurier Avenue, Ottawa					
3. 1601 Telesat Court, Ottawa					
4. 3484 Limebank Road, Ottawa					



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

			Classification / Classification de Unclassified			_
LISTE DE	SECURITY REQUIREMENTS O VÉRIFICATION DES EXIGENCES RE	LATIVES À LA	CL) SÉCURITÉ (LVERS)			
. Originating Government Department or C		2. Branch	or Directorate / Direction génér	rale ou Dire	ction	
Ministère ou organisme gouvernemental	d'origine Canadian Nuclear Sa	fety Corpo	rate Security			
Commission . a) Subcontract Number / Numéro du con	trat de sous-traitance 3. b) Name and	d Address of Subco	ntractor / Nom et adresse du s	ous-traitant	-	_
Brief Description of Work / Brève descrip Maintenance and services of the	tion du travail security equipment and system for	r the CNSC				
i. a) Will the supplier require access to Cor	stralled Goods?	100			_	Ye
Le fournisseur aura-t-il accès à des m	archandises contrôlées?			Non		Ou
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. Indicate the type of access required / Inc			Nile Nile			
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ANNEX D – MAINTENANCE SCHEDULE REQUIREMENTS

Monthly

The Contractor must provide the following monthly services:

- Maintenance and service on the Lenel OnGuard system and server (located in Ottawa);
- Inspection and verification of communication signals between Devices (i.e. card readers, alarm panels, controllers, etc.) and software;
- Check reports for system errors "off-line and extraordinary Occurrences";
- Clean, Inspect and verify Operation of card printer at 280 Slater;
- Meet with the CNSC Security Administrator to discuss recent problems/issues with the Onguard/Lenel system and CCVE system
- Check the performance and functions of the control units
- Check software performance and functions
- Check the CCVE system and cameras

Yearly

- 1) The Contractor must conduct an annual inspection of the Onguard/Lenel system by completing the following tasks:
 - Check and clean door mechanisms, readers and connections;
 - Check the performance and functions of the control units;
 - Check software performance and functions;
 - Clean the Fargo HDP 5000 printer
 - Check operation performance and site assessment;
 - Test power supply units and battery condition and performance; and
 - Check Alarm Inputs response and operation.
 - Upgrade of Lenel OnGuard software.
- 2) The Contractor must conduct an annual inspection of the CCVE system by completing the following tasks:
 - Check the Cameras coverage, performance, focus and connections;
 - Check Recording Device quality of playback and recorded images.