



RETURN BIDS BY EMAIL TO:

Canadian Nuclear Safety Commission (CNSC):

cnsolicitation-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 and services 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. 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.

Instructions: See herein

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

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

| | |
|---|---|
| Title: Medical Health Assessments for the CNSC | |
| Solicitation no.: 5000047956 | Date: March 9, 2020 |
| File No. – N° de dossier: 5000047956 | |
| Solicitation closes: At 2 p.m. / 14 h April 18, 2020 | Time zone: Eastern Day Time (EDT) |
| Address inquiries to: Janie Latouche | |
| Email: cnsolicitation-demandedesoumission.ccsn@canada.ca | |
| Destination: See herein | |
| Delivery required: See herein | Delivery Offered: |
| Supplier name and address: | |
| Contact: Telephone: Email: | |
| Name and title of person authorized to sign on behalf of supplier (type or print): | |
| Signature | |
| Date: | |



Bid Solicitation

For the Provision of

Medical Health Assessments for the CNSC



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PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: 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 Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Form and any other annexes.

1.2 Summary

- 1.2.1 The Canadian Nuclear Safety Commission (CNSC) requires the services of a third party to conduct medical health assessments, precisely Pre-employment/Pre-placement medical health assessments and Fitness to work evaluations for employees and/or candidates who apply on positions. These required services are to be delivered across Canada. The contract is for a period of two (2) years with optional additional years.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 2.1.2 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 dated (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. The following changes are made:
- a) With the exception of sections 01 and 03 of the 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements, all references to Public Works and Government Services PWGSC) should be deleted and replaced with the Canadian Nuclear Safety Commission (CNSC).
 - b) Revise subsection 2.d. of section 05, Submission of Bids, to read:
“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.
 - c) Revise subsection 4 of section 5, Submission of Bids, as follows:

Delete: 60 days
Insert: one hundred and eighty (180) days
 - d) Delete all reference to Canada Post Corporation’s epost Connect service:
 - i. Third paragraph of section 6 – Late Bids, replace with:
“For bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids submitted”;
 - ii. Subsection 1., paragraph b. of section 07
 - e) Delete section 8, Transmission by Facsimile or by epost Connect, in its entirety
 - f) Add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:

Conflict of Interest – Performance of the Work
 1. The CNSC reserves the right to review real, potential or apparent conflict(s) of interest. Bidders must disclose any of their activities related to the subject of the statement of work that are licensed by the CNSC. Bidders are also required to disclose any involvement in previous, current or planned work undertaken for a CNSC licensee that is or may be related to the subject of the statement of work. Such activities or work are not in themselves grounds for rejection; however, proposals to review previous work contributed by the bidder on behalf of a CNSC licensee, and proposals to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or non-financial interest may be rejected.
 2. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the



Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.

- g) Delete subsection 2 of section 20, Further Information, in its entirety.

2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to the CNSC will not be accepted.
- 2.2.3 The CNSC will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- 2.2.4 Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC

2.3 Former Public Servant

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

2.4 Enquiries – Bid Solicitation

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

2.5 Applicable Laws

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



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 reason 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 at least seven (7) days before the bid closing date. Canada 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 The CNSC requests that bidders provide copies of their bid in separately bound sections, as follows:

Section I: Technical Bid (one (1) soft copy by email)

Section II: Financial Bid (one (1) soft copy by email)

Section III: Certifications (one (1) soft copy by email)

Section IV: Additional Information (one (1) soft copy by email)

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

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

3.1.4 The CNSC requests that bidders follow these format instructions in the preparation of their bids:

- a) use a numbering system that corresponds to the bid solicitation;
- b) 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;
- c) include a table of contents; and
- d) Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format (.pdf)
 - Microsoft Word 97/2000(.doc)

3.1.5 Submission of Only One (1) Bid

3.1.5.1 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.

3.1.5.2 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.

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

3.1.6 Joint Venture Experience

3.1.6.1 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.

3.1.6.2 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.

3.1.6.3 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.

3.1.6.4 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.



3.1.7 Section I: Technical Bid

- a) In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- b) Technical bids should address clearly and in sufficient depth the elements that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate evaluation of bids, the CNSC requests that bidders address and present topics in the order of the evaluation criteria and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c) Technical bids must demonstrate compliance with all mandatory evaluation criteria and should specifically respond to each of the point-rated technical evaluation criteria.

3.1.8 Section II: Financial Bid

- a) Bidders must submit their financial bids **in Canadian dollars**, in accordance with the pricing schedule detailed in Attachment 2 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference Annex B, Basis of Payment, when preparing their financial bids.

3.1.9 Section III: Certifications

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

3.1.10 Section IV: Additional Information

Bidders must submit the additional information required under Part 6 of this bid solicitation.



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 Standard Instructions 2003] <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 CISD 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"> 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 – PRICING SCHEDULE

- 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 firm all-inclusive fixed unit price(s) (in Cdn \$) for each of the assessment types and provincial locations. Custom duties are included and applicable taxes are extra.

| Initial Contract Period (Duration of 2 Years) | | | |
|---|--|--|---|
| Canadian Provinces and Territories | | Estimated Firm All-Inclusive Fixed Unit Price(s) by type of assessment and by provinces in Canadian Dollars | |
| | | Pre-Placement/Pre- employment Assessment (A) | Fitness to Work Assessment (B) |
| 1 | Alberta | \$ | \$ |
| 2 | British Columbia | \$ | \$ |
| 3 | Manitoba | \$ | \$ |
| 4 | New Brunswick | \$ | \$ |
| 5 | Newfoundland and Labrador | \$ | \$ |
| 6 | Northwest Territories | \$ | \$ |
| 7 | Nova Scotia | \$ | \$ |
| 8 | Nunavut | \$ | \$ |
| 9 | Ontario | \$ | \$ |
| 10 | Prince Edward Island | \$ | \$ |
| 11 | Quebec | \$ | \$ |
| 12 | Saskatchewan | \$ | \$ |
| 13 | Yukon | \$ | \$ |
| 14 | Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| Total Costs for Initial Contract Period = [(A1+A2+A3+A4+A5+A6+A7+A8+A9+A10+A11+A12+A13+A14)/14] + [(B1+B2+B3+B4+B5+B6+B7+B8+B9+B10+B11+B12+B13+B14)/14] | | | |
| Notes: <ul style="list-style-type: none"> The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. Any additional services over and above the standard services listed in the contract, must be reviewed and approved by the Technical Authority before proceeding. | | | |



| Option Period 1 (Duration of 1 Years) | | | |
|---|--|--|---|
| | Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Price(s) by type of assessment and by provinces in Canadian Dollars | |
| | | Pre-Placement/Pre- employment Assessment (A) | Fitness to Work Assessment (B) |
| 1 | Alberta | \$ | \$ |
| 2 | British Columbia | \$ | \$ |
| 3 | Manitoba | \$ | \$ |
| 4 | New Brunswick | \$ | \$ |
| 5 | Newfoundland and Labrador | \$ | \$ |
| 6 | Northwest Territories | \$ | \$ |
| 7 | Nova Scotia | \$ | \$ |
| 8 | Nunavut | \$ | \$ |
| 9 | Ontario | \$ | \$ |
| 10 | Prince Edward Island | \$ | \$ |
| 11 | Quebec | \$ | \$ |
| 12 | Saskatchewan | \$ | \$ |
| 13 | Yukon | \$ | \$ |
| 14 | Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| Total Costs for First Option Period = [(A1+A2+A3+A4+A5+A6+A7+A8+A9+A10+A11+A12+A13+A14)/14] + [(B1+B2+B3+B4+B5+B6+B7+B8+B9+B10+B11+B12+B13+B14)/14] | | | |
| <p>Notes:</p> <ul style="list-style-type: none"> The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. Any additional services over and above the standard services listed in the contract, must be reviewed and approved by the Technical Authority before proceeding. | | | |



**Option Period 2
(Duration of 1 Years)**

| | Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Price(s) by type of assessment and by provinces in Canadian Dollars | |
|--|--|---|--------------------------------------|
| | | Pre-Placement/Pre- employment Assessment (A) | Fitness to Work Assessment (B) |
| 1 | Alberta | \$ | \$ |
| 2 | British Columbia | \$ | \$ |
| 3 | Manitoba | \$ | \$ |
| 4 | New Brunswick | \$ | \$ |
| 5 | Newfoundland and Labrador | \$ | \$ |
| 6 | Northwest Territories | \$ | \$ |
| 7 | Nova Scotia | \$ | \$ |
| 8 | Nunavut | \$ | \$ |
| 9 | Ontario | \$ | \$ |
| 10 | Prince Edward Island | \$ | \$ |
| 11 | Quebec | \$ | \$ |
| 12 | Saskatchewan | \$ | \$ |
| 13 | Yukon | \$ | \$ |
| 14 | Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| Total Costs for Second Option Period = [(A1+A2+A3+A4+A5+A6+A7+A8+A9+A10+A11+A12+A13+A14)/14] + [(B1+B2+B3+B4+B5+B6+B7+B8+B9+B10+B11+B12+B13+B14)/14] | | | |
| Notes: <ul style="list-style-type: none"> The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. Any additional services over and above the standard services listed in the contract, must be reviewed and approved by the Technical Authority before proceeding. | | | |



| Option Period 3 (Duration of 1 Years) | | | |
|---|---|--|---|
| | Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Price(s) by type of assessment and by provinces in Canadian Dollars | |
| | | Pre-Placement/Pre-employment Assessment (A) | Fitness to Work Assessment (B) |
| 1 | Alberta | \$ | \$ |
| 2 | British Columbia | \$ | \$ |
| 3 | Manitoba | \$ | \$ |
| 4 | New Brunswick | \$ | \$ |
| 5 | Newfoundland and Labrador | \$ | \$ |
| 6 | Northwest Territories | \$ | \$ |
| 7 | Nova Scotia | \$ | \$ |
| 8 | Nunavut | \$ | \$ |
| 9 | Ontario | \$ | \$ |
| 10 | Prince Edward Island | \$ | \$ |
| 11 | Quebec | \$ | \$ |
| 12 | Saskatchewan | \$ | \$ |
| 13 | Yukon | \$ | \$ |
| 14 | Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| Total Costs for Third Option Period = [(A1+A2+A3+A4+A5+A6+A7+A8+A9+A10+A11+A12+A13+A14)/14] + [(B1+B2+B3+B4+B5+B6+B7+B8+B9+B10+B11+B12+B13+B14)/14] | | | |
| <p>Notes:</p> <ul style="list-style-type: none"> The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. Any additional services over and above the standard services listed in the contract, must be reviewed and approved by the Technical Authority before proceeding. | | | |

The evaluated price will be established using the following formula:

The total costs for the Initial Contract period + The total costs for the first option period + The total costs for the second option period + The total costs for the third option period = the evaluated price



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation, including the technical and financial evaluation criteria.
- (b) An evaluation team composed of CNSC representatives will evaluate the bids.

4.1.1 Technical Evaluation

a) **Mandatory technical criteria**

Refer to Attachment 1 to Part 4 of this bid solicitation.

b) **Point-Rated technical criteria**

Refer to Attachment 1 to Part 4 of this bid solicitation. Point-rated technical criteria not addressed in the bid will be given a score of zero.

4.1.2 Financial Evaluation

- a) Refer to Attachment 2 to Part 3 of this bid solicitation.
- b) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3 of this bid solicitation.

4.1.3 Evaluation of Price

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

4.1.4 Validation Exercise

- i. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have two (2) working days (or a longer period if specified in writing by the Canada) to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- ii. Canada may conduct interviews with all compliant Bidders and/or any or all of the resources proposed by the compliant Bidders; or only with some of the highest ranked compliant Bidder(s) and/or any or all of the resources proposed by some of the highest ranked compliant Bidder(s). If an interview changes the Bidder's ranking such that they are no longer the top ranked Bidder, the new top ranked Bidder and/or any or all of the resources proposed by the new top ranked Bidder will be interviewed. Should the same resource be proposed by multiple Bidders, and Canada wishes to conduct interviews, the interview request will be sent in alphabetical order by the company name appearing on their bid (i.e. numbered company, then A-Z). Canada may conduct only 1 interview and the results of the interview would apply to each compliant Bidder who proposed the resource, or Canada may interview the resource for each compliant bid where the resource was proposed and the



results applied to the individual bid. Should the top ranked Bidder's resource validate their experience through the validation exercise, Canada may cancel any other scheduled interviews and the results of the Bidder's proposal would remain as per the evaluation.

- iii. Failure of any Bidder and/or their resource(s) to attend the interview will result in the bid being declared non-responsive. Any delay in the award of a contract to accommodate the Bidders and/or their resource's availability to attend interviews will be at the entire discretion of the Contracting Authority.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
2. Bids not meeting any of the requirements set out above in subsection 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 percent for the technical merit and 30 percent for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 percent.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 percent. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
6. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price of \$45,000 (45).

Basis of selection – Highest combined rating technical merit (70%) and price (30%)

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| Overall technical score | | 115/135 | 89/135 | 92/135 |
| Bid evaluated price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical merit score | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
| | Pricing score | $45/55 \times 30 = 24.54$ | $45/50 \times 30 = 27.00$ | $45/45 \times 30 = 30.00$ |
| Combined rating | | 84.17 | 73.15 | 77.70 |
| overall rating | | 1st | 3rd | 2nd |



Attachment 1 to Part 4 – Evaluation Procedures

1.0 Experience Validation Exercise

In accordance with the Standard Instructions 2003 (2017-04-17) referenced under Part 2 – Bidder Instructions as well as the certifications under Part 5, Canada reserves the right to verify and validate all information presented in the bid.

Canada may contact client references, and/or conduct interviews with the Bidder's proposed resource to validate their experience. This validation may include all criteria, both mandatory and point-rated, or specific mandatory and/or point-rated criteria. The validation of experience may include any or all of the following:

- i. confirming dates worked on a project
- ii. confirming the work performed and deliverables produced on a project;
- iii. asking questions related to the resource's work experience on a project such as but not limited to steps taken to perform the task, challenges or about the technical environment in which the work was performed.

Canada may validate the information on a project by project basis or use a single project to validate the overall experience for a criterion. Should the information provided by the proposed resource or the client reference result in Canada being unable to validate the information presented in the bid for any of the mandatory criteria, the criterion will be deemed as not met, the bid will be deemed non-responsive and given no further consideration. Should the information provided by the proposed resource or the client reference result in Canada being unable to validate the information presented in the bid for any of the point-rated criteria, either no points will be awarded for that specific criterion if one project was used to validate the experience or the awarded points may be adjusted as applicable if the experience is being validated by multiple projects.

2.0 Mandatory Technical Criteria

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

| No. | Mandatory Criteria | Met/Not Met | Bidder's Cross Reference in the Proposal |
|-----|---|-------------|--|
| M1 | <p>The Bidder must demonstrate the capacity to provide medical assessment services such as pre-placement assessments and fitness to work assessments across Canada.</p> <p>To demonstrate, the Bidder must provide information on site locations and/or affiliated clinics. For each site locations and/or affiliated clinics, the Bidder must provide the following information:</p> | | |



| | | | |
|-----------|--|--|--|
| | <ul style="list-style-type: none"> • Complete address; • City where the site location and/or affiliated clinics are located; and • Name. | | |
| M2 | <p>Experience</p> <p>The Bidder must demonstrate they have experience coordinating and/or providing at least 50 medical assessments* per year for the last five (5) years as of the bid closing date, to Federal Government of Canada departments or Agencies.</p> <p>To demonstrate experience, the Bidder must provide information on work done for clients. For each client, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Organization; • Project Authority's name and email address; • Brief summary of the services provided for the client; • Type of Assessments provided for the client; • Duration of time that services were provided for the client (start and end date in months and years); • Number of medical assessments conducted per year for the entire duration of time that services were provided; and • Out of the number of medical assessments conducted per year, the number that were pre-placement assessments and the number that were fitness to work assessments. <p>*Of the minimum 50 Medical Assessments required per year, the Bidder must have performed a minimum of five (5) pre-placement assessments and five (5) fitness to work assessments for the experience to qualify.</p> | | |
| M3 | <p>Bilingual Account Manager</p> <p>The Bidder must propose a bilingual individual as the Account Manager and demonstrate, through the submission of a CV, that the proposed resource has a minimum of two (2) years of experience in the last five (5) years of bid closing date, performing the following tasks:</p> <ul style="list-style-type: none"> • Ensuring that all deliverables within the contract are met; • Providing quality assurance of the services provided; | | |



| | | | |
|-----------|--|--|--|
| | <ul style="list-style-type: none">• Identifying issues and provide clarification when required;• Recommending corrective actions to ensure that all services meet best practices;• Ensuring that timesheets and invoices are accurate and complete; and• Responding to inquiries from the client when required. <p>To meet this requirement the Bidder must provide the following information for the proposed Account Manager:</p> <ul style="list-style-type: none">➤ Resume;➤ Full Name; and➤ Title. <p>The Bidder must include this resource as part of its overall services at no additional cost.</p> | | |
| M4 | Registration The Bidder must demonstrate they are a registered entity by providing one (1) of the following documents: <ul style="list-style-type: none">➤ A copy of the business name Registration Certificate; or➤ A copy of the Provincial or Territorial Business Corporation Registration Certificate; or➤ A copy of the Federal Business Incorporation Registration Certificate. If not provided with the bid, the certificate must be provided upon request of the Contracting Authority. | | |



3. Point-Rated Technical Criteria

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

| No. | Point Rated Criteria | Points to be assigned based on the following | Maximum Points | Bidder's Score | Bidder's Cross Reference in the Proposal (Page#) |
|-----------|--|---|----------------|----------------|--|
| R1 | <p>The Bidder should demonstrate the number and type of assessments coordinated and/or performed <u>per year in each of the last five (5) years as of the bid closing date</u> for Federal Government of Canada departments or Agencies.</p> <p>To demonstrate experience and score points, the Bidder must provide information on work done for clients. For each client, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Organization; • Project Authority's name and email address; • Brief summary of the services provided for the client; • Type of Assessment provided for the client; • Duration of time that services were provided for the client (start and end date in months and years); and <ul style="list-style-type: none"> • Number of medical assessments | <p>A) Out of the minimum 50 medical assessments required per year in M2, the following point allocation will apply for the type of assessments conducted.</p> <p>2 points = if 6 to 14 of the assessments per year are pre-placement assessments.</p> <p>4 points = if 15 to 24 of the assessments per year are pre-placement assessments.</p> <p>6 points = if 25 or more of the assessments per year are pre-placement assessments.</p> <p>B) For the number of medical assessments conducted above the minimum 50 per year required in M2, the following point allocation will apply.</p> <p>2 points = 51 to 99 medical assessments per year.</p> <p>4 points = 100 to 149 medical assessments per year.</p> | 60 | | |



| | | | | | |
|-----------|---|---|-----------|--|--|
| | <p>conducted per year for the entire duration of time that services were provided.</p> <ul style="list-style-type: none"> Number of pre-placement assessments conducted per year for the entire duration of time that services were provided. | <p>6 points = 150 medical assessments or more per year.</p> <p>Maximum available points = 60</p> <p>A) Maximum of 6 points per year x 5 years = 30 points.</p> <p>B) Maximum of 6 points per year x 5 years = 30 points.</p> | | | |
| R2 | <p>The Bidder should demonstrate that the proposed Account Manager has experience above the minimum two (2) years required in M3 performing the following tasks :</p> <ul style="list-style-type: none"> Ensuring that all deliverables within the contract are met; Providing quality assurance of the services provided; Identifying issues and provide clarification when required; Recommending corrective actions to ensure that all services meet best practices; Ensuring that timesheets and invoices are accurate and complete; and Responding to inquiries from the client when required. <p>To demonstrate experience and score points, the Bidder must provide:</p> | <p>2 points = more than 24 months to less than 36 months of experience providing all the listed task in R2</p> <p>4 points = 36 months or more to less than 48 months of experience providing all the listed task in R2</p> <p>6 points = 48 months or more to less than 60 months of experience providing all the listed task in R2</p> <p>8 points = 60 months or more to less than 84 months of experience providing all the listed task in R2</p> <p>10 points = 84 months or more of experience providing all the listed task in R2</p> | 10 | | |



| | | | | | |
|---|--|--|-----------|--|--|
| | <ul style="list-style-type: none">• Brief summary of the services (tasks) provided for the client;• Duration of time that services were provided for the client (start and end date in months and years). | | | | |
| Maximum Available Points: | | | 70 | | |
| To be responsive, the bid must obtain a minimum of 45 point: | | | 45 | | |
| Bidder's total Technical Score: | | | | | |



PART 5 – CERTIFICATIONS

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

5.4 Certification Required With the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.4.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.5 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.5.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.5.2 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 at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



5.6 Additional Certifications Precedent to Contract Award

5.6.1 Status and Availability of Resources

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

5.6.2 Education and Experience

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

5.6.3 Former Public Servant – Competitive Bid

- 5.6.3.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, CNSC will inform the Bidder of a time frame within which to provide the information. Failure to comply with CNSC's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

5.6.3.2 Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S.C, 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S.C, 1985, c. C-17, the [Defence Services Pension Continuation Act](#), R.S.C. 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S.C, 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S.C, 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S.C, 1985, c. C-8.

Former public servant in receipt of a pension

| |
|--|
| <p>As per the above definitions, is the Bidder a FPS in receipt of a pension?</p> <p style="text-align: center;">Yes () No ()</p> <p>Is the Bidder or the Bidder’s employee a former CNSC/AECB (Atomic Energy Control Board) employee?</p> <p style="text-align: center;">Yes () No ()</p> |
|--|

If so, the bidder must provide the following information:

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

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

Workforce Adjustment Directive

| |
|---|
| <p>Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?</p> <p style="text-align: center;">Yes () No ()</p> <p>Is the Bidder or the Bidder’s employee a former CNSC/AECB (Atomic Energy Control Board) employee?</p> <p style="text-align: center;">Yes () No ()</p> |
|---|



If so, the bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date _____



ATTACHMENT 1 TO PART 5 RESOURCE CONSENT FORM

I, _____, (*insert resource name*) herein certify that I am aware and have given consent to _____ (*insert Company's name*), to submit my name and resume in response to the Bid solicitation no. 5000047956, entitled Medical Health Assessments for the CNSC.

Signature

Date



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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 sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. 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.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

- 6.2.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 6.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.



PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.2 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) Replace section 27 with the following:
 - i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
 - ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post-Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.
 - iii. Post-employment procedures apply to individuals who have left the public sector.
 - iv. The CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest can be found at <http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm>

7.2.3 Supplemental General Conditions

4008 (2008-12-12) Personal Information apply to and form part of the Contract.



7.3 Security Requirement

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

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

7.3.2 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

7.3.3 The Contractor personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

7.3.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.

7.3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

7.3.6 The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List, attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

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

7.3.8 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.

7.3.9 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.

7.3.10 Contractor's Site(s) or Premises Requiring Safeguarding Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es) (to be inserted at contract award based on information submitted by Bidder):

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country



7.4 Term of Contract

7.4.1 Period of the Contract

The period of the contract is from date of contract to _____ inclusive (*two year period from date of contract award, exact date - to be provided upon contract award*)

7.4.2 Option to Extend the Contract

7.4.2.1 The Contractor grants to the CNSC the irrevocable option to extend the term of the contract by up to three (3) additional one-year periods 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.

7.4.2.2 The CNSC may exercise this option at any time by sending a written notice to the contractor 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.

7.5 Authorities

7.5.1 Contracting Authority

The contracting authority for the contract is: (*To be provided upon contract award*)

Name:

Title:

Canadian Nuclear Safety Commission

Email: _____@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 provided upon contract award*)

Name:

Title:

Canadian Nuclear Safety Commission

Telephone: 613-9xx-xxxx (*insert applicable telephone number*)

Email: _____@canada.ca

The project authority is the representative of the CNSC and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the project authority; however the project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.



7.5.3 Contractor's Representative *(To be provided upon contract award)*

Name:
Title:
Telephone:
Email:

7.6 Proactive Disclosure of Contracts with 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](#), R.C.S. 1985, c. P-36 pension, the contractor has agreed that this information will be reported on departmental Web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

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

6.7.2 Method of Payment – Monthly 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.

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

7.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(To be provided upon contract award)*. Customs duties are included and Applicable Taxes are included.
2. 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:
 - a. when it is 75% committed, or
 - b. four 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.

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 Canada's liability.

7.7.4 T1204 – Information Reported by Contractor

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

7.7.4.2 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.

7.7.4.3 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".

7.8 Invoicing Instructions

7.8.1 Invoices can be emailed to cnscc.finance@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

7.8.2 ***The Contractor must include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.***

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



7.9 Certifications

7.9.1 Instructions to Bidders/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

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

7.9.2.2 Discretionary Audits

1. The following are subject to government audit before or after payment is made:
 - a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b) The accuracy of the Contractor's time recording system.
 - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).



- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.9.2.3 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under 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 Ontario.

7.11 Priority of Documents

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

- (a) the Articles of Agreement
- (b) the General Conditions 2010B (2018-06-21) – General Conditions – Professional Services (medium Complexity)
- (c) the Supplemental General Conditions 4008 (2008-12-12) Personal Information
- (d) Annex A – Statement of Work
- (e) Annex B – Basis of Payment
- (f) Annex C – Security Requirements Checklist;
- (g) the contractor's bid dated *(To be provided upon contract award)*

7.12 Third-Party Information

- 7.12.1 The contractor acknowledges that all third-party technical documents supplied for the purpose of this contract belong to the third party. The contractor shall return these technical documents to the originator upon completion of the contract.
- 7.12.2 The contractor acknowledges that proprietary third-party technical documents belong to the third party and shall be treated as confidential. No physical copies or digital records of technical documents shall be retained by the contractor after completion of the contract.
- 7.12.3 Upon completion of the contract, the contractor shall immediately return all proprietary technical documents to the originator, and shall provide the CNSC with a certificate of a senior officer of the contractor certifying



such return and that no copies of proprietary technical documents, or any part thereof, in any form remain in the possession or control of the contractor.

7.13 Dispute Resolution

- 7.13.1 The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working day period upon agreement in writing by each party.
- 7.13.2 All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 1 shall be resolved in an efficient and cooperative manner through mediation or any other such third-party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least 20 working days unless resolved earlier. The parties may agree to an extension of this 20 working day period upon agreement in writing by each party. In the event of mediation, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.
- 7.13.3 All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 2 shall be finally settled by binding arbitration.
- 7.13.4 The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 calendar day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
- 7.13.5 The arbitration shall be in accordance with the *Commercial Arbitration Act*, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
- 7.13.6 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.
- 7.13.7 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.

7.14 Contract Administration

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 review a complaint filed by the complainant respecting the administration of the 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. To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



ANNEX A - STATEMENT OF WORK

1.0 TITLE

Medical health assessments for the Canadian Nuclear Safety Commission (CNSC) across Canada.

2.0 BACKGROUND

Under the *Canada Labour Code, Part II*, the CNSC is responsible for the health and safety of its workforce. This responsibility includes ensuring that employees and future employees meet the health requirements associated to the demands of their position.

CNSC employees and future candidates who apply for positions that have an inherent element of risk to health and safety because of carrying out their duties are required to undergo health assessment to ensure that they are not putting themselves in a position, which may endanger their health and safety, or those of others.

The health of employees and candidates is evaluated to:

1. Establish that employees are able to continue working without detriment to their health or safety or that of others;
2. Establish that candidates are able to meet the health requirements of the job prior to appointment;
3. Establish the conditions under which employees with illnesses, injuries or disabilities are able to continue working.

It is expected that these workers, with the adequate training and personal protective equipment, be required to engage in physical activities such as climbing ladders, working in heights, working underground, working in various weather conditions and in remote areas.

When conducting or participating in inspections and investigations in various environments such as hospitals, isolated and remote areas, construction sites, laboratories, mills, underground mines and nuclear power plants, the potential exists for exposure to the following hazards:

- Radiological (improperly contained or labelled radioactive materials, spills, contaminations, etc.);
- Chemical (fugitive releases toxic gases and spark-induced fires in the petrochemical industry for example);
- Biological (viral and bacterial contamination in medical research and analytical laboratories); and
- Physical (climbing ladder or towers or traversing catwalks in dirty, corrosive environments, conducting underground mine inspections, and various weather conditions, etc.). Some assignments may require the inspector to work in extreme weather conditions when conducting outdoor inspections or wear full-face respirators.



3.0 OBJECTIVES

The Canadian Nuclear Safety Commission (CNSC) requires the services of a third party to conduct medical health assessments for employees and candidates who apply on positions.

The Contractor must evaluate the health of employees and candidates in order to confirm that an employee meets the health requirements of the job prior to appointment as well as provide fitness to work evaluations or independent medical evaluations to CNSC.

4.0 SCOPE OF WORK

The Contractor must provide the following services by a provincially licensed General Practitioner:

- **Pre-employment/pre-placement medical health evaluations**, including specialized testing, for CNSC employees and future candidates applying on CNSC positions. The pre-employment medical health evaluations are for positions that are extensively involved in inspection/ investigation.
- **Fitness to work evaluations** are provided to determine if an employee has been affected by a workplace hazard and/or is medically fit to safely and efficiently perform the tasks of a specific job. The evaluations are carried out with the employee's consent and with input from the treating physician, if any. The evaluations are directed towards confirming the employee's health capability to carry out, or continue to carry out the duties of the position and, where warranted, what functional limitations should be considered. Fitness to work evaluations can be requested where an employee:
 - has been exposed to an unexpected occupational health hazard, such as a chemical spill; or
 - as a result of job changes, will be exposed to a different hazard;
 - appears to be having difficulty in performing the duties of the position or the employee's actions appear to be affected by health related factors;
 - is absent for a lengthy period and a return date has not been established or an employee is returning to work after a period of medical leave and there is concern about his/her fitness for duty and a review of medical documentation and/or clarifications are required about prognosis, treatment, restrictions/limitations and recommended accommodation measures.

The Contractor must provide the above services across Canada but mostly in the following areas:

- National Capital Region (NCR)
- Calgary, Alberta
- Saskatoon, Saskatchewan
- Ontario (Mississauga, Pickering, Bowmanville-Darlington, Tiverton (Bruce), Chalk River, Petawawa, Pembroke, North Bay)
- Laval, Quebec
- Point Lepreau (St-John), New Brunswick

The CNSC requires approximately 20 to 40 medical assessments a year. This approximation is an estimate and it can fluctuate from year to year, for the two types of medical evaluations above mentioned.



5.0 RESOURCE REQUIREMENT

In some instances, some medical health assessments could require, but not limited to the following specialists:

- Psychologist;
- Psychiatrist;
- Kinesiologist / Physiotherapist;

- Pulmonologist;
- Radiation, Chemical and Biological technologists;
- Optometrists and/ or Ophthalmologists;
- Otolaryngologist;
- Audiologists;
- Occupational Health Services specialist ;
- Electrocardiogram (ECG/EKG) (interpreted by physician);
- Medical Laboratories (Technologist).

The Contractor is responsible for consulting any specialists or obtaining any medical tests required to conduct the medical assessment.

6.0 CONSTRAINTS

6.1 Protection and Security of Data Stored in Databases:

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada.
2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases and otherwise meet the requirements of this article.
4. The Contractor must ensure that all data relating to the Contract is processed only in Canada.
5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada.
6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.



7.0 TASKS, DELIVERABLES AND SCHEDULES

The Contractor must perform and deliver the following services, but not limited to:

| GENERAL TASKS | | | |
|---------------|--|---|---|
| # | TASKS | DELIVERABLES | SCHEDULE |
| 1 | <p>Attend Kick-Off meeting with the Project Authority to:</p> <p>1.1 Discuss and clarify project expectations;</p> <p>1.2 Determine the procedure for information sharing (Password Protected deliverables); and</p> <p>1.3 Discuss the draft Risk Management and mitigation plan (RMMP). That plan must include:</p> <p>1.3.1 Safety measures to safeguard information;</p> <p>1.3.2 Measures for mitigation of risks; and</p> <p>1.3.3 Action plan if something occurs, such as, but not limited to: a breach</p> <p>The kick-off meeting will be held at the CNSC head office at 280 Slater, Ottawa-, ON.</p> | <p>The Contractor must provide a draft Risk Management and mitigation plan (RMMP) to the Project Authority.</p> <p>The Contractor must provide a revised Risk Management mitigation plan to the Project Authority in accordance with the Kick-Off meeting discussion.</p> | <p>Kick off meeting: Within five (5) business days of contract award.</p> <p>Draft RMMP: By the Kick-Off meeting, as it will be discussed and reviewed with the Project Authority during that meeting.</p> <p>Reviewed RMMP: Within five (5) business days of the acceptance and approval of the draft RMMP by the Project Authority.</p> |
| 2 | Manage logistics and ensure coordination between the CNSC HR Coordinator, the employee or candidate, and the health specialist. | N/A | N/A |
| 3 | Ensure that all medical reports (Protected B) are stored in accordance with the Provincial Laws and Legislations for the safeguarding of classified and protected medical information/records; the Canada Privacy Act R.S.C 1985 c.P-21, and the Personal Information Protect and electronics Documents Act (PIPEDA). | | |

| PRE-EMPLOYMENT/PRE-PLACEMENT MEDICAL HEALTH ASSESSMENT | | | |
|--|---|--------------|----------|
| # | TASKS | DELIVERABLES | SCHEDULE |
| 4 | <p>Conduct pre-employment/pre-placement medical health evaluations:</p> <ul style="list-style-type: none"> The Contractor must establish if the candidate or employee meets the health requirements of the job prior to appointment, as per the CNSC | N/A | N/A |



| | | | |
|-----|---|--|---|
| | <p>Medical Protocol.</p> <ul style="list-style-type: none"> The CNSC Medical Protocol includes four (4) steps, which are listed below. | | |
| 4.1 | <p>STEP 1 - REQUEST</p> <p>CNSC's Human Resources (HR) Coordinator will send an email request to the Contractor and will include the following information:</p> <ul style="list-style-type: none"> candidate's contact information; Medical Protocol (medical tests that are required); and Job Hazard Description. | N/A | N/A |
| 4.2 | <p>STEP 2 - ORGANIZATION/COORDINATION</p> <p>The Contractor must:</p> <ol style="list-style-type: none"> Review the request to ensure that all information required in Step 1 was provided; Identify the closest and quickest availability of internal resources or third party network of specialists (i.e. physicians, medical clinics, etc.) based on the candidate's work location; and Forward the medical protocol and job hazard description to either internal resources or third party network of specialists. | N/A | <p>Within five (5) business days of receipt of the email request from the CNSC HR coordinator (Step 1)</p> |
| 4.3 | <p>STEP 3 - APPOINTMENTS</p> <p>The Contractor must:</p> <ol style="list-style-type: none"> Contact the employee or candidate to schedule an initial appointment and if required, subsequent appointments. Send a confirmation email to the candidate with instructions about the appointment, which must include: <ul style="list-style-type: none"> The proposed date and time; The location; The name of the referred health institution and health specialist. Provide the consent and health history form to | <p>The Contractor must send an E-mail confirming the appointment to the employee or candidate with instructions about the appointment, which includes:</p> <ul style="list-style-type: none"> The proposed date and time; The location ; The name of the referred health institution and health specialist. | <p>Step 3 a), b), c) and d) tasks and all related deliverables the schedule is: Within five (5) business days of the confirmation of third party/health specialist (Step 2).</p> <p>As for the evaluation of the employee or candidate the schedule is: Within fifteen (15) days of the confirmation of third party (health specialist).</p> <p>An extension for a maximum of ten (10) additional business days</p> |



| | | | |
|-----|---|---|--|
| | <p>the employee or candidate for completion; and gather the completed form.</p> <p>d) Send the appointment confirmation to the CNSC HR Coordinator;</p> <p>e) Inform the CNSC of any anticipated delays or issues with internal resources, third party network of specialists or candidates availability within 24 hours of them becoming aware of the delay(s).</p> | | <p>will be provided only in circumstances where a candidate is unavailable within the initial fifteen (15) business days.</p> |
| 4.4 | <p>STEP 4 - FILE REVIEW AND SENDING FINAL REPORT</p> <p>The contractor must:</p> <p>a) Receive review and ensure the medical and lab tests results are completed, as per CNSC Medical Protocol and in accordance the position's requirements.</p> <p>b) Send a password -protected PDF final report, by email, to the CNSC HR Coordinator and CNSC's Occupational Health and Safety (OHS) team¹.</p> <p>c) Provide password separately from the password protected PDF.</p> <p>Note: the protected information has to be shared, transmitted and provided in accordance with the Canadian Industrial Security Directorate (CISD) Standards for the transmittal of classified and protected information, and in accordance with the CISD Standards classified and protected encrypted email.</p> | <p>The Contractor must provide a final report to the CNSC HR Coordinator and CNSC's Occupational Health and Safety (OHS) team², indicating:</p> <p>a) if the candidate is "fit";</p> <p>b) "not fit"; or</p> <p>c) "fit with restrictions" along with the list of functional limitations.</p> <p>The final reports must outline any functional limitations the employee/candidate may have to execute the job requirements and will be sent in accordance and compliance with the <i>Privacy Act</i>.</p> <p>The final reports must be delivered as a password protected PDF document, by email.</p> | <p>TASK: Within five (5) business days of receipt of results by third party (Health Specialist)</p> <p>DELIVERABLE: Within five (5) business days of receipt of results by third party (Health Specialist)</p> |

| FITNESS TO WORK EVALUATIONS | | | |
|-----------------------------|--|--|--|
| | TASKS | DELIVERABLES | SCHEDULE |
| 5 | <p>The Contractor must conduct the following health evaluations, but not limited to:</p> <p>1) Fitness to work evaluations as defined in</p> | <p>The Contractor must provide a final report to the CNSC Labour Relations Officer or Human Resources Coordinator, which must outline a summary of the .</p> | <p>TASK: Within twenty (20) business days of receipt of the email request from the CNSC. If an extension is</p> |

¹ The email for the CNSC's OHS group is cns.c.ohsst.ccsn@canada.ca

² The email for the CNSC's OHS group is cns.c.ohsst.ccsn@canada.ca



| | | |
|---|--|--|
| <p>section 4.0 – Scope of Work;</p> <p>by which the Contractor must:</p> <ul style="list-style-type: none"> a) Review the request sent by the CNSC Labour Relations Officer or Human Resources Coordinator; b) Identify the quickest available internal resources or third party network of specialists that can review the medical documentation provided by the CNSC; c) Consider physical or mental abilities, sensory acuity, level of skill, functional limitations, etc. to establish that employees are able to continue working without detriment to their health or safety or that of others; d) following all health evaluations, provide the CNSC, as well as a copy to the individual, with an assessment report indicating whether the individual meets the health requirements of the job, or does not meet the requirements, along with any functional limitations identified. This report shall not contain any medical, psychological or psychiatric diagnosis; e) Where work limitations are identified, the report will incorporate information to management concerning the individual's ability to perform the task (functional capacity). The health professional will arrange discussions with the CNSC, if requested; f) The assessing health professional discloses to the CNSC only information that enables the employer to take appropriate measures, e.g. information on limitations related to the health requirements of the position. Confidential medical information is not provided unless it is required to determine appropriate accommodation strategies or options and is provided with the written consent of the individual; g) All information will be provided through a password protected PDF document with the | <p>findings and recommendations; indicating whether the individual meets the health requirements of the job or does not meet the requirements; and with any functional limitations identified. This report shall not contain any medical, psychological or psychiatric diagnosis.</p> <p>The final reports must be delivered as a password protected PDF document, by email.</p> | <p>needed, it must be approved by the CNSC Labour Relations Officer or Human Resources Coordinator.</p> <p><u>DELIVERABLE:</u> Within ten (10) business days of receipt of the completion of the TASKS</p> |
|---|--|--|



| | | | |
|--|--|--|--|
| | <p>results, by email, to the CNSC Labour Relations Advisor, or the Labour Relations/Disability Management Coordinator.</p> | | |
|--|--|--|--|

8.0 SUPPORT

- 8.1 The CNSC will provide to the Contractor all the reference documentation and any relevant information required at the kick-off meeting.
- 8.2 With each email request, the CNSC will provide all relevant documentation for each type of request, such as but not limited to:
 - Work Descriptions,
 - Job Hazard Description,
 - Medical Protocol, and
 - Employment background and context for the request, as required (for IMEs and Fitness to Work evaluations).

9.0 TRAVEL REQUIREMENTS

The Contractor shall work on his own facilities. No travel is anticipated or approved.

10.0 OFFICIAL LANGUAGES

- 10.1 For the National Capital Region (NCR) and Quebec province, the resource(s) must be fluent* in both official languages English and French, both orally and written, as described below.
- 10.2 For all the other provinces and territories, the resource(s) must be fluent* in English, both orally and written, as described below.

Spoken:

The resource(s) must use the language to satisfy professional needs in a wide range of tasks. Understanding is complete, including idioms and nuances. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures.

Reading:

The resource(s) must read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend a considerable range of complex structures and connotations.

Writing:

The resource(s) must write in a variety of prose styles pertinent to general and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, syntax and punctuation.

- 10.3 If translation of the deliverables is required, the CNSC will be responsible.



APPENDIX A – List of CNSC Workplaces

The CNSC employees and/or candidate will travel to the health specialist(s) in order to get the medical health assessment completed.

| Province | CNSC Offices | Maximum distance (KM) from the CNSC location to the health specialist location: |
|-------------------------|--|---|
| National Capital Region | CNSC Head Office Ottawa, Ontario | Approx. 75 km or the closest available services location |
| Ontario | Darlington Nuclear Generating Station Bownmanville, Ontario | |
| | Pickering Nuclear Generating Station Pickering, Ontario | |
| | CNSC Southern Ontario Regional Office Mississauga, Ontario | |
| | Bruce Nuclear Generating Station Tiverton, Ontario | |
| | CNL Chalk River Laboratories Chalk River, Ontario | |
| Quebec | CNSC Central Regional Office Laval, Québec | |
| New Brunswick | Point Lepreau Generating Station Lepreau, New Brunswick | |
| Alberta | CNSC Western Regional Office Calgary, Alberta | |
| Saskatchewan | CNSC Uranium Mines and Mills Division Saskatoon, Saskatchewan | |



ANNEX B – BASIS OF PAYMENT

1.0 Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the all-inclusive fixed Unit Prices by Province or Territory below on a Monthly basis. Custom duties are included and applicable taxes are extra:

| Initial Contract Period (Duration of 2 Years) | | |
|--|---|-----------------------------------|
| Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Prices by type of assessment and by provinces or territories in Canadian Dollars | |
| | Pre-Placement/Pre-employment Assessment | Fitness to Work Assessment |
| Alberta | \$ | \$ |
| British Columbia | \$ | \$ |
| Manitoba | \$ | \$ |
| New Brunswick | \$ | \$ |
| Newfoundland and Labrador | \$ | \$ |
| Northwest Territories | \$ | \$ |
| Nova Scotia | \$ | \$ |
| Nunavut | \$ | \$ |
| Ontario | \$ | \$ |
| Prince Edward Island | \$ | \$ |
| Quebec | \$ | \$ |
| Saskatchewan | \$ | \$ |
| Yukon | \$ | \$ |
| Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| <p>Notes:</p> <ul style="list-style-type: none"> • The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. • Any additional services over and above the standard services listed in this contract, must be reviewed and approved by the Technical Authority before proceeding. | | |



2.0 Option Periods

| Option Period 1 (Duration of 1 Years) | | |
|--|---|-----------------------------------|
| Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Prices by type of assessment and by provinces or territories in Canadian Dollars | |
| | Pre-Placement/Pre-employment Assessment | Fitness to Work Assessment |
| Alberta | \$ | \$ |
| British Columbia | \$ | \$ |
| Manitoba | \$ | \$ |
| New Brunswick | \$ | \$ |
| Newfoundland and Labrador | \$ | \$ |
| Northwest Territories | \$ | \$ |
| Nova Scotia | \$ | \$ |
| Nunavut | \$ | \$ |
| Ontario | \$ | \$ |
| Prince Edward Island | \$ | \$ |
| Quebec | \$ | \$ |
| Saskatchewan | \$ | \$ |
| Yukon | \$ | \$ |
| Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| <p>Notes:</p> <ul style="list-style-type: none"> • The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. • Any additional services over and above the standard services listed in this contract, must be reviewed and approved by the Technical Authority before proceeding. | | |



| Option Period 2 (Duration of 1 Years) | | |
|--|---|-----------------------------------|
| Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Prices by type of assessment and by provinces or territories in Canadian Dollars | |
| | Pre-Placement/Pre-employment Assessment | Fitness to Work Assessment |
| Alberta | \$ | \$ |
| British Columbia | \$ | \$ |
| Manitoba | \$ | \$ |
| New Brunswick | \$ | \$ |
| Newfoundland and Labrador | \$ | \$ |
| Northwest Territories | \$ | \$ |
| Nova Scotia | \$ | \$ |
| Nunavut | \$ | \$ |
| Ontario | \$ | \$ |
| Prince Edward Island | \$ | \$ |
| Quebec | \$ | \$ |
| Saskatchewan | \$ | \$ |
| Yukon | \$ | \$ |
| Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| <p>Notes:</p> <ul style="list-style-type: none"> • The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. • Any additional services over and above the standard services listed in this contract, must be reviewed and approved by the Technical Authority before proceeding. | | |



| Option Period 3 (Duration of 1 Years) | | |
|--|---|-----------------------------------|
| Canadian Provinces and Territories | Estimated Firm All-Inclusive Fixed Unit Prices by type of assessment and by provinces or territories in Canadian Dollars | |
| | Pre-Placement/Pre-employment Assessment | Fitness to Work Assessment |
| Alberta | \$ | \$ |
| British Columbia | \$ | \$ |
| Manitoba | \$ | \$ |
| New Brunswick | \$ | \$ |
| Newfoundland and Labrador | \$ | \$ |
| Northwest Territories | \$ | \$ |
| Nova Scotia | \$ | \$ |
| Nunavut | \$ | \$ |
| Ontario | \$ | \$ |
| Prince Edward Island | \$ | \$ |
| Quebec | \$ | \$ |
| Saskatchewan | \$ | \$ |
| Yukon | \$ | \$ |
| Fees for no-show or cancellation within less than 24 hours. | \$ | \$ |
| <p>Notes:</p> <ul style="list-style-type: none"> • The Fixed Prices for each assessment includes the account manager's work, specialist fees and any other related fees such as consultation fees and records transfer fees. • Any additional services over and above the standard services listed in this contract, must be reviewed and approved by the Technical Authority before proceeding. | | |



ANNEX C – SECURITY REQUIREMENT CHECKLIST (SRCL)



Government of Canada
Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat 5000047956 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CNSC | | 2. Branch or Directorate / Direction générale ou Direction FAD |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant |
| 4. Brief Description of Work / Brève description du travail Requires the services of a third party for pre-placement medical assessments for employees and/or candidates; Fitness to work evaluations/independent medical evaluations will be provided to determine if an employee has been affected by a workplace hazard and/or is... / Nécessite les services d'un tiers pour des évaluations médicales préalables au placement pour les employés et/ou les candidats; des évaluations de l'aptitude au travail ou des évaluations médicales indépendantes seront fournies pour déterminer si un employé a été affecté par un danger en milieu de travail et/ou est.../ | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: | Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | NATO SECRET NATO SECRET <input type="checkbox"/> | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





| |
|--|
| Contract Number / Numéro du contrat 5000047956 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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 5000047956 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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 | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL | 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D – CNSC MEDICAL PROTOCOL

PRE-PLACEMENT EXAMINATION

The objectives of the pre-placement medical should be two-fold: to determine the fitness of the applicant based on objective conditions of employment imposed in the belief that it is necessary for the safe, efficient, and reliable performance of the job; and to use as a preventive measure and as a way to determine a baseline against which future medical tests and examination will be compared.

| PRE-PLACEMENT PROTOCOL FOR EMPLOYEES WHO CONDUCT OCCASIONAL-TO-FREQUENT FIELD WORK OR ON-SITE INSPECTIONS |
|--|
| <p>Medical examination performed by a physician</p> <ul style="list-style-type: none"> ○ The evaluation will include the assessment of any condition which could require urgent and immediate medical attention or any impairment which could result in sudden unpredictable loss of consciousness (for those having to work in remote areas). |
| <p>Blood profile [CBC/CMP (comprehensive metabolic panel)] and urinalysis</p> <ul style="list-style-type: none"> ○ Used as a baseline for future medical monitoring |
| <p>Radiation, Chemical or Biological Exposure</p> <ul style="list-style-type: none"> ○ It is our understanding that potential exposure to radiation is monitored by CNSC which provides dosimeters to its employees ○ Testing cannot be done for chemical or biological exposures unless very specific ones are to be monitored; e.g. lead, mercury etc. Should unprotected exposure occur, appropriate testing and a medical monitoring program will be implemented |
| <p>Ortho-rater and Ishihara (vision and colour test)</p> |
| <p>Hearing Test</p> |
| <p>Spirometry (pulmonary function test)</p> <ul style="list-style-type: none"> ○ Used as baseline for periodic monitoring i.e. for developing pulmonary infection and also to determine fitness to be mask fitted |
| <p>Physical Requirements</p> <ul style="list-style-type: none"> ○ Back Fitness ○ Fitness Testing: Balance & equilibrium / muscular endurance ○ SPOT (Simulated Physiological Occupational Tolerance) test |
| <p>Resting ECG/EKG (Interpreted by physician)</p> |



ANNEX E – MEDICAL EVALUATION INFORMATION NOTICE

Purpose of an Occupational Health Evaluation

Under the *Canada Labour Code*, Part II, the CNSC is responsible for the health and safety of its employees. This responsibility includes assuring that employees/candidates are medically and physically capable of performing the duties of the position for which they are applying or currently occupy.

The position for which you are being considered has been identified as requiring an occupational health evaluation.

An occupational health evaluation is focused on the job, its hazards and related physical requirements, and is carried out by an occupational health professional. The medical evaluation is not intended to replace the services currently being offered by a personal physician. This evaluation is purely intended to determine the medical capacity for performing the essential duties of the position.

About the Medical Evaluation:

There are two types of occupational medical evaluations which are required to determine if an individual health status is compatible with the job requirements: Pre-placement and Fitness-to-work evaluations.

Medical evaluations may consist of a medical examination and history, blood chemistry, audiogram, electrocardiogram, and urinalysis. Other tests may be performed as deemed clinically necessary by the physician. Details of the evaluation may be discussed with the doctor.

Who Performs the Medical Evaluations?

All health evaluations are to be arranged by the CNSC through the office of the designated occupational health services provider.

The CNSC strongly recommends that the occupational health evaluations be carried out by the designated occupational health services provider since they are knowledgeable about the employer's workplace health hazards, related occupational health and safety legislation, human rights legislation and have the necessary expertise to carry out the evaluations. However, an individual may see their own physician in order to complete the medical evaluation as set out in the medical evaluation protocol.

If an individual chooses to see his own physician, the CNSC shall provide to the physician, the medical form, a description of the work, including hazards, the extent of exposure, and the use of protective equipment and the medical evaluation protocol for the individual's position.

Once the individual's own physician has completed the medical evaluation, and with the written consent of the individual, he must forward the results of the evaluation to the occupational health services provider. Where specific medical testing is required (e.g. hearing testing) or could not be performed by the individual's physician, tests must be carried out by appropriate specialists from the designated occupational health services provider.



Cost of the Evaluation:

The CNSC shall pay the cost of all medical evaluations.

In the event that an employee / candidate chooses to consult with his / her own physician for the purpose of a medical health evaluation, the cost of the evaluation to the CNSC shall not exceed the cost normally absorbed for these evaluations.

Privacy Statement/Medical Confidentiality:

The information collected will be solely used for the purpose stated in the CNSC Occupational Health Evaluation Standard and will be processed by the Human Resources Directorate. The medical reports transmitted or used in connection with these health evaluations will be maintained in medical confidential status information as described in the Standard Personal Information Banks (Infosource.gc.ca) Staffing PSE 902 and Occupational Health and Safety PSU 907 and are treated as Protected B-Restricted. The collection of this information is mandatory and failure to provide the information will result in the individual not being considered for the position.

Specific information regarding the evaluation and test results are strictly confidential and all medical records are maintained by the designated occupational health services provider in accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)*. The CNSC (HRD) only receives a summary report which contains the employee's name and date of assessment and with one of the statements below:

- Health status compatible with job requirements
- Health status is compatible with job requirements but requiring certain restrictions
- Health status is not compatible with the occupational requirements of the job.

At no time does the CNSC receive a medical diagnosis or medical test results.

Medical findings can be discussed between the employee / candidate and the occupational health physician, and findings of evaluations and tests are available to the candidate's own physician upon request. Should you need assistance, please contact [OHS](#).



ANNEX F – CNSC JOB HAZARD DESCRIPTION

Group I- FOR CNSC STAFF WHO CONDUCT OCCASIONAL TO FREQUENT FIELD OR ON-SITE INSPECTIONS

1. GENERAL DESCRIPTION

During the performance of their duties, CNSC employees who's job fall within this description of this group are required to inspect a place or vehicle related to:

- the development, production, and use of nuclear energy, and
- the production, possession, use and transport of nuclear substances, and the production, possession and use of prescribed equipment and prescribed information as stipulated in the Nuclear Safety and Control Act.

CNSC employees in this group are extensively involved in the inspection/ investigation and it is expected that these workers, with the adequate training and personal protective equipment, be required to engage in physical activities such as climbing ladders, working in heights, working underground, working in various weather conditions and in remote areas.

They may also take measurements and samples, evaluate emergency response capabilities, respond to unplanned events and emergencies, provide expert advice and/or investigate incidents and accidents involving nuclear substances and radiation devices and Class II prescribed equipment.

When conducting or participating in inspections and investigations in various environments such as laboratories, mills, underground mines and nuclear power plants, the potential exists for exposure to the following hazards:

- radiological (improperly contained or labelled radioactive materials, spills, contamination, etc.);
- chemical (fugitive releases of toxic gases and spark-induced fires in the petrochemical industry for example);
- biological (viral and bacterial contamination in medical research and analytical laboratories); and
- physical (climbing ladder or towers or traversing catwalks in dirty, corrosive environments, conducting underground mine inspections, and various weather conditions, etc.). Some assignments may require working in extreme weather conditions when conducting outdoor inspections.

On-site, it may be necessary to don personal protective clothing and equipment such as respirators (mostly in case of an emergency), hearing protection, head, eye, hand and foot protection and, in rare circumstances, fall arrest protection.

Working hours may be prolonged and travel is expected. The occupation generally entails office and plant/industrial inspection work with the potential for physical and emotional stress during round-the-clock response to emergencies involving nuclear substances.

Travelling to and from inspections may involve hazards associated with solitary driving outside of work hours, possibly in isolated, remote areas, and driving in various road conditions.

The work requires dealing with the public in challenging and disputed matters that may lead to unpleasant situations.



2. OCCUPATIONAL REQUIREMENTS (Physical)

a. Color Vision

- Employees must be able to differentiate major colours, including red, green and blue - e.g. packaging information, gages, coloured diagrams.

b. Hearing

- Employees must be able to hear effectively in order to communicate or perceive alarms/ signals in noisy environments, such as industrial or constructions sites.

c. Neuromuscular

- Employees must be able to climb ladders, catwalks, scaffolds and steep stairs.
- Employees must have normal agility to remain standing for long periods of time.
- Employees must be able to tolerate work in heights and enclosed spaces.
- Employees must be able to carry measuring equipment and devices (up to 30lbs).

3. MEDICAL REQUIREMENTS

- Employees must not have a medical condition which could require urgent and immediate medical attention or an impairment which may result in sudden unpredictable loss of consciousness (for those expected to work in remote areas).
- Employees must not suffer from any signs or symptoms suggestive of peripheral vascular condition as these workers may be called upon to walk long distances on difficult terrain.
- Employees must not suffer from a condition that affects muscle strength, agility and balance needed to permit the activities required for the performance of the job under normal situations.
- Employees must not suffer from claustrophobia.
- Employees must not have an active psychiatric disorder that would interfere with the job requirements.



Table 1³

| Directorate | Division | Job Title |
|-------------|---------------------------|---|
| DPRR | Regulatory Program | Senior/Power Reactor Site Supervisor |
| DPRR | Regulatory Program | Power Reactor Site Inspector |
| DNCFR | UMMD | Senior/Project Officer, Specialist |
| DNCFR | Saskatoon Regional Office | Senior/Program Officer , Supervisor |
| DNSR | OID | Inspector, Regional Office |
| DNSR | OID | Regional Site Inspector Coordinator |
| DNSR | OID | Project Officer |
| DNSR | TLSSD | Transport Officer |
| DNSR | TLSSD | Transport Specialist (REG 7) |
| DSS | NSD | Senior/Security Advisor |
| DSS | NSD | Nuclear Security Intelligence Officer/Advisor |
| DNCFR | CR-Lab | Senior/Nuclear Facility Site Inspector |
| DNCFR | CR-Lab | Nuclear Facility Site Supervisor |
| DNCFR | NLRR | Senior/Project Officer |
| DSS | EMPD | CBRN Program Officer |
| DSS | EMPD | Licensee Emergency Programs Officer |
| DERPA | RPD | Radiation Protection Officer/Specialist |
| DNSR | Accelerators and Class II | Senior/Project Officer |
| DNCFR | WDD | Senior/Project Officer |
| DNCFR | NPFD | Senior/Project Officer |
| DSS | ISD | Senior/Safeguard Officer |

³ In case of discrepancy, please consult the most recent [Job Description](#) document.