



**RETURN BIDS TO:**

Canadian Nuclear Safety Commission (CNSC)

Send by email to: [cpsc.solicitation-demandedesoumission.ccsn@canada.ca](mailto:cpsc.solicitation-demandedesoumission.ccsn@canada.ca)

**REQUEST FOR PROPOSAL**

**Proposal to: Canadian Nuclear Safety Commission (CNSC)**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Instructions: See herein**

**Issuing office:**

Canadian Nuclear Safety Commission  
280 Slater St.  
Ottawa, Ontario  
Canada K1P 5S9

**Instructions:**

**Municipal taxes are not applicable.**

**Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

<b>Title:</b> Management Consulting Support for Project Athena: CNSC Strategic Review	
<b>Solicitation no.:</b> 5000049497/C	<b>Date:</b> September 24, 2020
<b>File No. – N° de dossier:</b> 5000049497	
<b>Solicitation closes:</b> <b>Tuesday November 3<sup>rd</sup>, 2020, at 2:00 pm (EST)</b>	
<b>Address inquiries and send your bid proposals by e-mail to:</b> <a href="mailto:cpsc.solicitation-demandedesoumission.ccsn@canada.ca">cpsc.solicitation-demandedesoumission.ccsn@canada.ca</a>	

<b>Destination:</b> See herein	
<b>Delivery required:</b> See herein	<b>Delivery offered:</b>
<b>Supplier name and address</b>	
<b>Contact:</b> <b>Telephone:</b> <b>E-Mail:</b>	
<b>Name and title of person authorized to sign on behalf of supplier (type or print):</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



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## REISSUE OF A BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitations number [5000049497/A dated December 23, 2019 with a closing of February 3<sup>rd</sup>, 2020 at 14:00 \(EST\)](#) and [5000049497/B dated June 11<sup>th</sup>, 2020 with a closing of July 7<sup>th</sup>, 2020 at 14:00 \(EDT\)](#). A debriefing or feedback session will be provided upon request to bidders/offers/suppliers who bid on the previous solicitation.

## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

This document states the terms and conditions that apply to this bid solicitation. It is divided into seven parts plus annexes and attachments 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, if applicable, and the basis of selection;

**Part 5 Certifications:** 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 Attachments include:

**List of Attachments to Part 3 (Bid Preparation Instructions):**

[Attachment 1 to Part 3: Pricing Schedule](#)

**List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):**

[Attachment 1 to Part 4: Bid Evaluation Criteria](#)

**List of Attachments to Part 5 (Certifications):**

[Attachment 1 to Part 5, Additional Certifications Required Precedent to Contract Award](#)

The Annexes include:

[ANNEX A - STATEMENT OF WORK](#)

[ANNEX B - BASIS OF PAYMENT](#)

[ANNEX C - SECURITY REQUIREMENTS CHECK LIST \(SRCL\)](#)

[ANNEX D - TASK AUTHORIZATION FORM](#)



## 1.2 SUMMARY

- 1.2.1 The Canadian Nuclear Safety Commission (CNSC) is seeking bids from qualified suppliers in order to develop options for transformative change in the design and delivery of its regulatory oversight, management, administrative and internal services programs and functions. Other tasks may be conducted to support the CNSC's executive Committee on an "as and when requested" basis.

A complete description of the work to be performed is provided in Annex A – Statement of Work

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFP.

Bids can be submitted in both official languages of Canada.

- 1.2.2 It is intended to result in the award of one (1) contract for an initial period of one (1) year, plus two (2) irrevocable options of 1 year each to extend the term of the contract.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), , the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Panama Free trade Agreement (CPaFTA), The Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement and the Canadian Free Trade Agreement (CFTA).

## 1.3 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to [cnsolicitation-demandedesoumission.ccsn@canada.ca](mailto:cnsolicitation-demandedesoumission.ccsn@canada.ca) within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

## 1.4 CONFLICT OF INTEREST

The work will consist of reviewing the design and delivery of CNSC's regulatory oversight, management, administrative and internal services' programs and functions. By submitting a bid, the Bidder certifies that it does not consider itself to be in a conflict of interest. The CNSC reserves the right to reject a bid should the Bidder, any of its subcontractors, and any of their respective employees or former employees have been involved, in any manner, in any situation of conflict of interest or appearance of conflict of interest in accordance with section [2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS](#).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).

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.

The [2003 \(2020-05-28\) Standard Instructions – Goods or Services – Competitive Requirements](#) are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- delete section 02 in its entirety;
- in section 03, delete “Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16),”
- delete subsection 2d of section 05, Submission of Bids in its entirety:
- revise subsection 4 of section 05, Submission of Bids, as follows:
  - Delete: “Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation,”
  - And replace with: “Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation”.
- in sections 06 and 07
  - Delete: “PWGSC”
  - Replace with: “CNSC”
- delete section 8, Transmission by Facsimile or by epost Connect, in its entirety.
- delete subsections 1a and 1b of section 12, Rejection of Bid, and replace with:
  - a) Bidders are advised that the CNSC reserves the right to consider, as part of its evaluation, any unsatisfactory performance in a previous or current project performed by the bidder, proposed subcontractor or individual proposed resource either on contract or under previous CNSC employment.
  - b) Additionally, bidders shall take note that once awarded, the performance of the contractor during and upon completion of the work shall be evaluated by the CNSC. The evaluation may include all or some of the following criteria: quality of deliverables, timeliness of completion of the work, project management, contract management, and cost. Should the contractor's performance be considered unsatisfactory, the contractor may be declared ineligible for future CNSC contracts.
- add the following paragraphs to section 18, Conflict of Interest – Unfair Advantage:
  - Conflict of Interest – Performance of the Work



- a. 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.
  - b. 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.
- Delete subsection 2 of section 20, Further Information, in its entirety.

With the exception of sections 1 and 21 of the [2003 \(2020-05-28\) Standard Instructions – Goods or Services – Competitive Requirements](#), all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" means or is replaced by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

Wherever there is a discrepancy between information in this request for proposal and the provisions of the 2003 (2020-05-28) Standard Instructions, the information in this request for proposal document shall supersede the information of the 2003 (2020-05-28) Standard Instructions.

### 2.1.1 SACC Manual Clauses

[A7035T \(2007-05-25\) List of Proposed Subcontractors](#)

## 2.2 SUBMISSION OF BIDS

- a. Bids must be submitted only to CNSC e-mail address: [cnsccs@canada.ca](mailto:cnsccs@canada.ca), by the date and time indicated on page 1 of the bid solicitation.
- b. Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- c. Given that bids will be received by email, a confirmation of receipt of bid will be sent to the Bidder by the CNSC. CNSC is limited to individual emails of a maximum size of 15 MBs.
- d. Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

## 2.3 FORMER PUBLIC SERVANT

See [Part 5 – Certifications](#) and [Part 7 - Resulting Contract Clauses, section 7.6](#) for more information.

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 required information before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



## 2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to [cpsc.solicitation-demandedesoumission.ccsn@canada.ca](mailto:cpsc.solicitation-demandedesoumission.ccsn@canada.ca) **no later than five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the **Province of Ontario**.

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 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The Canadian Nuclear Safety Commission has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

## 2.7 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 [cpsc.solicitation-demandedesoumission.ccsn@canada.ca](mailto:cpsc.solicitation-demandedesoumission.ccsn@canada.ca). 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 **ten (10) 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

- a. Canada requests that bidders provide their bid in separate sections as follows:
  - i. Section I: Technical Bid (1 email copy)
  - ii. Section II: Financial Bid (1 email copy)
  - iii. Section III: Certifications (1 email copy)
  - iv. Section IV: Additional Information (1 email copy)

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

**NB: Please note that CNSC is limited to individual emails of a maximum size of 15 MBs.**

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
  - i. use a numbering system that corresponds to the bid solicitation;
  - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - iii. Include a table of contents.
  - iv. Soft copies will be accepted in any of the following or compatible electronic formats:
    - Portable Document Format ( .pdf)
    - Microsoft Word (.docx) 2016 or (.doc) 97-2003
    - Microsoft Excel (.xlsx) 2016 or (.xls) 97-2003

### 3.2 SECTION I: TECHNICAL BID

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and, if applicable, describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points 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 the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria 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.

[Part 4, Evaluation Procedures](#), contains additional instructions that bidders should consider when preparing their technical bid.

### 3.3 SECTION II: FINANCIAL BID

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in [Attachment 1 to Part 3](#).
- B. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.



- C. When preparing their financial bid, Bidders should review [clause 4.1.2, Financial Evaluation, of Part 4](#) of the bid solicitation; and [article 7.7, Payment, of Part 7](#) of the bid solicitation.

**D. SACC Manual Clauses**

[C3011T \(2013-11-06\) Exchange Rate Fluctuation](#)

**3.4 SECTION III: CERTIFICATIONS**

Bidders must submit the certifications required under [Part 5](#) that have not been included in the Technical Bid.

**3.5 SECTION IV: ADDITIONAL INFORMATION**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



### ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Can \$) for each of the resource categories identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation required to be done, delivered or performed inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Resource	Name of Proposed Resource	ALL-INCLUSIVE HOURLY RATE (in Cdn \$)	Weighting Factor	Total (in Cdn \$)
		A	B	C = A x B
<b>Period 1: Contract Period: (est. December 1<sup>st</sup>, 2020 to November 30, 2021)</b>				
Consultant #1 – Corporate Management Experience	_____	\$_____/hour	0.25	\$_____ (C1)
Consultant #2 – Nuclear/Regulatory Experience	_____	\$_____/hour	0.25	\$_____ (C2)
Supporting Staff	_____	\$_____/hour	0.50	\$_____ (C3)
<b>Period 1 Total = C1 + C2 + C3:</b>				\$_____ (P1)
<b>Period 2: Option Year 1 (est. December 1, 2021 to November 30, 2022)</b>				
Consultant #1 – Corporate Management Experience	_____	\$_____/hour	0.25	\$_____ (C3)
Consultant #2 – Nuclear/Regulatory Experience	_____	\$_____/hour	0.25	\$_____ (C4)
Supporting Staff	_____	\$_____/hour	0.50	\$_____ (C5)
<b>Period 2 Total = C3 + C4 + C5:</b>				\$_____ (P2)



<b>Period 3: Option Year 2 (est. December 1, 2022 to November 30, 2023)</b>				
Consultant #1 – Corporate Management Experience	_____	\$_____/hour	0.25	\$_____ (C5)
Consultant #2 – Nuclear/Regulatory Experience	_____	\$_____/hour	0.25	\$_____ (C6)
Supporting Staff	_____	\$_____/hour	0.50	\$_____ (C7)
<b>Period 3 Total = C5 + C6 + C7:</b>				\$_____ (P3)
<b>** Evaluated Price (Applicable taxes excluded) = P1 + P2 +P3:</b> **To be used to determine the financial score (see <a href="#">article 4.2.1.3</a> )				\$_____ (EP)
<b>Applicable Taxes:</b>				\$_____

**Note: The contract will be awarded for an initial period of 1 year with a total limitation of expenditure CAD 800,000.00 (plus applicable taxes).**



## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

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

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Joint Venture Experience

- a) 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.

- b) 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.

- c) 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:

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

that show in total 100 billable days.

- d) 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.



#### 4.1.1.2 Mandatory Technical Criteria

Refer to [Attachment 1 to Part 4](#).

#### 4.1.1.3 Point Rated Technical Criteria

Refer to [Attachment 1 to Part 4](#). Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in [Attachment 1 to Part 3](#) of this bid solicitation.

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

### 4.2 BASIS OF SELECTION

#### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (80%) and Price (20%)

4.2.1.1 To be declared responsive, a bid must:

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

4.2.1.2 Bids not meeting 4.2.1.1(a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LEP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = LEP / EP_i \times 20$ .  $EP_i$  is the evaluated price (EP) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 80$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in [Attachment 1 to Part 4](#), determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in [Attachment 2 to Part 4](#) will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of the technical merit and price, respectively.



<b>Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	EP1: C\$60,000	EP2: C\$55,000	<b>LEP</b> and EP3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OS<sub>i</sub> x 80)</b>	<b>Pricing Score (LP/EP<sub>i</sub> x 20)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 80 = 71.11	50/60 x 20 = 16.67	87.78
<b>Bidder 2</b>	98/135 x 80 = 58.07	50/55 x 20 = 18.18	76.25
<b>Bidder 3</b>	82/135 x 80 = 48.59	50/50 x 20 = 20.00	68.59



## ATTACHMENT 1 to PART 4: BID EVALUATION CRITERIA

### 1.0 Instructions

#### 1.1 Information to be presented in the bid

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

To demonstrate their compliance with the resource criteria, both mandatory and point-rated, it is recommended that the Bidder complete and submit with their proposal the following or similar template for each project required to demonstrate the proposed resource’s experience. Unless identified in the specific criterion, at a minimum the Bidder must submit the information requested under a) to e) to clearly demonstrate compliance with the requirements of each criterion.

Mandatory Project/Experience Information	
Item	Submission Requirements
a)	Client Organization Name <u>and a contact</u> for which the work was performed.
b)	Project Title and description of the project
c)	Duration of time resource worked on project (start and completion dates in month/year to month/year).
d)	The role or overall responsibility of the proposed resource.
e)	A description of the specific work and tasks performed and deliverables produced by the proposed resource that clearly demonstrates their experience and how they meet the criterion and an overview of results achieved.

#### 1.2 Experience Validation Exercise

In accordance with the Standard Instructions [2003 \(2020-05-28\)](#) 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. confirming the experience by asking questions related to specific work performed on a project such as but not limited to approach and/or methodology in performing the work, the steps taken or how the work was performed, who was consulted or a part of the team to achieve the work, the lines of communication and communication strategies, what the main challenges were and how were these mitigated, what were the outcomes of the work and the lessons learned, 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.

### 1.3 Client References

Bidders should provide the required references in the Technical Proposal of their bid. If not provided with their bid, the information must be provided upon the Contracting Authority's request.

**References must be the project's technical lead that is an employee of the client organization and can speak to the resource's experience on the project and the following information for each reference must be included:**

- i. Name
- ii. Title
- iii. Role in the project
- iv. Email address and/or telephone number

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 2.0 Mandatory Technical Criteria

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

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.



Mandatory Criteria Item No.	Mandatory Technical Criteria	Met/Not Met	Bidder's Cross Reference to Proposal
MT1	<p>The Bidder must propose a team including a minimum of two (2) senior Consultants, who must be separate individuals.</p> <p>The Bidder must also demonstrate and certify (see Certifications) that all the resources proposed have not worked for the Canadian Nuclear Safety Commission as a part-time or full-time employee within the last 10 years of the bid solicitation closing date.</p>		
MT2	<p>The Bidder must demonstrate, using project descriptions, that one of the proposed Consultants has worked on a minimum of three (3) projects (with a minimum duration of 3 months each) in the last five years of the bid solicitation closing date which involved the following:</p> <ul style="list-style-type: none"> <li>i. Conducting organizational reviews* for organizations of at least 500 Full Time Equivalents (FTEs);</li> <li>ii. Developing change options, implementation risk assessments and change management strategies for selected options; and</li> <li>iii. Providing strategic advice to senior management.</li> </ul> <p>*For the purpose of this bid solicitation, organizational reviews are defined as reviews whereby expenditures and programs are assessed to determine effectiveness, efficiency and value for money.</p> <p>To demonstrate experience for <i>i.</i>, in addition to what is required under <a href="#">section 1.1</a> above, the Bidder must provide information on the number of FTEs in the organization.</p> <p><b>Note:</b> All three elements must be demonstrated, but not all elements have to be demonstrated for <b>each</b> project. A minimum of two elements should be demonstrated for each project: (i) and either (ii) or (iii).</p>		

### 3.0 Point Rated Technical Criteria

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

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.



#	RATED CRITERION	MAX POINTS	SCORES TO BE ASSIGNED BASED ON THE FOLLOWING	CROSS REFERENCE TO PROPOSAL/RESUME
RT1	<p><b>Expertise in Change Management:</b></p> <p>The Bidder should provide three (3) project descriptions of projects of a minimum duration of 3 months each (or 1,000 hours of invested time), demonstrating that one of the proposed Consultants has experience recommending and implementing organizational design changes as a result of organizational reviews.</p> <p><u>For the purpose of this bid solicitation, organizational reviews are defined as reviews of organizations of at least 500 Full Time Equivalent (FTEs) whereby expenditures and programs are assessed to determine effectiveness, efficiency and value for money.</u></p> <p>In addition to the information required under <a href="#">section 1.1</a> above, the following information must be provided for each project description in order to score points:</p> <ul style="list-style-type: none"> <li>• Number of FTEs in the organization;</li> <li>• The type of organization (non-governmental, utility company, provincial, municipal, foreign government, Government of Canada);</li> <li>• Description of the outcomes of the organizational review including the percentage of recommended organizational changes that were implemented by the client</li> </ul>	30	<p>The Bidder will receive up to ten (10) points for each project (Max 3 projects) that demonstrates this experience as follows:</p> <p><b><u>Organization (maximum 3 points per project)</u></b></p> <p><b>1 points</b> - Non government organization</p> <p><b>2 points</b> - Utility company</p> <p><b>3 points</b> - The project was conducted for a provincial, municipal, or foreign government organization or a Government of Canada (GoC) entity</p> <p><b><u>Implementation (maximum of 7 points per project):</u></b></p> <p><u>Number of changes implemented:</u></p> <p><b>0 points:</b> none of the recommended organizational changes were implemented.</p> <p><b>1 point:</b> up to 25% of the recommended organizational changes were implemented.</p> <p><b>3 points:</b> more than 25% to 50% of the recommended organizational changes were implemented.</p> <p><b>5 points:</b> more than 50% to 75% of the recommended organizational changes were implemented.</p> <p><b>7 points:</b> more than 75% to 100% of the recommended organizational changes were implemented.</p>	
RT2	<p><b>Nuclear or Regulatory Expertise:</b></p>	60	<p><b>0 points</b> - no relevant experience in the nuclear industry or in a regulatory field related to the health and safety</p>	



	<p>The Bidder should demonstrate that one of the proposed Consultants has relevant experience in</p> <ul style="list-style-type: none"> <li>i. in the nuclear industry; or</li> <li>ii. in a regulatory field related to the health and safety of persons or protection of the natural environment</li> </ul> <p>For the purposes of this criteria, a senior role is defined as occupying a position that is no more than three levels between the position and the most senior individual in the organization.</p>		<p>of persons or protection of the natural environment experience</p> <p><b>15 points</b> - at least 5 years of experience in the nuclear industry or a regulatory field related to the health and safety of persons or protection of the natural environment</p> <p><b>30 points</b> - at least 10 years of experience in the nuclear industry or a regulatory field related to the health and safety of persons or protection of the natural environment with minimum of 5 years in a senior role.</p> <p><b>60 points</b> - at least 15 years of experience in the nuclear industry or a regulatory field related to the health and safety of persons or protection of the natural environment, with a minimum of 5 years in a senior role.</p>	
<p><b>RT3</b></p>	<p><b>Approach and Methodology</b></p> <p>The Bidder should demonstrate that its approach and methodology are comprehensive and designed to complete the organizational review activities outlined in Annex A – SOW. The Bidder should include the reporting structure for the proposed team in its approach. The Bidder’s response will be evaluated as follows:</p> <ul style="list-style-type: none"> <li>a) approach and methodology for generating high-level change options for the CNSC;</li> <li>b) approach and methodology for assessing costs for each option generated;</li> <li>c) approach and methodology for assessing risks and other considerations for each option generated; and</li> </ul>	<p>50</p>	<p>A maximum of 10 points per element (a to e) will be awarded as per the rating scale of Table 1 below.</p>	



	d) approach and methodology for prioritizing and recommending best options. e) engagement plan to execute the approach and methodology.			
	<b>MAXIMUM POINTS</b>	<b>140</b>		

<b>Table 1</b>	
<b>Points</b>	<b>Description</b>
0	Information provided does not address the approach and methodology for the element of the criterion.
4	Information provided about the approach and methodology addresses the element of the criterion at a high level with little detail in the description. Not enough information is provided to assess the soundness of the approach and methodology.
6	Information provided about the approach and methodology for the element of the criterion provides some detail and an overview but not enough information is provided to assess the soundness of the approach and methodology.
8	Information provided about the approach and methodology for the element of the criterion is in depth and comprehensive and the approach and methodology is mostly sound.
10	Information provided about the approach and methodology is in depth and comprehensive, and the approach and methodology is very sound.

**Bids not meeting the minimum pass mark of 100 points out of 140 points on the rated criteria stated above will be declared non-responsive and will not be evaluated further.**



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 CERTIFICATIONS REQUIRED WITH THE BID

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

#### 5.1.1 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

The Bidder certifies that all its proposed resources has not worked for the Canadian Nuclear Safety Commission as a part-time or full-time employee within the last 10 years of the bid solicitation closing date.

### 5.2 CERTIFICATIONS AND INFORMATION REQUIRED PRECEDENT TO CONTRACT AWARD

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<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.

#### 5.2.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

In the event that the total cost of any contract resulting from the bid solicitation is \$1,000,000 or above (including applicable taxes and excluding the total value of the option periods):



- Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid List" during the period of the Contract.
- The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. [Attachment 1 to Part 5](#), Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

### 5.2.3 Former Public Servant

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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



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

### Former Employee of CNSC/AECB

Is the Bidder or the Bidder's employee(s) or proposed resource(s) a former CNSC/AECB (Canadian Nuclear Safety Commission/Atomic Energy Control Board) employee?

Yes ( ) No ( )

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

### 5.2.2 Status and Availability of Resources

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 Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. 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.

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 Canada. 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. Failure to comply with the request may result in the bid being declared non-responsive.

### 5.2.4 Education and Experience





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

### 5.3 CERTIFICATIONS

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
**Signature of Bidder's Authorized Representative**

\_\_\_\_\_  
**Date**



## ATTACHMENT 1 to PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit 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) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Date: \_\_\_\_\_ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

#### A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC-Labour.

or

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. **As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.**

#### B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or

- B2. The Bidder is a Joint venture. **Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.**



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 SECURITY REQUIREMENT

6.1.1 Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.1.2 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.

6.1.3. 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.

6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.1.5 CNSC may, at any time; request that a Bidder provide properly completed and signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229-1](#)) for any or all contractors/resources within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

6.1.6 In addition to the verification of security clearances, 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.

6.1.7 CNSC will not unreasonably delay the award of a contract for the security clearance process as this process can take from 1 week to several months. This decision will be at the entire discretion of the Contracting Authority in consultation with the Project Authority. Failure to provide the required security clearance(s) within the time period specified may result in the CNSC awarding the contract to the next ranked compliant bidder in accordance with the terms of the bid solicitation.

6.1.8 The CNSC reserves the right to reject any bid following its review of the results of the security clearance verification process.



## PART 7 - RESULTING CONTRACT CLAUSES

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

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

### 7.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work in [Annex A](#), and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 7.1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at [Annex A](#) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.1.2 Task Authorization

**A.** Work described at [Annex A, Statement of Work, section 6.3](#) will be performed under the Contract on an “as and when requested basis”.

**B.** With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

**C.** TA Authority and Limit

All TAs must be issued directly by the Contracting Authority.

**D.** The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability, Portion of the Work - Cumulative Total of all authorized TAs) not being exceeded.

**E.** Task Authorization Process



For each task or revision of a previously authorized task, the Contracting Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
  - the details of the activities or revised activities to be performed;
  - a description of the deliverables or revised deliverables to be submitted; and
  - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task.

**F.** Within 5 calendar days of its receipt of the request, the Contractor must provide the Contracting Authority with a signed and dated response prepared and submitted using the TA form received from the Contracting Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B; and
3. for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract:
  - the name of the proposed resource;
  - the resume of the proposed resource; and
  - a demonstration that the proposed resource:
    - meets the Contract security requirements;
    - meets the mandatory criteria identified in the bid solicitation; and
    - obtains the same score for the bid solicitation point-rated criteria as the resource named in the Specific Persons clause.

**G.** TA Authorization

1. The TA Authority will authorize the TA based on:
  - the request submitted to the Contractor pursuant to paragraph E of this clause;
  - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
  - the agreed total estimated cost for performing the task or, as applicable, revised task.
2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph F.3 of this clause.
3. The authorized TA will be issued to the Contractor by email.

## 7.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](#) issued by Public Works and Government Services Canada.



With the exception of the Integrity Provisions of the General Conditions, all references to "Canada", "Crown", "Her Majesty", "the Government" or "the Minister" in the clauses and conditions included herein, including those incorporated by reference, shall mean Her Majesty the Queen in right of Canada as represented by the Canadian Nuclear Safety Commission and its presiding Minister as appropriate.

### 7.2.1 General Conditions:

[2035 \(2020-05-28\), General Conditions – Higher Complexity – Services](#), apply to and form part of the Contract.

The text under Section 34 – Conflict of Interest and Values and Ethics Codes for the Public Service, of General Conditions 2035 referenced above is replaced by:

- 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 People Management and Directive on Conflict of Interest*, 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 People Management and Directive on Conflict of Interest*, 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>.

### 7.2.2 Supplemental General Conditions

Supplemental General Conditions [4007 \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#) form part of the Contract."

### 7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 7.2.4 Specific Person(s)

The Contractor must provide the services of the person(s) identified in [Annex B – Basis of Payment](#) to perform the Work as stated in the Contract.

## 7.3 SECURITY REQUIREMENT

7.3.1 The following security requirement (SRCL and related clauses) form part of the Contract:



1. The Contractor and/or its personnel requiring access to Protected A and B information, assets or sensitive work site must at all times during the performance of the contract, maintain a valid RELIABILITY STATUS granted by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), Canadian Nuclear Safety Commission or another Federal Departments.
2. The Contractor and/or its personnel MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).
3. The Contractor and/or its personnel MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Canadian Nuclear Safety Commission.
5. The Contractor must comply with the provisions of the Security Requirement Check List attached to this Contract as Annex C.

7.3.2 Additionally, resources may be assessed for SECRET status by the CNSC prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the CNSC, in respect of any given resource, the Contractor must submit

- (i) the current level of security clearance granted or approved by CISD/PWGSC; and
- (ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>).

7.3.3 CNSC may, at any time; request that a Contractor provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all contractors/resources within a specified time period. Failure to provide such information may constitute grounds for Canada to terminate the contract.

7.3.4 The CNSC performs a criminal record name check (CRNC) on all resources who require access to the CNSC facilities for the performance of their work. The Contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the resource's CRNC. Failure to provide such information may constitute grounds for Canada to terminate the contract.

7.3.5 CNSC will not unreasonably delay the award of a contract for the CRNC process as this process can take from 1 week to several months. This decision will be at the entire discretion of the Contracting Authority in consultation with the Project Authority. If the resource should lose his/her security status during the course of the contract the Contracting Authority may request that the contractor propose an alternate resource within a specified time period. Failure to provide the replacement resource within the time period specified may constitute grounds for Canada to terminate the contract.

7.3.6 In the event a resource does not pass the security assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

7.3.7 The Contractor's resource(s) is responsible to return to the CNSC security officer (or other designated person) any building access cards issued 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.

## 7.4 TERM OF CONTRACT



**7.4.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.

**7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven (7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7.5 AUTHORITIES**

**7.5.1 Contracting Authority**

(To be identified at contract award)

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_ - \_\_\_ - \_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_  
E-mail address: \_\_\_\_\_

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**

(To be identified at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_ - \_\_\_ - \_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract 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 identified at contract award)

## 7.6 PAYMENT

### 7.6.1 Basis of Payment

#### 7.6.1.1 Firm Hourly Rates

For the Work described in the Statement of Work in Annex A, excluding section 6.3:

The Contractor will be paid firm hourly rates indicated in the Basis of Payment in Annex B, for work performed in accordance with the contract. Customs duties are included and Applicable Taxes are extra.

#### 7.6.1.2 Bases of Payment that may apply to an Authorized TA

For the Work described in section 6.3 of the Statement of Work in Annex A, one or more of the basis of payment options below will be specified in each TA:

##### A. Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price specified in the authorized TA, determined in accordance with the basis of payment in Annex B. Customs duties are included and Applicable Taxes are extra.

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

##### B. TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.



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

### C. TA subject to a Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA as determined in accordance with the Basis of Payment in Annex B to the ceiling price specified in the authorized TA. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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

#### 7.6.2 Canada's Total Liability (including cumulative total of all authorized TAs)

1. Canada's total liability to the Contractor under the Contract, including the cumulative total of all authorized Task Authorizations, must not exceed \$ 800,000.00 (Cdn). Customs duties are included and Applicable Taxes are extra.
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 when:
  - a. It is 75 percent committed, or
  - b. 4 months before the Contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
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. Providing this information does not increase Canada's liability.

#### 7.6.3 Method of Payment

##### 7.6.3.1 Monthly Payments

For the Work described in Statement of Work in Annex A, excluding section 6.3:

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:

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.



### 7.6.3.2 Methods of Payment - Authorized TA:

For the Work described in section 6.3 of the Statement of Work in Annex A, one or more of the method of payment options below will be specified in each TA:

#### A. Single Payment

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

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

#### B. 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 and Task Authorization 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

#### C. Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract and Task Authorization 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. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

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

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



3. The information must be sent to the contracting authority. If the information includes a SIN, the information should be provided in an envelope marked "Protected".

#### **7.6.5 Discretionary Audit C0705C (2010-01-11)**

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.

#### **7.6.6 Payment by Direct Deposit**

1. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 \(2020-05-28\), General Conditions – Higher Complexity – Services](#) forming part of this Contract.
2. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority a Direct Deposit Enrolment Form, which is available on demand.
3. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Direct Deposit Enrolment Form is up to date. Should the Contractor's information within the Direct Deposit Enrolment Form not be accurate or up to date, the provisions identified herein under (Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in [2035 \(2020-05-28\), General Conditions – Higher Complexity – Services](#) forming part of this Contract will not apply, until the Contractor corrects the matter.

#### **7.6.7 C2000C (2007-11-30) Taxes - Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.



## 7.7 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions.
2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
3. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
4. The original and one (1) copy must be forwarded to the following address for certification and payment.

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

Or submitted electronically at: [cnsc.finance-finance.ccsn@canada.ca](mailto:cnsc.finance-finance.ccsn@canada.ca)

## 7.8 CERTIFICATIONS

### 7.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

## 7.9 APPLICABLE LAWS

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

## 7.10 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement,
- b. [Supplemental General Conditions 4007 \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#);
- c. [2035 \(2020-05-28\), General Conditions – Higher Complexity – Services](#);
- d. [Annex A, Statement of Work](#);
- e. [Annex B, Basis of Payment](#);
- f. [Annex C, Security Requirements Check List](#);
- g. [Annex D - Task Authorization Form](#);
- h. the Contractor's bid dated [\_\_\_\_\_] [*insert date of bid*], as amended [\_\_\_\_\_] [*insert date(s) of amendment(s) if applicable*].



## 7.11 FOREIGN NATIONALS

[SACC Manual Clause A2000C \(2006-06-16\) Foreign Nationals \(Canadian Contractor\)](#)

OR

[SACC Manual Clause A2001C \(2006-06-16\) Foreign Nationals \(Foreign Contractor\)](#)

## 7.12 INSURANCE

[SACC Manual clause G1005C \(2016-01-28\), Insurance – No Specific Requirement](#)

## 7.13 GOVERNMENT SITE REGULATIONS

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

## 7.14 DISPUTE RESOLUTION

1. The parties must first attempt to resolve disputes arising in connection with this contract through direct good-faith negotiations. Such negotiations shall be undertaken for a maximum period of 30 working days unless resolved earlier. The parties may agree to an extension of the 30 working day period upon agreement in writing by each party.
2. All disputes, questions or differences arising in connection with this contract which cannot be resolved by the parties as set out in subsection 1 shall be resolved in an efficient and cooperative manner through mediation or any other such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken for at least 20 working days unless resolved earlier. The parties may agree to an extension of this 20 working day period upon agreement in writing by each party.
3. All disputes, questions or differences arising in connection with this contract, which the parties cannot resolve themselves through direct negotiations or the appropriate dispute resolution efforts discussed in subsection 2. shall be finally settled by binding arbitration.
4. The parties shall appoint a single arbitrator. The appointment of an arbitrator shall occur within 30 calendar days of the decision to proceed to binding arbitration. If such appointment has not occurred within this 30 day period, then the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed.
5. The arbitration shall be in accordance with the Commercial Arbitration Act, R.S.C., 1985,c.17 and shall take place in Ottawa, Ontario.
6. The arbitrator may appoint a secretary with the prior written permission of the parties. The fees of the sole arbitrator and of the secretary shall be shared equally by each of the parties. Notwithstanding the above, the arbitrator shall be authorized to require any party to pay the whole or part of the fees, costs and expenses. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
7. This section does not apply in respect of the interpretation or application of constitutional, administrative, criminal or tax law or other law as may be determined and agreed upon by the parties. Except with respect to the laws expressly listed herein, if no agreement is reached regarding this article's application with respect to other areas of law, then the matter shall be subject to binding arbitration.
8. The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Procurement Ombudsman will also review a complaint filed by the Contractor respecting



administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **7.15 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](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



## ANNEX A - STATEMENT OF WORK

### 1.0 TITLE

Provision of management consulting service to Project Athena (CNSC's Strategic Review)

### 2.0 OBJECTIVE

The Canadian Nuclear Safety Commission (CNSC) requires the services of an experienced management-consulting firm to develop options for transformative change in the design and delivery of its regulatory oversight, management, administrative and internal services programs and functions. Other tasks may be conducted to support the CNSC's executive Committee on an "as and when requested" basis.

### 3.0 BACKGROUND

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

The CNSC has an annual operating budget of approximately \$160 million, 70% of which is financed by fees charged to its licensees and the remainder by appropriations from the Government of Canada. Its staff complement is approximately 900 persons.

The CNSC will face a number of changes in its operating environment over the next 5-10 years. These include the possible deployment of new technologies (e.g. Small Modular Reactors), changes to government policies and legislation (e.g. climate change) as well as continued emphasis on Indigenous reconciliation.

Globally, the nuclear industry is transforming itself, and regulators such as the CNSC must be sufficiently agile to adapt to these changes. In the Canadian context, the potential decommissioning of the Pickering Nuclear Generating Station, one of the largest in the world, may significantly impact the CNSC.

The CNSC' Executive Committee has directed that all its programs and activities be reviewed to ensure it is prepared for a wide range of eventualities. The objective of the review, named Project Athena, is to generate high quality, evidence-based information on CNSC program expenditures, and to develop credible options for change.

The information generated by the review must allow the CNSC's Executive Committee to effectively:

- a. Reduce (or eliminate) expenditures where necessary with an appropriate understanding of the impacts of these reductions.
- b. Reallocate resources from lower to higher priorities.
- c. Make reinvestment decisions where needed.

The review is being conducted in three phases:

- Phase 1 is the planning phase, which has been completed.
- Phase 2 is now in progress. It includes a number of lines of evidence, such as self-assessments by program managers, suggestions from staff, government, industry, and other key stakeholders, and the resultant identification of options.
- Phase 3 will be the executive committee decision-making phase.

The CNSC views it as essential that a number of "top-down" options also be generated for consideration. These options must provide for innovative, transformative changes to current program design and delivery and offer significant potential savings in cost.





#### 4.0 SCOPE OF WORK

The Contractor is expected to undertake a number of tasks in support of the review. Some of these tasks are defined now, but others will be authorized through Task Authorizations on an 'as and when requested' basis during the review.

The Work to be performed includes:

- Work with the CNSC's Executive Committee and other senior executives to generate meaningful and substantial 'top-down' options for change across all the CNSC's regulatory and management activities to support innovation, transformation or other Project ATHENA related goals.
- Develop and assess the impact of any proposed options and conduct suitable senior level briefings.
- Advise CNSC executives on the capacity/capability of the organization to undertake and successfully deliver on options or other changes.
- (As and When Requested) Conduct specific program reviews or related examinations as requested by the CNSC's Technical Authority.
- (As and When Requested) Conduct special reviews of horizontal/cross-cutting activities.

#### 5.0 RESOURCE REQUIREMENT

	Resource	Level	Quantity	Security Level
5.1	Consultant #1 – Corporate Management Experience	Senior	1	RELIABILITY
5.2	Consultant #2 – Nuclear/Regulatory Experience	Senior	1	RELIABILITY
5.3	Supporting Staff	N/A	As required	RELIABILITY

The team should include a minimum of two consultants. These consultants must have the expertise to strategically recommend change in both our management of internal (corporate) services as well as in our core regulatory operations; present findings and progress to senior management and facilitate discussion groups as required.

The contractor may use junior/intermediate resources to support the senior consultants with day to day activities such as: conducting research, compiling data, drafting surveys, conducting analysis, etc..

#### 6.0 TASKS

6.1 Preliminary Familiarization and Engagement Plan: The Contractor must familiarize themselves with the CNSC's programs, activities, functions and their associated costs. Supporting information and material will be provided by the Technical Authority. The Contractor must also conduct key informant interviews to supplement this background information gathering. These interviews will be scheduled in co-ordination with the Technical Authority.

- Once the familiarization is complete, the Contractor must prepare an engagement plan for the approval of the project Technical Authority. The objective of the engagement plan is to describe the methodology/approach that will be used to generate high-level change options for the CNSC. The engagement plan must, as a minimum, include a list of subject matter experts/executives to be engaged, the questions that will be posed to interviewees, and the overall strategy for any facilitated sessions.
- Once the Technical Authority approves the engagement plan, the Contractor, in accordance with the engagement plan, will then proceed to generate high-level change options for each CNSC program (programs



are as defined in the CNSC's Departmental Plan). The output of this task is expected to be a prioritized list of potential options for change for each of the CNSC's 6 programs. These programs are described in the CNSC's Departmental Plan submitted to Parliament annually and is publicly available online (a link is included in Section 8). The 6 programs are, by name:

- i. Nuclear Reactor Regulation (Power and Non-Power)
- ii. Nuclear Fuel Cycle Facilities
- iii. Nuclear Substances and Prescribed Equipment
- iv. Nuclear Non-Proliferation
- v. Scientific, Regulatory and Public Information
- vi. Internal Services.

Using the Contractor's proposed methodology, options for change are to be generated for each program. It is desirable that these reflect possible cost reductions totalling at least 25% of the current level of expenditure. Options that consider possible growth or reinvestment in the program by the CNSC may also be included.

A critical aspect of the review is that these options have the agreement of CNSC's Senior Executives. The Contractor must work with the Technical Authority as needed to secure Senior Executive agreement with the list of options as well as the general priority in which each option is to be "fleshed out" or developed. The purpose of prioritization is to ensure that options with the most impact or benefit are developed before lower/impact benefit ones to ensure Contractor time and effort is optimally spent.

**6.2 Options Development/Impact Analysis:** The Contractor must conduct and deliver an impact analysis of each of the proposed options identified under task 1, in the order of prioritization. This analysis should comprise:

- o A broad outline/description of the operation/concept of each option in practice.
- o A rough order of magnitude assessment of any potential change in costs and personnel resulting from implementation of each option.
- o Other potential benefits and drawbacks posed by each option. This must specifically include possible changes to regulatory risk tolerances that may be incurred if this option is selected.
- o A notional implementation strategy for each option if selected. This should include identification of any up-front costs (for example, technology-related costs) that may need to be incurred to implement the option.
- o An assessment of implementation risks, challenges and related considerations.
- o Consideration of possible synergies with other identified options.
- o A summary assessment of experience with this type of change by similar national or international organizations.
- o Identification of any sub-options or alternatives that may need to be further explored.

Once the impact analysis is completed for each identified option (as prioritized within the available funds), the Contractor must prepare a summary report and present the results to the CNSC's Senior Executives. The summary report must provide the relevant details for each option, as well as an overall assessment. This summary must outline the likely magnitude of changes, where cross impacts may be encountered, and the risks identified.

### **6.3 Optional Tasks**

The Following tasks are to be carried out as and when requested and subject to the issuance of a Task Authorization as described in the Contract:

6.3.1 Each program and functional authority in the CNSC will be asked to complete a self-evaluation questionnaire as part of the review. There may be a need for the Contractor to independently conduct all or parts of a specific program's questionnaire on a 'when and as required' basis as determined by the Technical Authority. The scope, estimated cost, schedule and deliverables of each task is to be determined before work proceeds.

6.3.2 The Technical Authority may identify specific topics or issues that emerge from other components of Project ATHENA. The Contractor may be asked to conduct specific in-depth analyses or develop options related



to these issues in subsequent phases of Project ATHENA. The scope, estimated cost, schedule and deliverables of each task is to be determined before work proceeds.

## 7.0 DELIVERABLES

Task	Deliverable	Requirement
N/A	Start Up Meeting	Within one week after contract award
6.1 a	Engagement Plan	Three weeks after contract award
6.1 b	Prioritized List of Options	2 months after contract award
6.2	Summary Impact Assessment	6 months after contract award
6.3.1	Independent Program Reviews	As determined by the project Technical Authority
6.3.2	Special Reviews	As determined by the project Technical Authority

All deliverables shall be submitted electronically to the project Technical Authority in a format readable by Microsoft Word 2010 with minor formatting changes. Font Times New Roman 12pt is to be used. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the contractor for correction.

The CNSC reserves the right to distribute the final report publicly at its discretion. The CNSC will provide translation, report covers and publication numbers for the final report.

## 8.0 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT

The Contractor shall be provided with copies of:

- The 2018/19 Departmental Plan and Departmental Results Report (<https://www.nuclearsafety.gc.ca/eng/resources/publications/reports/rpp/index.cfm> and <https://www.nuclearsafety.gc.ca/eng/resources/publications/reports/departmental/index.cfm>)
- The 2018/19 Annual Report (<https://www.nuclearsafety.gc.ca/eng/resources/publications/reports/annual-reports/index.cfm>)
- The Project ATHENA Charter (edocs 5904189)

Other information will be identified based on the needs of each task.

The Contractor will be provided with access to the CNSC network for 2 persons as needed for the duration of the contract. Cubicle/office space may be provided at the discretion of the Project Authority in accordance with any current and applicable workplace regulations.

## 9.0 CONSTRAINTS

The Contractor may be required to access classified information up to the level of RELIABILITY. Access to CNSC offices (280 Slater St. / 410 Laurier Ave) and workstations will be granted, if appropriate, on an as-needed basis for the contractor to access this information in accordance with the appropriate physical/social distancing measures applicable on the CNSC premises. CNSC will provide the necessary IT equipment to access classified information. The workstation and IT equipment provided will not be connected to CNSC networks.

## 10.0 LANGUAGE OF WORK

The work will be conducted in English. All Contractor resources must be fluent in English. All deliverables must be submitted in English.



## **11.0 TRAVEL**

No requirement for Contractor travel is anticipated.

## **12.0 LOCATION OF WORK**

The Contractor can primarily perform the Work remotely at the Contractor's own premises, when access to classified information is not required. The Contractor must be able to conduct and facilitate meetings with CNSC staff and executives using virtual meeting tools such as WebEx or Zoom. Once workplace restrictions in place due to COVID-19 are lifted, the Contract may conduct meetings in-person at CNSC offices as needed.



## ANNEX B - BASIS OF PAYMENT

### A. Contract Period - From December 1, 2020 to November 30, 2021 (est.)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

#### 1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource	Name	All Inclusive Fixed Hourly Rate
Consultant #1 – Corporate Management Experience	_____	\$ _____
Consultant #2 – Nuclear/Regulatory Experience	_____	\$ _____
Supporting Staff	N/A	\$ _____

Total Estimated Cost of Professional Fees: \$ \_\_\_\_\_ (insert amount at contract award)

#### 2.0 Total Estimated Cost- Contract Period: \$ \_\_\_\_\_ (insert amount at contract award)

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.

### B. Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

#### B.1. Extended Contract Period 1 - From December 1, 2021 to November 30 2022 (est.)

##### 1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource	Name	All Inclusive Fixed Hourly Rate
Consultant #1 – Corporate Management Experience	_____	\$ _____
Consultant #2 – Nuclear/Regulatory Experience	_____	\$ _____



Supporting Staff	N/A	\$ _____
------------------	-----	----------

Total Estimated Cost of Professional Fees: \$ \_\_\_\_\_ (insert amount at contract award)

**2.0 Total Estimated Cost- Extended Contract Period 1: \$ \_\_\_\_\_ (insert amount at contract award)**

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.

**B-2 Extended Contract Period 2 (est. From December 1, 2022 to November 30, 2023)**

**1.0 Professional Fees**

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource	Name	All Inclusive Fixed Hourly Rate
Consultant #1 – Corporate Management Experience	_____	\$ _____
Consultant #2 – Nuclear/Regulatory Experience	_____	\$ _____
Supporting Staff	N/A	\$ _____

Total Estimated Cost of Professional Fees: \$ \_\_\_\_\_ (insert amount at contract award)

**2.0 Total Estimated Cost- Extended Contract Period 2: \$ \_\_\_\_\_ (insert amount at contract award)**

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.



## ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5000049497
Security Classification / Classification de sécurité

### 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 Canadian Nuclear Safety Commission	2. Branch or Directorate / Direction générale ou Direction Regulatory Affairs Branch	
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 The Canadian Nuclear Safety Commission (CNSC) requires the services of an experienced management-consulting firm to develop options for transformative change in the design and delivery of its regulatory oversight, management, administrative and internal services programs and functions (Project Athena).		
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"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" 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





Government of Canada

Gouvernement du Canada

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**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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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

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Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat 5000049497
Security Classification / Classification de sécurité

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



## ANNEX D - TASK AUTHORIZATION FORM

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



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