



RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to: solicitation-demandedesoumission@cncs-ccsn.gc.ca

BID SOLICITATION

Proposal to: Canadian Nuclear Safety Commission (CNSC)

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

Instructions: See herein

Supplier name and address:

Issuing office: CNSC

Title: Communicating Risks to the Public Training	
Solicitation no.: 5000061702	Date: January 28, 2022
Solicitation closes: At 2 p.m. / 14 h March 10, 2022	
Time zone: Eastern Standard Time (EST)	
Address inquiries to: Luc Bonhomme	
Telephone: 613-293-0419	
Email: solicitation-demandedesoumission@cncs-ccsn.gc.ca	
Destination: See herein	
Supplier name and address:	
Telephone:	
Fax:	
Name and title of person authorized to sign on behalf of supplier (type or print):	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, evaluation criteria and the Security Requirements Checklist,.

1.2 Summary

The Canadian Nuclear Safety Commission (CNSC) requires the services of an external training provider to facilitate a Risk Communications course, to be delivered 2-6 times annually, on an as and when requested basis. This service is to be provided in the National Capital Region (NCR).

1.3 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

1.4 Debriefings

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

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.



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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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. The following changes are made:

- a) With the exception of sections 01 and 03 of the 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements, all references to Public Works and Government Services (PWGSC) should be deleted and replaced with the Canadian Nuclear Safety Commission (CNSC).
- b) Revise subsection 2.d. of section 05, Submission of Bids, to read:
“send its bid only to the CNSC as specified on page 1 of the bid solicitation”.
- c) Revise subsection 4 of section 5, Submission of Bids, as follows:

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

Conflict of Interest – Performance of the Work
 4. 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.
 5. Bidders must address in detail, in their submitted bids, any real, potential or apparent conflict(s) of interest they may encounter while performing the work, and must substantiate which measures they are taking to prevent the conflict(s). If in doubt about a particular situation, bidders may contact the Contracting Authority before bid closing. The CNSC reserves the right to reject any bids in which a real, potential or apparent conflict of interest exists.
- g) Delete subsection 2 of section 20, Further Information, in its entirety.



2.2 Submission of Bids

- 2.2.1 Bids must be submitted only to the CNSC by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to CNSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada’s request and meet the requirement within the prescribed time frame will render the bid non-responsive. Refer to Section 5 for certification.

2.4 Enquiries - Bid Solicitation

All inquiries must be submitted in writing to the contracting authority no later than the dates indicated in the table below. Inquiries received after that time may not be answered.

Question Period (QP)	Closing Date of QP	Expected Response Date
QP-1	February 4, 2022	February 11, 2022
QP-2	February 18, 2022	February 25, 2022

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada’s [Buy and Sell](#) website, under the heading “[Bid Challenge and Recourse Mechanisms](#)” contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)



- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically by email, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders should provide their bid in a single transmission, subject to a 15MB limitation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) letter format;
- (b) use a numbering system that corresponds to the bid solicitation.

3.1.1 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 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.

3.1.2 Section II: Financial Bid

- a) Bidders must submit their financial bids **in Canadian dollars**, in accordance with the pricing schedule detailed in Attachment 1 to Part 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Bidders must also reference Annex B, Basis of Payment, when preparing their financial bids.

3.1.3 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



ANNEX 1 to PART 3 OF THE BID SOLICITATION – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all inclusive firm price per training session.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Part 7, Resulting Contract Clauses, of this bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the [National Capital Act](#), R.S.C. 1985, c. N-4, S.2.
- b. travel between the successful bidder's place of business and the NCR; and
- c. the relocation of resources

To satisfy the terms of any resulting contract, these expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

	Service	All-inclusive Firm Price
Initial Contract Period		
A	Virtual Training Sessions	\$
B	In-class Training Sessions	\$
Option Period 1		
C	Virtual Training Sessions	\$
D	In-class Training Sessions	\$
Option Period 2		
E	Virtual Training Sessions	\$
F	In-class Training Sessions	\$
Total (sum of A to F) excluding taxes (This total will be used for the financial evaluation)		\$



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 45 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of selection – Highest combined rating technical merit (60%) and price (40%)

	Bidder 1	Bidder 2	Bidder 3	
Overall technical score	115/135	89/135	92/135	
Bid evaluated price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical merit score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined rating	83.84	75.56	80.89	
overall rating	1st	3rd	2nd	



ATTACHMENT 1 to PART 4 – EVALUATION CRITERIA

The Technical Evaluation of the proposals will be performed in two phases as follows:

Evaluation Phase 1: Mandatory Technical Criteria

The mandatory criteria will be evaluated on a “Met/Not Met” (i.e. compliant/non-compliant) basis. Bids must demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

Evaluation Phase 2: Point Rated Technical Criteria

The Bidder must obtain the required minimum number of points specified for the point rated technical criteria.

Overall Maximum Points Available	45
Overall Minimum Points Required	30

In their curriculum vitae, each resource should indicate:

- a. A list of current and past employers, indicating the supervisor’s name and contact information
- b. The resource’s primary language (mother tongue)

For each of the mandatory and point rated requirements listed below, the Bidder **must demonstrate** experience by using project descriptions as executed by the proposed resources, where applicable. For each referenced training session or risk communication advisory service session project, the Bidder should include the following information in their response:

- a. Project Title
- b. Nature and scope of the training or coaching session, including a description of the target audience and learning objectives; or the nature and scope of the advisory service;
- c. Specific role and responsibilities of the proposed resource;
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)
- f. The Bidder must provide concrete and detailed examples to clearly demonstrate how the experience requirements were met, merely stating you have the experience will not qualify;
- g. Reference contact information that includes name and email. The reference must be a person who was either the Project or Technical Authority, or the supervisor or employer of the resource, if an employee.

Indicate the location in your proposal where the requested information can be found for both the mandatory and point rated requirements.

Merely stating the experience is not sufficient and the proposal will be deemed non-compliant.

Example: If the mandatory and point rated criteria demands experience in gathering, analyzing and validating findings, it is not sufficient just to state the resource has experience gathering, analyzing and validating findings. The experience must be demonstrated, and a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s) from any of the listed projects to verify and validate the information stated in the bid. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.

Definitions

A. Experience Time frame

All experiences timeframes provided for evaluation is experience gained by bid closing date. Any experience described after bid is closed will not count towards experience.

1. Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

No.	Mandatory Criteria	Met/Not Met	Bidder's Cross Reference in the Proposal
M1	The bidder's proposed resource must have experience, within the past five (5) years, providing risk communication advisory services a minimum of fifteen (15) times to a senior executive (Director General and above) of federal, provincial or municipal government departments or agencies; to a vice-president or above of medium to large private or not-for-profit organizations (100 or more employees).		
M2	The bidder's proposed resource must have experience within the past five (5) years, providing a minimum of fifteen (15) training sessions to federal, provincial or municipal government departments or agencies; or to private sector or not-for-profit organizations. The sessions must have included learner focused, participative methodology, and present best practices and advice on how best to communicate risk to the public.		
M3	The bidder's proposed resource must have a college certificate or diploma or a university degree in a related field such as, but not limited to, communications, political science or public administration. Proof of education should be provided with the bid or must be provided to the Contracting Authority upon request.		



2. Point Rated Criteria

No.	Point Rated Criteria	Points to be assigned based on the following	Maximum Points	Bidder's Score	Bidder's Cross Reference in the Proposal
R1	The bidder should demonstrate that its proposed resource has provided risk communication advisory services, above the minimum found in M1, within the past five years (5), to senior executive (Director General and above) of government departments or agencies; or at vice-president or above of medium to large private or not-for-profit organizations (200 or more employees).	15 projects or less = 0 points 16 up to 18 projects = 5 points 18 up to 22 projects = 10 points 22 up to 27 projects = 15 points 27 up to 30 projects = 20 points	20		
R2	The bidder should demonstrate that its proposed resource has provided , training sessions, above the minimum found in M2, within the last five (5) years, to federal, provincial or municipal government departments or agencies; or to private sector or not-for-profit organizations. The sessions must have included learner focused, participative methodology, and present best practices and advice on how best to communicate risk to the public.	15 projects or less = 0 points 16 up to 18 projects = 5 points 18 up to 22 projects = 10 points 22 up to 27 projects = 15 points 27 up to 30 projects = 20 points	20		
R3	The bidder should demonstrate that its proposed resource has experience providing risk communication advisory services or risk communication training, or a combination of both, to science based organizations, whether it was a federal, provincial or municipal government department or agency; or to a private sector or not-for-profit organization.	1 up to 3 projects = 1 points 3 up to 6 projects = 2 points 6 up to 8 projects = 3points 8 up to 10 projects = 5 points	5		
Total Score CR1 to CR4		Minimum pass mark 30/45	/45		



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made



knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 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.



5.2.3 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.

5.2.4 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes No

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive



disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes No

If so, the Bidder must provide the following information:

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

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this requirement. Refer to Article 7.3 for constraints.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2 Task Authorization Process

1. The Contracting Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Contracting Authority, within two (2) business days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority have been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2035 \(2021-12-02\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract. However:

1. The Contractor and/or its personnel **MUST NOT** have access to PROTECTED and/or CLASSIFIED information or assets.
2. The Contractor and/or its personnel **MUST NOT** have unescorted access to Canadian Nuclear Safety Commission facilities and/or restricted access areas.



7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of the Contract award to _____ *(to be completed at contract award)*, 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 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

(to be completed at contract award)

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Telephone: ____-____-_____
E-mail: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Telephone: ____-____-_____
E-mail: _____

(as applicable)

In its absence, the Project Authority is:

*Name: _____
Title: _____
Telephone: ____-____-_____
E-mail: _____*

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

Name: _____
Title: _____
Telephone: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid an all-inclusive firm unit prices, as specified 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, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Terms of Payment – Multiple Payments

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

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

7.7.3 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

7.8 Invoicing Instructions

- 7.8.1 Invoices must be emailed to finance@cnsccsn.gc.ca



7.8.2 Original receipts are required for reimbursable travel expenses if these expenses are included in the basis of payment found in Annex B attached to this contract. The Contractor must identify the actual travel costs separately on any invoice issued pursuant to the Contract. Travel costs must be itemized by: airfare, train, car rental, personal vehicle, other transportation, accommodation, meals and other. Incidentals are not reimbursable.

7.8.3 The Contractor must clearly indicate the contract number (3000xxxxxx) and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.

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

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2021-12-02) - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

7.12 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



7.13 Insurance

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

7.14 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (a) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (b) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (c) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A - STATEMENT OF WORK

1.0 Procurement of “Risk Communications” Training Sessions

2.0 OBJECTIVE OF THE CONTRACT

The Canadian Nuclear Safety Commission (CNSC) requires the services of an external training provider to facilitate a Risk Communications course, to be delivered 2-6 times annually, on an as and when requested basis.

As a result of this training, participants will be better equipped to handle complex issues where the risk of miscommunication or misinterpretation is high. Learners will be able to communicate in a manner that is understandable to a wide-ranging audience, including civil society groups, special interest and/or community groups, Indigenous People, and the general public.

3.0 BACKGROUND

A component of the CNSC mandate is to disseminate objective scientific, technical and regulatory information to the public. The ability for CNSC staff to communicate and discuss risk clearly and effectively is a priority for the organization.

This training is offered to CNSC employees who communicate in or on a public forum – such as town hall or community meetings with Indigenous Peoples or the public, focus groups, meetings and formal hearings, media briefings and interviews, discussions or written correspondence with individual members of the public, or content for the web and social media. There is a need for outreach and engagement planning, issues management and a well-developed interpersonal communication skill set. Training to better communicate with members of the public or Indigenous Peoples who may be anxious about the possibility of risk to themselves and their families will help CNSC staff engage individuals and community groups in discussion on risk issues while setting up the building blocks for trust with the risk consultation process.

Note- CNSC’s Strategic Communications Directorate manages media inquiries, internal and external web pages, and social media presence. While Communication Advisors may participate in this training, the target audience is those with technical expertise, inspectors, regulatory program administrators, and others that interact with the public.

4.0 SCOPE OF WORK

Communicating Risk to the Public Training – 7.5 hours of course content to be delivered either virtually or in-class. During the COVID-19 pandemic, training sessions will be done virtually using either Zoom or MS Team. Virtual session will be completed in 2.5 hour segments over a 3-day period, with up to up to 25 participants per session. In post-pandemic, session may be provided in-class in the National Capital Region (NCR), with a maximum of 20 participants. Session may also be virtual for participants outside the NCR.

As a result of the communicating risk training, participants will be able to:

- Define the term “risk communication”
- Identify the key messages and objectives of their presentation and/or correspondence
- Identify the concerns and issues that community members and other stakeholders are facing
- Identify actions that build or lose trust and credibility
- Develop effective messages
- Deliver technical messages in a clear and simple manner
- Implement effective two-way communication
- Develop their skill for fielding difficult questions and handling confrontation
- Address security concerns
- Understand the basics for communicating while in the throes of a crisis
- Identify opportunities, best practices and also challenges associated with communicating information



about risk via social media platforms

5.0 TASKS

The contractor must:

1. Provide the course outline, a sample of content, and a lesson plan for a practical risk-related exercise.
2. Participate in a start-up meeting
3. Participate in a follow-up meeting.
4. Provide electronic training materials (in English) to the CNSC at least two weeks in advance of virtual training. Printed materials are to be supplied by the Contractor once we return to in-class training.
5. Potentially adapt some course exercises based on participant feedback.
6. Deliver interactive course to CNSC employees across Canada in English, up to 20 students per course for virtual sessions; and up to 20 students for in-class sessions. The facilitator must have the capacity to be able to answer questions in both official languages, English and French. The Contractor must provide the option for Francophone learners to follow the session in a French manual:
 - a. Utilize a certain amount of flexibility during the workshops with regard to instructional methods and content to adequately adjust to the skill level of the participant group.
 - b. Supply all appropriate course materials including participant manual, training materials, and learning aids that can be used as a refresher to the key points after the training. Provide learners with the option to receive materials in English or French. Electronic copies of the training material must be provided for virtual sessions; paper copies for the in-class sessions
 - c. Incorporate adult learning principles in the design (e.g. interactive learning activities, minimal use of PowerPoint).
 - d. Develop a pre-course questionnaire for each course to identify the key challenges of the learners and be responsible for ensuring that the questionnaire is distributed at least two weeks prior to the course. Adapt the content of the course to address those challenges.
 - e. Have learners complete an evaluation form and summarize the content after each course delivery with recommendations for adjusting the course content as required.
 - f. Log-in a minimum of 15 minutes prior to start of the course, for virtual sessions.
 - g. Manage the presentation and technical aspects of virtual delivery during the session, where applicable.
 - h. The facilitator(s) should remain after the session for up to 20 minutes to answer questions, as required.

7.0 DELIVERABLES and ASSOCIATED SCHEDULE

The contractor must:

1. Start-up meeting (1 meeting depending on requirement)

Date: To be determined

Location: Virtual meeting via Zoom or MS Teams

Purpose: To discuss and clarify the proposed approach, work plan and schedule to ensure achievement of the contract objectives.

2. Provide a course outline and sample of content with their submission, as well as 2 ideas for a radiation risk case study or exercise in MS Office formats.
3. Follow-up meeting



Date: To be determined

Location: Virtual meeting via Zoom or MS Teams

Purpose: To review the course content and materials in both French and English, as required.

4. Participate in Dry-Run session

Date: @Two weeks in advance of the first scheduled virtual session

Location: Virtual meeting via Zoom or MS Teams

Purpose: To test technology and accessibility, and confirm how technical aspects of the training will be handled during the session, etc.

5. Facilitate the course virtually, via Zoom Pro, MS Teams, or Adobe Connect. Content is to be delivered virtually in 2.5 hour segments over 3 days; ideally in the afternoon from 1:00-3:30 p.m. Eastern Time, to accommodate different time zones. In-class training should run from 8:30 a.m.-4:00 p.m., and be held at the CNSC's headquarters in Ottawa.
6. Provide course material and documentation in standard MS Office formats at least 2 weeks prior to the scheduled date.
7. Provide hardcopy (printed) training material to course participants and the contract manager on the first day that in-class training is offered, if applicable post-pandemic.

8.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The Client can provide access to a Zoom Pro account, or MS Teams, if applicable. The vendor will utilize their own PC, and headset with microphone; which is pre-tested to ensure audibility. The CNSC will register participants, and schedule the dry-run session.

9.0 LANGUAGE OF WORK

Course facilitation must be delivered in English. The facilitator must have the capacity to be able to answer questions in both official languages, English and French. Course materials must be available in either English or French. The CNSC will confirm the number of printed manuals required in French in advance of the session.

10.0 TRAVEL REQUIREMENTS

There are no travel requirements associated with this contract.

11.0 LOCATION OF WORK

Virtual training delivery to participants who are located across Canada and during the pandemic. In-class training will be in the NCR presumably at 280 Slater St, or within close proximity to said location, post-pandemic.



ANNEX “B” - BASIS OF PAYMENT

1.0 Basis of Payment – All-inclusive Firm Price – Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid an all-inclusive firm price, indicated in the table below and as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Initial Contract Period *(to be completed at contract award)*

Service	All-inclusive Firm Price
Virtual Training Sessions	\$
In-class Training Sessions	\$

Option Period 1, if exercised

Service	All-inclusive Firm Price
Virtual Training Sessions	\$
In-class Training Sessions	\$

Option Period 2, if exercised

Service	All-inclusive Firm Price
Virtual Training Sessions	\$
In-class Training Sessions	\$



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

2.0 Limitation of Expenditure – Cumulative Total of All Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ *(to be completed at contract award)* . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3.0 Travel and Living Expenses and Other Direct Expenses

The CNSC will not cover any travel and living expenses, nor any other direct expenses.



ANNEX C – TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:			Contract Number:	
Requisition Number:				
Task Number: TA-00x			Date:	
TA Request				
1. Description of Work to be Performed <p>Communicating Risks to the Public training, to be provided virtually, as outlined in the SOW of the Contract</p> <p>Or</p> <p>Communicating Risks to the Public training, to be provided in-class, as outlined in the SOW of the Contract</p>				
2. PERIOD OF SERVICES estimated:		From:		To:
3. Work Location		Virtually or In the NCR at 280 Slater, Ottawa		
4. Other Conditions /Restrains		As per the contract		
5. Basis of Payment		<input checked="" type="checkbox"/> Limitation of Expenditure <input checked="" type="checkbox"/> All-inclusive Firm Price		
6. Method of Payment		Single for the TA		
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
NONE. Contractor resource must be escorted at all times when on CNSC premises				
8. Language (if applicable) <input type="checkbox"/> Bilingual (French & English) <input type="checkbox"/> French <input type="checkbox"/> English				
TA Proposal				
9. Estimated Cost Contract				
Service				All-inclusive Firm Price
Virtual Training Session				\$
OR				
In-class Training Session				\$
			Total	\$
			HST	\$
			Grand Total	\$

TA Approval	
10. Signing Authorities	



Contractor's Representative	Signature	Date
Project Authority CNSC	Signature	Date
Contracting Authority CNSC	Signature	Date
11. Basis of Payment & Invoicing		
In Accordance with the article entitled "Basis of Payment" in the Contract.		
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.		