

RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Send by email to: solicitation-

demandedesoumission@cnsc-ccsn.gc.ca

Bid solicitation

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.

Proposal to: Canadian Nuclear Safety Commission (CNSC)

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

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

- 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. By submitting a bid, the Bidder confirms that it accepts all the terms and conditions set out in the resulting contract clauses included in this bid solicitation, should it be awarded a contract.

Instructions: See herein

Title: 5000073444 Fall Arrest	Training Contract under CSSP
Solicitation no.: 5000073444	Date:
File No. – N° de dossier:	L
Solicitation closes: At 2 p.m. / 14 h July 21, 2023	Time zone: Eastern Daylight Time (EDT)
Address inquiries to: The CNSC Procurement Divis	ion
Telephone:	Fax: 613-995-5086
Email: solicitation-demanded	
Destination: See herein Delivery required:	Delivery offered:
Supplier name and address:	
Telephone: Fax:	
Name and title of person aut or print):	horized to sign on behalf of supplier (type
Signature	Date

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





Bid Solicitation

For the Provision of

Fall Arrest Training Contract under Canadian Safeguards Support Program (CSSP)





TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

- 1.1 Security Requirement
- 1.2 Statement of Work
- 1.3 Debriefings

PART 2 – BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries Bid Solicitation
- 2.5 Applicable Laws

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Attachment 1 to Part 3 (Pricing Schedule)

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

Attachment 1 to Part 4 (Mandatory Technical Criteria and Point-Rated Technical Criteria)

PART 5 – CERTIFICATIONS

- 5.4 Certifications Required with the Bid
- 5.5 Certifications Precedent to Contract Award

PART 6 – RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Statement of Work
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Proactive Disclosure of Contracts with Former Public Servants
- 6.7 Payment
- 6.8 Invoicing Instructions
- 6.9 Certifications
- 6.10 Applicable Laws 6.11 Priority of Documents
- 6.14 Dispute Resolution





Annexes:

 $\begin{array}{l} Annex \ A-Statement \ of \ Work \\ Annex \ B-Basis \ of \ Payment \end{array}$





This bid solicitation is divided into six 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, if applicable, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 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

The Annexes include:

ANNEX A - STATEMENT OF WORK ANNEX B – BASIS OF PAYMENT

1.2 **Summary**

- This bid solicitation is being issued to satisfy the requirement of the Canadian Nuclear Safety Commission (the "Client") for the provision of Arrest Training Contract under the Canadian Safeguards Support Program (CSSP) in the Fall.
- It is intended to result in the award of one contract for three years.
- The requirement is not subject to the trade agreements.

1.3 **Debriefings**

After a contract is awarded, 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 of 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:



- a. Provide the Bidder with feedback on their proposal and the solicitation process;
- b. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
- c. 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 Bid Challenge and Recourse Mechanisms

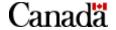
- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading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

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 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions incorporated by reference in the bid solicitation (number, date and title) are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<u>buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by PWGSC. All of the clauses of this document are legally binding on the parties.
- 2.1.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.1.3 The 2003 (2022-03-29) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- 2.1.4 With the exception of sections 1 and 3 of the 2003 (2022-03-29) Standard Instructions Goods or Services Competitive Requirements all references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Canadian Nuclear Safety Commission (CNSC). Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Canadian Nuclear Safety Commission.
- 2.1.5 Standard Instructions <u>2003</u> (2022-03-29), Goods or Services Competitive Requirements, are further modified with the following:
- a. Section 5-Submission of Bids, Subsection 4, is amended as follows:





Delete: sixty (60) days

Insert: 180 consecutive days

b. Section 6- Late Bids, is amended as follows:

Delete: The content in its entirety.

Insert: For bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of late bids submitted.

c. Section 7 Delayed Bids, Subsection 1 and Subsection 3, are amended as follows:

Delete: The Subsections in their entirety.

d. Section 8 Transmission by Facsimile or by epost Connect, is amended as follows:

Delete: The Section in its entirety.

e. Section 18 Conflict of Interest Unfair Advantage, is amended as follows:

Insert:

- 4. The Canadian Nuclear Safety Commission (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, bids to review previous work contributed by the bidder on behalf of a CNSC licensee, and bids to make recommendations affecting the CNSC licensing decisions in which the bidder has a financial or nonfinancial 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.
- f. Section 20- Further Information, Subsection 2, is amended as follows:

Delete: The Subsection in its entirety.

All other provisions remain in effect. If there is a conflict between the provisions of Standard Instructions 2003 (2022-03-29), Goods or Services - Competitive Requirements, and this document, this document prevails.

2.2 Submission of Bids



- a. Bids must be submitted only to CNSC e-mail address: <u>solicitation-demandedesoumission@cnsc-ccsn.gc.ca</u> 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. 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 <u>Part 5 – Certifications</u>, for certification required with the bid and section <u>6.6 of Part 6 – Resulting Contract</u> Clauses.

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

- 2.4.1 All inquiries must be submitted in writing to the contracting authority no later than **five (5) calendar days** before the bid closing date. Inquiries received after that time may not be answered.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the inquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CNSC to provide an accurate answer. Technical inquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CNSC determines that the inquiry is not of a proprietary nature. The CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the inquiry can be answered with copies to all bidders. Inquiries not submitted in a form that can be distributed to all bidders may not be answered by the CNSC.

2.5 Applicable Laws

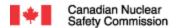
2.5.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation





could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 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

- 3.1.1 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)

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.

- 3.1.2 **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 electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

3.2 Section I: Technical Bid

- 3.2.1 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.
- 3.2.2 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.



- 3.2.3 <u>Part 4, Evaluation Procedures,</u> 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 prices/rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3.4 Section III: Certifications

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



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

3.1 Financial Bid

The Bidder should complete this pricing schedule table below 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 firm all-inclusive hourly rate (in Cdn \$) for each of the Resource Categories identified.

3.2 Travel and Living Expenses

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- i. all travel and living expenses for work 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. The National Capital Act is available on the Justice Website: http://laws-lois.justice.gc.ca/eng/acts/N-4/;
- ii. any travel expenses for travel between the Contractor's place of business and the NCR; and
- iii. any travel and living expenses for 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.

3.3 All Costs to be Included

The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods if applicable. Resources will not be compensated for their travel while they are in Vienna. Consequently, Bidders are encouraged to build their "on-site" traveling costs into the all-inclusive rates of the deliverables. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.4 Blank Prices

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

3.5 Exchange Rate

C3011T (2013-11-06), Exchange Rate Fluctuation

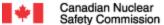
3.6 Electronic Payment of Invoices - Bid

Canada requests that Bidders:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their bid.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.





Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International)

Option 2:

() The Bidder does not accept to be paid by Electronic Payment Instruments.

3.7 Calculation of Evaluated Total Bid Price

The evaluated bid price will be determined for each Bidder by adding its firm all-inclusive rates (CAD), Applicable Taxes excluded, for each of the periods identified.

Deliverable	Estimated number of sessions per trip	Firm all-inclusive price per session	Estimated total
Delivery of Trainings - Year 1& completion of Ontario Ministry of Labour Paperwork	2	\$	\$
Delivery of Trainings - Year 2 & completion of Ontario Ministry of Labour Paperwork	2	\$	\$
Delivery of Trainings -Year 3 & completion of Ontario Ministry of Labour Paperwork	2	\$	\$
	Total bid evaluation price (Applicable Taxes are extra).	\$	\$



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

a) Mandatory technical criteria

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

b) Point-Rated technical criteria

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

4.1.2 Financial Evaluation

Refer to 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

Basis of Selection – Highest Combined Rating of Technical (60%) and Price (40%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.
- 2. Bids 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 percent for the technical merit and 40 percent for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 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.

<u>The table below illustrates an example</u> 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 equal 135 and the lowest evaluated price of \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall technic	cal 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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	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 Procedures

Evaluation Disclaimer

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

Commission canadienne

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 /15 / 15 Overall Minimum Points Required

In their curriculum vitae, each resource should indicate:

- A list of current and past employers, indicating the supervisor's name and contact information
- 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. The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the 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)
- 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 experience 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

No.	MANDATORY TECHNICAL CRITERIA	BID PREPARATION INSTRUCTIONS	MET/NOT	BIDDER'S CROSS-
			MET	REFERENCE IN THE
				PROPOSAL
M1	The bidder must have a working at heights training program that is approved by the Chief Prevention Officer (CPO) of Ontario at bid closing. Bidder must be listed as approved on the following website: https://www.labour.gov.on.ca/english/hs/wah_providers.php	At a minimum, the Bidder must identify under which association the proposed resource is registered.		

2.0 Point-Rated Technical Criteria

No	POINT RATED TECHNICAL CRITERIA	BID PREPARATION INSTRUCTIONS	SCORING	BIDDER'S CROSS- REFERENCE IN THE PROPOSAL
R1	The bidder should demonstrate that the proposed training resource has experience in delivering a CPO-approved working at heights training program.	The Bidder must submit a detailed CV for the training resource, which outlines their experience.	Fifteen (15) Points Maximum 15 points – 20 or more workshops 10 points – 12 to 19 workshops 5 points – 5 to11 workshops 0 points – Fewer than 5 workshops	
	Total Available Points /15			
	Minimum Pass Mark: 5/15			





PART 5 – CERTIFICATIONS

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

The certifications provided by the bidders to the CNSC are subject to verification by CNSC at all times. CNSC will declare a bid non-responsive or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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.tpsgcpwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process

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-policyeng.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" available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (Federal Contractors Program (FCP) compliance assessment policy - Canada.ca).





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.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity -Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 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.
- 2. Furthermore, the bidder warrants that every individual proposed by the bidder for the requirement is capable of performing the work described in the resulting contract.

5.4 **Mandatory Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.5 Former Public Servant - Competitive Bid



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

5.5.1.2 **Definitions**

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

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

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

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

Former public servant in receipt of a pension

- Is the bidder a FPS in receipt of a pension as defined above? Yes () No ()
- Is the bidder or the bidder's employee a former CNSC/AECB (Atomic Energy Control Board) employee? Yes () No ()

If so, the bidder must provide the following information:

- name of former public servant a.
- 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Workforce Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? Yes () No ()

If so, the bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a

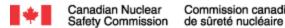
FPS who received a lump sum payment is \$5,000, including Applicable Taxes. Signature of Bidder's Authorized Representative **Date**



ATTACHMENT 1 TO PART 5 - RESOURCE CONSENT FORM

I,	, (insert resource name) herein certify that I am aware, have reviewed
the responses to the	e technical criteria and confirm the information is accurate and I have given
consent to	(insert Company's name), to submit my name in
response to the Bid	solicitation no. 5000073444 for the delivery of the new Fall Arrest Training Contract under CSSP.
	Signature and date





PART 6 – 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 and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 **Security Requirement**

There is no security requirement associated with the requirement.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled (to be inserted at contract award), dated (to be inserted at contract award).

6.3 Standard Clauses and Conditions (A0000C - 2012-07-16 - modified)

6.3.1 All clauses and conditions incorporated by reference in the contract (number, date and title) are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All of the clauses of this document are legally binding on the parties. The following changes are made:

Wherever "Public Works and Government Services Canada" or "Canada" appears in any of the standard clauses or the general or supplemental general conditions, replace with "Canadian Nuclear Safety Commission" (or "CNSC").

6.3.2 Annexes A and B form part of the legally binding agreement between the parties.

6.3.3 **General Conditions**

2035 (2022-12-01), General conditions: Higher Complexity - Services apply to and form part of the contract. The following change is made:

- a) Replace section 34 with the following:
 - i. The contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2) the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of Interest and Post-Employment Policy, the CNSC Directive on Reporting and Managing Financial Conflicts of Interest and/or all other codes of conduct applicable within specific federal organizations cannot derive any direct benefit resulting from the contract.
 - ii. Contractors, subcontractors, or any of their respective employees working full-time on CNSC premises must comply with the Values and Ethics Code for the Public Sector, the Treasury Board Policy on Conflict of Interest and Post- Employment, the CNSC Values and Ethics Code, the CNSC Conflict of



Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest.

- iii. Post-employment procedures apply to individuals who have left the public sector.
- iv. The CNSC Values and Ethics Code, CNSC Conflict of Interest and Post-Employment Policy and the CNSC Directive on Reporting and Managing Financial Conflicts of Interest can be found at http://www.nuclearsafety.gc.ca/eng/about-us/values-and-ethics/index.cfm

6.3.4 Supplemental General Conditions

6.3.4.1 Compliance with on-site measures, standing orders, policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

6.5 Term of Contract

6.5.1 Period of the Contract (A9022C – 2007-05-25)

The period of the contract is from date of contract to one year from date of contract (specific dates to be inserted at contract award).

6.5.2 **Optional Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex A (SOW) 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	(To insert date) by sending a
written notice to the Contractor.	

6.6 Authorities

6.6.1 **Contracting Authority**

(To be identified at contract award)

The contracting authority for the contract is:

Name:

Title:

Canadian Nuclear Safety Commission Corporate Services Branch P.O. Box 1046, Station B 280 Slater Street Ottawa, Ontario K1P 5S9





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Telephone:

Email:

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.

6.6.2 **Project Authority**

(To be identified at contract award)

The project authority for the contract is:

Name:

Title:

Canadian Nuclear Safety Commission P.O. Box 1046, Station B 280 Slater Street Ottawa, Ontario K1P 5S9 Canada

Telephone:

Email:

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

6.6.3 Contractor's Representative

(To be identified at contract award)

Name:

Title:

Telephone:

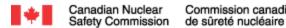
Fax:

Email:

6.7 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 <u>Public Service</u> <u>Superannuation Act</u>, R.C.S. 1985, c. P-36 pension, the contractor has agreed that this information will be reported on





departmental Web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

6.8 **Payment**

6.8.1 **Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B for a cost of \$ _____ (to be inserted at contract award). Customs duties are excluded, 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.

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

- 6.8.3.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 6.8.3.2 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.
- 6.8.3.3 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".

6.9 **Invoicing Instructions**

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" in the General Conditions.
- b. submitted electronically at: finance@cnsc-ccsn.gc.ca.
- c. The Contractor shall include the contract number and appropriate Applicable Taxes registration number on all invoices pertaining to the contract.
- d. The last and final invoice under the contract shall be clearly marked "final invoice".





6.10 **Certifications and Additional Information**

6.10.1 Instructions to Bidders/Contractors

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by the CNSC during the entire period of the Contract. If the contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the CNSC has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10.2 SACC Manual Clauses

G1005C (2006-01-28) - Insurance A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor) A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

6.11 **Applicable Laws**

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

6.12 **Priority of Documents**

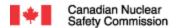
The following documents form part of the legally binding agreement between the parties. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears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

- the Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles (a) of Agreement
- (b) Supplemental general conditions under section 6.3.3 (section number may be revised at contract award)
- the General Conditions 2035 (2022-12-01)—General conditions: Higher Complexity Services (c)
- (d) Annex A, Statement of Work
- Annex B Basis of Payment (e)
- the contractor's bid dated (f)

6.13 **Third-Party Information**

- 6.13.1The contractor acknowledges that all third-party technical documents supplied for the purpose of this contract belong to the third party. The contractor shall return these technical documents to the originator upon completion of the contract.
- 6.13.2 The contractor acknowledges that proprietary third-party technical documents belong to the third party and shall be treated as confidential. No physical copies or digital records of technical documents shall be retained by the contractor after completion of the contract.
- 6.13.3 Upon completion of the contract, the contractor shall immediately return all proprietary technical documents to the originator and shall provide the CNSC with a certificate of a senior officer of the contractor certifying such return





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

6.14 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) 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.
- c) 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.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met. To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.16 No Responsibility to Pay for Work not performed due to Closure of Government Offices or Network Outages

- a. If applicable, where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b. If, as a result of any strike, lock-out or network outage, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises or its network and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises or network.



ANNEX A – STATEMENT OF WORK

1.0 <u>Title:</u> Fall Arrest Training Contract under the Canadian Safeguards Support Program (CSSP)

2.0 Background

International Atomic Energy Agency (IAEA) inspectors must meet the working at heights requirements of various nuclear facilities within Canada prior to performing certain safeguards activities. These requirements are not uniform across facilities. Due to the time required to complete multiple courses and the parallel limitations on inspector scheduling, the IAEA requested that the Canadian Nuclear Safety Commission (CNSC) support a streamlined approach to working at heights training.

The CNSC previously concluded that the best approach is to deliver the working at heights training in Vienna, Austria before the arrival of inspectors in Canada, an approach that has been followed for several years. CNSC is looking at a new approach moving forward, one that is similar in having an Ontario Ministry of Labour-approved working at heights training provider deliver their training program to IAEA inspectors in Vienna.

Based on previous experience, the IAEA typically requests that \sim 20-30 inspectors are provided training in a given year. Due to the Ontario Ministry of Labour's requirement that only 12 inspectors can be trained in a single course, this results in the need to deliver two to three separate days of training.

3.0 Objectives

Upon successful completion of the course, IAEA inspectors will receive a card issued by the Ontario Ministry of Labour to demonstrate that they have successfully completed working at heights training. This will preclude IAEA inspectors from having to repeat this training at all Ontario Power Generation (OPG) sites, Bruce Power, and Chalk River Laboratories.

4.0 Scope of Work

The working at heights training provider will prepare for and deliver their Ontario Ministry of Labour-approved working at heights training program each fiscal year to 20-30 course participants over two to three sessions. It is expected that two to three sessions comprising of two or three days of training, respectively, would be delivered in a given fiscal year (April to March) for the next three fiscal years. Additionally, they will complete the subsequent paperwork to ensure that inspectors that pass the course receive their Ontario Ministry of Labour-issued card in addition to the temporary card issued at the time of the delivery of training.

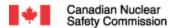
5.0 <u>Tasks to be Performed</u>

Preparing for the delivery of the working at heights training:

- Preparing materials
- Coordinating with IAEA stakeholders on logistical elements for facility access.
- Booking and completing travel plans to ensure prompt arrival and departure
- Ensuring their material is on-site when they need it

The contractor will deliver two to three sessions comprised of two to three days of training, respectively, in Vienna per year. The delivery of the working at heights training will include:





• Delivering their Ontario Ministry of Labour-approved course (https://www.labour.gov.on.ca/english/hs/wah providers.php)

Conducting subsequent tasks:

- Filling out all paperwork that is required to ensure that the Ontario Ministry of Labour-issued cards are then sent to those who passed the working at heights course
- Issuing temporary cards to participants indicating they have passed the working at heights course
- Sending a list of participants via email to the Project Authority for informational purposes

6.0 Deliverables

6.1 Delivery of Training

Date: November 2023 & TBD

Location: Vienna International Centre, Vienna, Austria

Purpose: To deliver the Ontario Ministry of Labour-approved working at heights training program for

up to 12 IAEA inspections per session/day.

6.2 Completion of paperwork to ensure proper delivery of Ontario Ministry of Labour-issued card indicating that working at heights training has been completed and list of participants sent to Project Authority

Due Date: no later than 2 months after delivery of training

Purpose: To ensure IAEA inspectors have the proper documentation demonstrating the completion of

working at heights training. Project Authority requests a list of participants to be sent via email

for informational purposes.

7.0 FORMAT OF DELIVERABLES

The Contractor must provide the deliverables in the following formats:

- electronic:
- MS Office 2010 or later (Word and PowerPoint);
- PDF format.

Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and will be returned to the Contractor for correction at their expense.

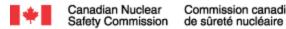
The CNSC reserves the right to distribute the final report publicly at its discretion. CNSC publication number(s) will be provided by the CNSC.

8.0 LANGUAGE OF WORK

All deliverables will be submitted in English.

9.0 TRAVEL REQUIREMENTS





Estimated 6 day/5-night travel to Vienna annually to deliver two courses in Vienna, Austria. Should a third course be requested, this would add one day and one night.

10.0 LOCATION OF WORK

Vienna, Austria.





ANNEX B – BASIS OF PAYMENT

1.0 Basis of Payment – Firm Price – Deliverables

1.1 Deliverable Schedule

In consideration of the contractor satisfactorily completing all of its obligations under the contract, the contractor will be paid the following firm all-inclusive price in accordance with the following deliverable schedule. FOB destination, Customs duties are included, and Applicable Taxes are extra.

Deliverable	Estimated number of sessions per trip	Firm all-inclusive price per session	Estimated total
Delivery of Trainings- Year 1 & completion of Ontario Ministry of Labour Paperwork	2	\$	\$
Delivery of Trainings- Year 2 & completion of Ontario Ministry of Labour Paperwork	2	\$	\$
Delivery of Trainings- Year 3 & completion of Ontario Ministry of Labour Paperwork	2	\$	\$
	Total bid evaluation	\$	\$
	price		
	(Applicable Taxes		
	are extra).		

1.2 Travel and Living Expenses

- 1. The Contractor shall be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the National Joint Council Travel Directive (http://www.njc-cnm.gc.ca/directive/d10/en). Other provisions of the Travel Directive referring to travelers, rather than those referring to employees also apply.
- 2. All travel must have the prior authorization of the contracting authority.
- 3. All payments are subject to government audit.
- 4. Only original receipts will be accepted for travel-related expenses.
- 5. Incidentals are not reimbursable (http://www.njc-cnm.gc.ca/s24/s27/d668/en).

Estimated cost: \$7,000.00 per trip

1.3 Total estimated cost

Sub-total: \$
Estimated Taxes: \$

Stillated Taxes. 5 Total amount: \$

