

RETURN BIDS TO:

Canadian Nuclear Safety Commission (CNSC)

Bid Depository
2nd Floor Administration Section

Attention:
Dan Simard
280 Slater Street,
Ottawa, ON. K1P 5S9

REQUEST FOR PROPOSAL

Proposal To: Canadian Nuclear Safety Commission

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.

Instructions : See Herein

Vendor/Firm Name and address

Issuing Office:
Canadian Nuclear Safety Commission (CNSC)

Title: Graphic Design Services for the CNSC's Annual Report		
Solicitation No. 87055-09-1463		Date October 26, 2010
File No. – N° de dossier 87055-09-1463		
<u>Solicitation Closes</u> At 02 :00 PM / 14 h On December 6, 2010		Time Zone Eastern Standard Time (EST)
F.O.B. Plant ☐ Destination: ☒ Other ☐		
Address Inquiries to : Dan Simard, Senior Contracting Officer (Acting)		
Telephone No. (613) 990-3361		FAX No. (613) 995-5086
E-mail: dan.simard@cnscccsn.gc.ca		
Destination – of Goods, Services, and Construction: See Herein		

Delivery required	Delivered Offered
Vendor/firm Name and address :	
Facsimile No.	
Telephone No.	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

GRAPHIC DESIGN SERVICES

FOR THE

CANADIAN NUCLEAR SAFETY COMMISSION'S

ANNUAL REPORT



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Background
3. Objectives
4. Statement of Work

PART 2 - BIDDER INSTRUCTIONS

1. Conditions to Bidders
2. Submission of Bids
3. Bid Validity
4. Authorities
5. Enquiries - RFP
6. Bid Costs
7. No Obligation to Purchase
8. Bid Clarification and Verification
9. Information Validation
10. Rights of the CNSC
11. Price Justification
12. Intellectual Property
13. Applicable Laws
14. Entire Requirement
15. Debriefings
16. Further Information

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Format
2. Section 1: Technical Bid
3. Section 2: Financial Bid

PART 4 - EVALUATION PROCESS AND BASIS OF SELECTION

1. Evaluation Objective
2. Evaluation Process
3. Evaluation Stages and Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid
2. Certifications Precedent to Contract Award



PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirements
4. Term of the Contract
5. Authorities
6. Quality Assurance
7. Payment
8. Method of Payment
9. Certifications
10. Applicable Laws
11. Confidentiality
12. Privacy and Protection of Information
13. Audit and Inspection of Records or Personal Information
14. Change in Ownership – Bankruptcy or Insolvency
15. Amendment
16. Priority of Documents

List of Attachments:

Attachment 1 to Part 3, Pricing Schedule
Attachment 1 to Part 4, Evaluation Procedures
Attachment 1 to Part 5, Certifications Required with the bid
Attachment 2 to Part 5, Certifications Precedent to Contract Award

Attachment 1 to Part 6, General Conditions – Consulting and Professional Services

List of Appendices:

Appendix “A” Statement of Work
Appendix “B” Basis of Payment
Appendix “C” Schedule of Milestones



PART 1 - GENERAL INFORMATION

1. Introduction

The Canadian Nuclear Safety Commission (CNSC) requires a contractor to perform the services as described in the Statement of Work Appendix "A".

This Request for Proposal (RFP) sets out the process by which a bidder will be identified for potential contract award.

This RFP and resulting contract document is divided into 6 parts plus attachments and appendices, as follows:

Part 1 General Information: provides general information concerning this document and the requirements;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the RFP and states that the bidder agrees to be bound by the clauses and conditions contained in all parts of the RFP;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Selection Process: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include:

Attachment 1 to Part 3, Pricing Schedule

Attachment 1 to Part 4, Evaluation Procedures

Attachment 1 to Part 5, Certifications Required with the bid

Attachment 2 to Part 5, Certifications Precedent to Contract Award

Attachment 1 to Part 6, General Conditions – Consulting and Professional Services

The Appendices include the:

Appendix "A" Statement of Work

Appendix "B" Basis of Payment

Appendix "C" Schedule of Milestones



2. Background on the CNSC

CNSC protects the health, safety and security of Canadians as well as the environment, and respects Canada's international commitments on the peaceful use of nuclear energy.

CNSC was established in 2000 under the *Nuclear Safety and Control Act* and reports to Parliament through the Minister of Natural Resources. CNSC was created to replace the former Atomic Energy Control Board (AECB), which was founded in 1946.

CNSC's Commission Tribunal has up to seven appointed permanent members whose decisions are supported by more than 800 employees. These employees review applications for licences according to regulatory requirements, make recommendations to the Commission, and enforce compliance with the *Nuclear Safety and Control Act*, regulations, and any licence conditions imposed by the Commission.

For additional information on the CNSC please refer to the CNSC's website at: www.nuclearsafety.gc.ca

3. Objectives

The CNSC requires the services of an external graphic design firm to assist the CNSC to design and produce a visually interesting, engaging annual report for 2010-2011 that communicates the CNSC's achievements over the past year, mandate and mission.

The CNSC's 2008-2009 report was 102 pages (A4 size) plus cover. The English and French versions were adapted to ensure the same number of pages in each final version. The CNSC estimates that the 2010-2011 annual report will contain the same number of pages. Samples of CNSC's 2008-2009 English and French reports are available online at http://www.nuclearsafety.gc.ca/pubs_catalogue/uploads/CNSC_ar_2008-2009_e.pdf

4. Statement of Work

The work to be performed is detailed in Appendix "A" of the RFP and is referred to in Part 6 – Resulting Contract Clauses under Article 1.



PART – 2 BIDDER INSTRUCTIONS

2.1 Conditions to Bidders

- a) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting contract.
- b) All mandatory requirements of this RFP and its Attachments and Appendixes are identified specifically with the word “shall”, “must”, or “will”. If a mandatory requirement is not complied with, the bid will be considered non-responsive and will not receive further consideration. Variations on mandatory criteria will not be accepted.

2.2 Submission of Bids

- a) Bids must be submitted only to CNSC Bid Depository by the date, time and place indicated on page 1 of the RFP.
- b) Due to the nature of the RFP, proposals transmitted by facsimile or electronic mail to the CNSC will **not** be accepted.
- c) Bids must be signed by the bidder or by an authorized representative of the bidder.
- d) Bids may be submitted in either French or English.
- e) Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.
- f) No bid jointly submitted by two or more contractors will be accepted.
- g) Bids received on or before the stipulated RFP closing date and time will become the property of CNSC and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.

It is the bidder's responsibility to:

- a) obtain clarification of the requirements contained in the RFP, if necessary before submitting a bid;
- b) prepare its bid in accordance with the instructions contained in the RFP;
- c) provide a complete, comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP;
- d) submit by closing date and time a complete bid. Bids will not be accepted after that time and date and will be returned unopened to the bidder;
- e) ensure that their complete bid is submitted only to the CNSC Bid Depository specified on page 1 of this RFP. Bids delivered at any other location will not be accepted. Bids that are delivered by hand, or by courier must have the CNSC Administration staff affix the date and time the proposal was received on the bid. Failure of the bidder, or courier, or bidder's agent, or delivery person, to follow these instructions will result in non-acceptance of the bid; and
- f) ensure that the bidder's name, return address, the RFP number, and RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the bid.



2.3 Bid Validity

- a) Bids submitted in response to this RFP shall be valid in all respects for not less than 180 calendar days from the closing date of this RFP.
- b) CNSC reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 calendar days before the end of the bid validity period. If the extension is accepted by all responsive bidders, CNSC will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, CNSC will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFP.

2.4 Authorities

The Contracting Authority for the RFP is:

Name: Dan Simard
Title: Senior Contracting Officer (Acting)

Address:
1601 Telesat Court
P.O. Box 1046 Station B.
Ottawa, Ontario
K1P 5S9

E-mail: dan.simard@cnscccsn.gc.ca

Telephone: (613) 990-3361
Fax: (613) 995-5086

The Project Authority for the resultant contract will be provided at contract award.

2.5 Enquiries – RFP

- a) All enquiries regarding this RFP must be submitted by e-mail to the Contracting Authority as early as possible within the bidding period. **All enquiries must be received no less than 3 calendar days before the bid closing date stipulated on page 1 of this RFP to allow sufficient time to provide a response. Enquiries received after that time may not be answered by CNSC.**
- b) Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable CNSC to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where CNSC determines that the enquiry is not of a proprietary nature. CNSC may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by CNSC.

2.6 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the RFP. Cost associated with preparing and submitting a bid, as well as any costs incurred by the bidder associated with the evaluation of the bid, are the sole responsibility of the bidder.



2.7 No Obligation to Purchase

Nothing in this RFP, receipt by the CNSC of a response to this RFP or subsequent negotiations by the CNSC of terms of a contract, shall in any way impose a legal obligation on the CNSC to make any purchases from any bidder.

2.8 Bid Clarification and Verification

- a) The CNSC, without liability, cost or penalty, may in its sole discretion and at any time after the proposal submission, request clarification from any bidder in writing, with respect to its bid. Any written information received by the CNSC from the bidder in response to a request for clarification will be considered as an integral part of the bidder's bid.
- b) The CNSC may verify any bidder's statement or claim by whatever means the CNSC deems appropriate, including contacting references provided by the Bidder, and may reject any bidder's statement or claim if, in the judgment of the CNSC, the statement or claim is not credible.

2.9 Information Validation

The CNSC may contact any or all references supplied by bidders to verify and validate any information submitted by them.

2.10 Rights of the CNSC

CNSC reserves the right to:

- a) reject any or all bids received in response to the RFP;
- b) enter into negotiations with bidders on any or all aspects of their bids;
- c) accept any bid in whole or in part without negotiations;
- d) cancel the RFP at any time;
- e) reissue the RFP;
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the RFP by inviting only the bidders who bid to resubmit bids within a period designated by CNSC; and
- g) negotiate with the sole responsive bidder to ensure best value to CNSC.

2.11 Price Justification

In the event that the bidder's bid is the sole responsive bid received, the bidder must provide, on CNSC's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to CNSC (Government of Canada); or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by CNSC.

2.12 Intellectual Property

In accordance with the Treasury Board Secretariat's *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*, the CNSC shall own the Intellectual Property created under the contract because the main purpose of the contract or of the deliverables to be contracted for is to generate knowledge and information for public dissemination and the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



2.13 Applicable Laws

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

2.14 Entire Requirement

The RFP documents contain all the requirements relating to the RFP solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.15 Debriefings

After contract award, bidders may request a debriefing on the results of the RFP. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

2.16 Further Information

For further information, bidders may contact the Contracting Authority identified in the RFP.



PART - 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Format

- a) Bidders must provide their bid in separately bound sections as follows:

Section 1: Technical bid 3 hardcopies
Section 2: Financial bid 3 hardcopies
Section 3: Certifications 3 hardcopies

- b) Each section must be submitted in a sealed envelop or package. The CNSC requires 3 copies of the complete bid.
- c) The bid should be on 8 ½ x 11-inch paper. A table of contents outlining the sequential order of the requirements should be part of the bid. All pages of the bid, including the enclosures are to be clearly and consecutively numbered and correspond to the table of contents.
- d) Bidders must provide the name, title, address and telephone number of the person(s) authorized to deal with the CNSC on their behalf in connection with their bid.

3.2 Section 1: Technical Bid

- a) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- b) 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 RFP is not sufficient. In order to facilitate the evaluation of the bid, CNSC requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. Bidders are to use the "Bidder's Cross Reference to Proposal" column in Attachment 1 to Part 4, Evaluation Procedures (Mandatory Technical Criteria and Point Rated Technical Criteria) to identify where their response is located within their bid for each requirement (e.g. referring to page numbers, tabs etc). To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c) The technical bid shall not include any price information.
- d) The technical bid must demonstrate compliance with all **mandatory requirements** and must also specifically respond to each of **the point rated requirements** in sufficient detail to permit a complete assessment.
- e) The bidder **must** include in their technical bid, general information about their firm by providing a narrative description including but not limited to:
- number of years in business providing graphic design services
 - office locations (including identifying information storage location)
 - number of employees by location, position, and language capabilities
 - size and description of customer base
 - list similar services provided, etc.
- f) Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.



3.3 Section 2: Financial Bid

Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.

- a) Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- b) When preparing their financial bid, bidders should review Appendix "B": Basis of Payment and clause 4.3.3, Stage 3: Review of Financial Bid of Part 4, Evaluation Process and Basis of Selection;
- c) The bidder's price in response to this RFP and resulting contract must be firm and include all overhead, general and administrative costs and profit. Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract.
- e) Deviation in price of 5% or higher from year to year must be supported and substantiated by the bidder. Proposals that, in the determination of the CNSC, do not sufficiently substantiate price deviations will be deemed non-responsive.



PART 4 - Evaluation Process and Basis of Selection

4.1 Evaluation Objective

The objective of the Evaluation Process and Basis of Selection is to identify the bid that most effectively meets the requirements of this RFP and provides the best value to the CNSC.

4.2 Evaluation Process

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

4.3 Evaluation Stages and Basis of Selection

- a) The evaluation will be comprised of the following stages:

Stage 1: Review of Mandatory Technical Criteria
Stage 2: Review of Point Rated Technical Criteria
Stage 3: Review of Financial Bids
Stage 4: Ranking and Basis of Selection

- b) For purposes of Stages 1 and 2, the CNSC shall open and review the technical bids only. The sealed financial bid envelope will only be opened and reviewed if the bid meets the conditions of Stage 1 and Stage 2.
- c) Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Bids failing to adequately respond to the mandatory requirements will be excluded from further consideration. Only bids found to meet the mandatory requirements will be evaluated against the Point Rated Technical criteria.

4.3.1 Stage 1: Review of Mandatory Technical Criteria

- a) The CNSC will review each bid for compliance with the Mandatory Technical Criteria. Refer to section 1 of Attachment 1 to Part 4, Evaluation Procedures.
- b) Bidders must provide a written response to each of the following mandatory requirements (M). Bidders are advised to address each requirement in sufficient detail to permit a complete assessment.
- c) Bids that, in the determination of the CNSC, do not comply with the Mandatory Requirements will be deemed non-compliant and will not proceed to Stage 2: Review of Point Rated Technical Criteria.

4.3.2 Stage 2: Review of Point Rated Technical Criteria

- a) For each bid that has proceeded to Stage 2, the CNSC will evaluate, and score the information provided by the bidder in response to the Point Rated Technical Criteria. Refer to section 2 of Attachment 1 to Part 4, Evaluation Procedures. The bidders' responses will be evaluated on the extent to which they meet the rated criteria.
- b) Point-rated technical criteria not addressed will be given a score of zero. Where the evaluation team cannot easily find responses, to any rated criteria, a score of zero may be given to that rated criteria.



4.3.3 Stage 3: Review of Financial Bid

Evaluation of Price

- a) For each bid that has progressed to Stage 3, the CNSC will open the financial bid envelope.
- b) The price of the bid will be evaluated in Canadian dollars, the GST or the HST excluded FOB destination, Canadian customs duties and excise taxes included.
- c) For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- d) Any estimated level of services specified in the pricing schedule detailed in Attachment 1 to Part 3 is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.

4.3.4 Stage 4: Ranking and Basis of Selection - Highest Combined Rating of Technical Merit (80 %) and Price (20 %)

4.3.4.1 To be declared responsive, a bid must:

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

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

4.3.4.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) $PS_i = LP / P_i \times 20\%$. P_i is the evaluated price (P) of each responsive bid (i).

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

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

4.3.4.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.



4.3.4.7 The table below illustrates an example where the selection of the contractor is determined by an 80/20 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 130/175	OS2: 120/175	OS3: 140/175
Bid Evaluated Price	P1: C\$125,000	P2: C\$122,000	LP and P3: C\$120,000
Calculations	Technical Merit Score (OSi x 80)	Pricing Score (LP/Pi x 20)	Combined Rating
Bidder 1	$130/175 \times 80 = 59.43$	$\$120,000/\$125,000 \times 20 = 19.20$	78.63
Bidder 2	$120/175 \times 80 = 54.86$	$\$120,000/\$122,000 \times 20 = 19.67$	74.53
Bidder 3	$140/175 \times 80 = 64$	$\$120,000/\$120,000 \times 20 = 20$	84



PART – 5 CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. CNSC will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to CNSC is subject to verification by CNSC during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with the Bid

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications required with the Bid, duly completed.

2. Certifications Precedent to Contract Award

The certifications included in Attachment 2 to Part 5, Certifications Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed or 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.



PART 6 - RESULTING CONTRACTING CLAUSES

1. Statement of Work

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

2. Standard Clauses and Conditions

The General Conditions - Consulting and Professional Services in Attachment 1 to Part 6 of the RFP will apply to and form part the contract.

3.0 Term of the Contract

3.1 Period of the Contract

The period of the contract is from contract award to March 31, 2012.

3.2 Option to Extend the Contract

The CNSC reserves the right to extend the resulting contract by 2 additional, 1 year periods under the same terms and 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.

CNSC may exercise this option at any time before the expiry of the by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4 Authorities

4.1 The Contracting Authority for the Contract is:

Name: Dan Simard
Title: Senior Contracting Officer (Acting)
Address:
1601 Telesat Court
P.O. Box 1046 Station B.
Ottawa, Ontario
K1P 5S9

E-mail: dan.simard@cnscccsn.gc.ca
Telephone: (613) 990-3361
Fax: (613) 995-5086

4.2 Project Authority

The Project Authority for the resultant contract will be provided at Contract award.

4.3 Contractor's Representatives

a) The Contractor's Representatives for the Contract will be provided at contract award.

5. Intentionally Omitted



6. Quality Assurance

During the contract period, the Project Authority may conduct a quality assurance verification to monitor the work performed by the Contractor. The Project Authority will also meet with the Contractor's Representative on an "as needed" basis for Quality Assurance (QA) review and feedback.

7. Payment

7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment in Appendix "B".

7.1.1 Limitation of Expenditure

The Contractor shall be allowed up to the amount of \$_____ for the performance of the work; this price shall include all charges for labour, overhead, profit and all other expenses except the GST/HST. This price is the total amount available for the performance of the work and the Contractor shall not be reimbursed for any expenses in excess of this amount without the prior written authorization of the CNSC in the form of a contract amendment signed by both parties. The Contractor shall not adopt any specifications or otherwise alter any aspect of the work in such a way as to increase the cost of the contract, without the prior written authorization of the CNSC in the form of a contract amendment. If at any time before the end of the contract it becomes clear to the Contractor that, due to changed circumstances, the work cannot be completed according to the approved current estimate, the Contractor may submit, subject to the representative's approval, a detailed revised estimate, including a complete explanation of the reasons for the revision.

8. Method of Payment

8.1.1 Milestone Payments

The Contractor shall submit a monthly invoice for the work performed under this contract in accordance with the terms and conditions of the Basis of Payment. Each invoice shall detail expenses by service request.

8.1.1.1 For the Work detailed in the Statement of Work, Appendix "A"

1. Milestone payments will be made in accordance with the Schedule of Milestones attached as Appendix "C" in accordance with the Basis of Payment and upon the following terms and conditions:
 - a) All deliverables required for the milestone claimed have been received and accepted by the Project Authority.
2. Each claim must show the following:
 - a) amount currently claimed;
 - b) total of all previous claims against the contract and the extension of the totals to date; and
 - c) contract number and if applicable Financial Codes



8.1.2 Invoicing Instructions

8.1.2.1 Invoices can be mailed to the address below or emailed to finance@cnscccsn.gc.ca.

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

The provisions of article 8.5 Interest on Overdue Accounts shall not apply to any invoices not mailed to this address.

8.1.2.2 Payment by CNSC for the work shall be made within:

- a) thirty (30) days following the date on which all of the invoiced work has been delivered at the location(s) specified in the contract and all other work required to be performed by the Contractor under the terms of the contract related to the payment has been completed; or
- b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract; whichever is later.

8.1.2.3 If CNSC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, CNSC shall notify the Contractor of the nature of the objection. "Form of invoice" means an invoice which contains or is accompanied by such substantiating documentation as CNSC requires. Failure by CNSC to act within fifteen (15) days will only result in the date specified in subsection 8.1.2.2 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

8.2 Acceptance/Inspection

8.2.1 All work must be performed to the satisfaction of and is subject to written acceptance by CNSC.

8.2.2 All work performed under this contract shall be subject to inspection by CNSC prior to acceptance. Should the deliverables as submitted not be to the satisfaction of CNSC, the CNSC shall have the right to reject the deliverables or require their correction before authorizing payment.

8.3 Taxes

8.3.1 The appropriate Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable is to be included on all invoices and progress claims for taxable work performed if the Contractor is a GST/HST registrant. CNSC agrees to pay the appropriate amount of GST/HST to the Contractor who, in turn, agrees to remit to Canada Revenue Agency (CRA) - Customs and Excise any GST that the Contractor receives from CNSC. The Contractor shall include the appropriate GST/HST registration number on all invoices pertaining to the contract.

8.4 Audit

8.4.1 The amount claimed under the terms and conditions of this contract, as computed in accordance with the Basis of Payment, may be verified by audit. Time charged may be verified by the representative before or after total payment has been paid to the Contractor. In addition, CNSC may conduct a verification of the accuracy of the Contractor's recording, audit or both if the rate(s) has been substantially exceeded.

8.4.2 Any payments made pending completion of the work shall be regarded as interim payments only, and shall be adjusted to the extent necessary to reflect the result of the said work, and if there has been any overpayment it shall be promptly refunded to CNSC.



8.5 Interest on Overdue Accounts

- 8.5.1 (a) In this Article an amount is "due and payable" when it is due and payable by CNSC to the Contractor according to the terms of the contract.
- (b) For the purposes of this Article an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- (c) In this Article "date of payment" means date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- (d) In this Article "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- 8.5.2 CNSC shall be liable to pay, without demand from the Contractor, simple interest at the Bank Rate plus 1.25 per centum on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than 15 days following the due date. Interest will not be payable on overdue advance payments.

9. Certifications

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

10. Applicable Laws

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

11. Confidentiality

The Contractor shall keep confidential and not divulge, or use without the written consent of the CNSC, any personal information about an identifiable individual (including but not limited to, the name and address of an individual) provided to the Contractor by the CNSC or obtained by the Contractor from any other source, except as required by the Contractor in order to carry out its obligations under this contract. For the purposes of handling such information, the Contractor shall govern itself as if directly subject to the requirements of the Privacy Act, R.S.C. 1985 c.P-21, as amended, and any other applicable legislation. The Contractor shall not destroy any information about an identifiable individual unless expressly instructed to do so in writing by an authorized representative of the CNSC.

12. Change in Ownership – Bankruptcy or Insolvency

- a) The Contractor shall immediately advise the CNSC in advance in the event of any change in ownership of all or a part of the Contractor's business.
- b) The Contractor shall immediately notify the government in the event of any proceedings for bankruptcy or insolvency brought by or against the Contractor under applicable bankruptcy or insolvency laws or any notice of creditor's remedies.



13. Amendment

- a) To be effective, any amendment to the contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- b) While the Contractor may discuss any proposed modifications to the work with other representatives of CNSC, CNSC will not be responsible for the cost of any modification unless it has been incorporated into the contract in accordance with subsection a).

14. Ownership of Intellectual and Other Property Including Copyright

- 14.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of CNSC, and the Contractor shall account fully to CNSC in respect of the foregoing in such manner as CNSC shall direct.
- 14.2 Technical documentation shall contain the following copyright notice:

©HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2011)
as represented by the Canadian Nuclear Safety Commission
- 14.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of CNSC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to CNSC any articles or things embodying such technical information and inventions.

15. Priority of Documents

The documents specified below and any amendments relating thereto form part of and are incorporated into the contract. In the event of a discrepancy, inconsistency or ambiguity between the wording of any documents which appear on the list, the wording of the document which first appears on the list will prevail over the wording of any document which subsequently appears on the list:

- a) The Articles of Agreement
- b) Appendix "A" - Statement of Work;
- c) Appendix "B" - Basis of Payment;
- d) Appendix "C" – Schedule of Milestones



ATTACHMENT 1 TO PART 3

Pricing Schedule

The bidder must complete this pricing schedule and include it in its financial bid once completed.

- 1.0 Any estimated level of services specified in this pricing schedule is provided for bid evaluated price determination purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Levels of efforts are provided as estimates only, and must not be construed as a commitment by CNSC to respect those estimated in any resulting contract.
- 2.0 The CNSC estimates that the annual report will be 102 pages (A4 size) plus cover. The CNSC anticipates that the English and French versions will be adapted to ensure the same number of pages in each final version.
- 3.0 The CNSC's annual budget based on the Statement of Work is \$40,000.00 Canadian dollars, GST or HST excluded. Any financial offer exceeding the maximum stated therein will be deemed non-responsive and will not receive further consideration.
- 4.0 The pricing must be based on providing similar services related to the development of a typical annual report.
- 5.0 Deviation in price of 5% or higher from year to year must be supported and substantiated by the bidder. Bids that, in the determination of the CNSC, do not sufficiently substantiate price deviations will be deemed non-responsive.
- 6.0 Bidders must complete the following :

1) The estimated costs to produce both English and French versions of the Annual Report
\$ _____

2) Costs to include redrawing up to 20 charts and graphs (see examples in CNSC's
\$ _____
last year's Annual Report)

3) Typesetting of Financials same as CNSC's last year's Annual Report

\$ _____

TOTAL BID PRICE FOR EVALUATION PURPOSES

\$ _____



ATTACHMENT 1 TO PART 4

Evaluation Procedures

1. Stage 1: Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Criteria Item No.	Mandatory Technical Criteria	Met/Not Met	Bidder's Cross Reference to Proposal
M1	The supplier must provide documentary evidence to demonstrate that it has been in the graphics services business for a minimum of three (3) years prior to the closing date of the RFP Bidders may submit one of the following as proof: ▪ A photocopy of a business registration showing the date of registration/incorporation ▪ A photocopy of a verifiable legal document indicating that the company has been in business for at least three (3) years ▪ A photocopy of a previous Contract for graphic design services with a government or private sector client dated at least three (3) years prior to the closing of the RFP.		
M2	The supplier must demonstrate experience in the design and production of annual reports by providing final printed samples of at least one (1) Annual Report project completed for a government or private sector client in the past three (3) years.		
M3	The supplier must identify a Project Manager (primary point of contact) that will be able to attend meetings in person, on behalf of the firm, at the CNSC offices in Ottawa, Ontario as required by the Project Authority. The identified Project Manager must have a minimum of two (2) years experience in the field of graphic design for print and Web.		



2. Stage 2: Point Rated Technical Criteria

2.1 Any bid which meets all the mandatory technical criteria will be evaluated and scored as specified in the tables below.

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

Point Rated Item No.	Point Rated Technical Evaluation Criteria and Supporting Documentation Required	Points to be assigned based on the following	Bidder's Cross Reference to Proposal	Max. available Points
EXPERIENCE				
R1	Bidder to provide the number of years experience providing graphic design services.	3-4 years = 3 points 5-10 years = 5 points 11+ years = 7 points		7
R2	Bidder to provide overview of company history and capabilities to demonstrate competence proven by similar and/or related work.	Work on Fed. GoC annual reports = 10 points Work on provincial annual reports = 5 Work on Private sector annual reports = 2		10
R3	Bidder to demonstrate experience of the Project Manager (list relevant experience, qualifications required here etc.)	2-5 Years experience = 5 pts 6+ Years experience = 10 pts Degree in Graphic Design = 10 pts		20
R4	Bidder to demonstrate creative achievements of key personnel in the design development process ie awards ...	Int'l/National Recognition = 7 Provincial Recognition = 5 Local Recognition = 3		7



Point Rated Item No.	Point Rated Technical Evaluation Criteria and Supporting Documentation Required	Points to be assigned based on the following	Bidder's Cross Reference to Proposal	Max. available Points
TECHNICAL				
R5	Bidder to demonstrate understanding of the scope and objective and the Statement of Work contained in the RFP.	Unclear demonstration of understanding = 0 pts Adequate understanding = 10 Good understanding = 15 Excellent understanding = 20		20
R6	Bidder demonstrates recognition of direct as well as peripheral problems and solutions offered.	Limited recognition with no solution = 0 points Good recognition = 5 Excellent recognition = 10		10
R7	Bidder to provide detailed work plan and proposed schedule to allow delivery by third parties of digital English and French bound copies of the report by 31 July 2011 and formal offset printed documents by 13 August 2011.	Inadequate or unrealistic work plan and schedule based on SOW = 0 Adequate work plan = 5 Good = 10 Excellent = 15		15
Total of all the point rated technical criteria				89
Minimum required score is 75% or 66.75 points				



ATTACHMENT 1 to PART 5

CERTIFICATIONS REQUIRED WITH THE BID

1.1 No Bribe or Conflict of Interest

The bidder declares that:

- a. No bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the CNSC or to a member of the family of such a person with a view to influencing the RFP process or entry into the contract or the administration of the contract;
- b. We, or any of our employees do not and will not have any conflict of interest (actual or potential) in submitting this bid or, if selected, with our contractual obligations as the Contractor under the resultant contract;
- c. We are not aware of any potential conflict of interest where an employee or family member of an employee of the CNSC has an interest in our organization; and
- d. We have no knowledge of or ability to avail ourselves of Confidential Information of CNSC other than the Confidential Information, which may have been disclosed by CNSC to the bidders in the normal course of this RFP.

Signature of Authorized Representative

Date

OR

If the bidder has any conflict of interest (actual or potential) they are requested to declare the conflict of interest (actual or potential) below:

Signature of Authorized Representative

Date

The bidder acknowledges that it is within CNSC's sole discretion to determine whether a conflict of interest exists and that the CNSC may reject a bid should it determine that a conflict of interest exists.



ATTACHMENT 2 to PART 5

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1.1 Federal Contractors Program for Employment Equity - Certification

1.1.1 Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP-EE) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.

The bidder certifies that it has not been declared an ineligible contractor by HRSDC.

1.2 Former Public Servants

1.2.1 Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the bidder a FPS in receipt of a pension as defined above? YES () NO ()



If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

YES () NO ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Certification

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



ATTACHMENT 1 to PART 6

General Conditions Consulting and Professional Services

GC1 Definition of Terms:

- a) "contract" means the contract documents referred to in the Articles of Agreement;
- b) "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- c) "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- d) "representative" means the officer or employee of CNSC who is designated by the Articles of Agreement and includes a person authorized by the representative to perform any of the representative's functions under the contract;
- e) "prototypes" includes models, patterns and samples;
- f) "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of CNSC and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the agreement shall relieve the Contractor from any obligation under the agreement or impose any liability upon CNSC.

GC4 Subcontractors

- 4.1 The Contractor shall identify to CNSC any subcontractors who shall be performing any portion of the work and shall indicate if any subcontractor is a former employee of the Government of Canada.
- 4.2 The Contractor shall ensure that any subcontractor performing any portion of the work related to this contract shall be bound to the terms and conditions of this contract.

GC5 Time is of the essence of the contract.

- 5.1 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of CNSC, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather. The Contractor shall give notice to CNSC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the representative, the Contractor shall deliver a description, in a form satisfactory to CNSC, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by CNSC of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed



not to be an excusable delay. Notwithstanding that the Contractor has complied with the requirements of GC5, CNSC may exercise any right of termination contained in GC9.

GC6 Indemnification

- 6.1 The Contractor shall indemnify and save harmless CNSC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 6.2 The Contractor shall indemnify CNSC from all costs, charges and expenses whatsoever that CNSC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by CNSC of anything furnished pursuant to the contract. The Contractor's liability to indemnify or reimburse CNSC under the contract shall not affect or prejudice CNSC from exercising any other rights under law.

GC7 Notices

- 7.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex, by facsimile transmission, by electronic mail or through the Internet addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, by facsimile, by electronic mail or through the Internet, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC8 Canadian Labour and Materials

- 8.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC9 Termination for Convenience

- 9.1 At any time before the completion of the work, the CNSC may, by giving notice in writing to the Contractor, terminate for convenience the contract or part of the contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the contract is terminated in part only, the contractor must proceed to complete any part of the work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 9.2 If a termination notice is given pursuant to subsection 9.1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the contract to the extent that the Contractor has not already been paid or reimbursed by CNSC. The Contractor will be paid:
- (a) on the basis of the contract price, for all completed work that is inspected and accepted in accordance with the contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and



- (c) all costs incidental to the termination of the work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

- 9.3 CNSC may reduce the payment in respect of any part of the work, if upon inspection; it does not meet the requirements of the contract.
- 9.4 The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the contract price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by CNSC under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to CNSC the portion of any advance payment that is unliquidated at the date of the termination.

GC10 Default by the Contractor

- 10.1 If the Contractor is in default in carrying out any of its obligations under the contract, the CNSC may, by giving written notice to the Contractor, terminate for default the contract or part of the contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the CNSC within that cure period.
- 10.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed the winding down of the Contractor, the CNSC may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the contract or part of the contract.
- 10.3 If CNSC gives notice under subsection 10.1 or 10.2 the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to CNSC for all losses and damages suffered by CNSC because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by CNSC in procuring the work from another source. The Contractor to repay immediately to CNSC the portion of any advance payment that is unliquidated at the date of the termination.
- 10.4 Upon termination of the contract under this section, the CNSC may require the Contractor to deliver to CNSC, in the manner and to the extent directed by CNSC, any completed parts of the work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the contract. In such a case, subject to the deduction of any claim that CNSC may have against the Contractor arising under the contract or out of the termination, CNSC will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the work delivered to and accepted by CNSC, based on the contract price, including the proportionate part of the Contractor's profit or fee included in the contract price; and
 - (b) the cost to the Contractor that CNSC considers reasonable in respect of anything else delivered to and accepted by CNSC.

The total amount paid by CNSC under the contract to the date of termination and any amount payable under this subsection must not exceed the contract price.

- 10.5 Title to everything for which payment is made to the Contractor will, once payment is made, pass to CNSC unless it already belongs to CNSC under any other provision of the contract.
- 10.6 If the contract is terminated for default under subsection 10.1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 9.1 of GC9.



GC11 Records to be kept by the Contractor

- 11.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the representative who may make copies and take extracts there from. The Contractor shall afford facilities for audit and inspection and shall furnish the representative with such information as CNSC may from time to time require with reference to the documents referred to herein.
- 11.2 The Contractor shall not dispose of the documents referred to herein without the written consent of CNSC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specifications, for a period of two years following completion of the work.

GC12 Conflict of Interest

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to CNSC's representative.
- 12.2 It is a condition of this agreement and not a mere warranty that no former employee of CNSC to whom Part IV of the Conflict of Interest and Post-Employment Code for the Canadian Nuclear Safety Commission applies who is not in compliance with that Code shall derive a direct benefit from this agreement.
- 12.3 No member of the House of Commons or Senate of Canada shall be admitted to any share or part of this contract or to any benefit to arise there from.

GC13 Contingency Fees

- 13.1 In this section:

"contingency fee" means any payment or other compensation that is contingent upon the basis of a degree of success in soliciting or obtaining a contract from CNSC or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employee/employer relationship; and

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement).

- 13.2 The Contractor certifies that it has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, obtaining or negotiation of the contract to any person other than an employee acting in the course of the employee's duties.
- 13.3 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to GC11.
- 13.4 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, CNSC may, at CNSC's sole discretion, either terminate this contract under the terms and conditions of GC10 or require the Contractor to reimburse CNSC the full amount of the contingency fee, either by repayment of any amounts already received by the Contractor or by reduction of the contract price.



GC14 Contractor Status

- 14.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of CNSC. The Contractor agrees to be solely responsible for any and all payments, deductions or both, required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

GC15 Contractor's Warranty

- 15.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.
- 15.2 The Contractor warrants that it shall be fully and solely responsible for the actions of its employees who act on its behalf in the performance of their functions under the contract.

GC16 Entire Agreement

- 16.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

GC17 Confidentiality

- 17.1 The Contractor agrees and covenants that during and subsequent to the term of this agreement, the Contractor shall treat as confidential all information of a character confidential to the affairs of CNSC to which the Contractor becomes privy as a result of performing the work required under this agreement.

GC18 Third Party Information

- 18.1 The Contractor acknowledges that all third party technical documents supplied for the purpose of this project belong to the third party. The Contractor shall return these technical documents to the originator upon completion of the contract.
- 18.2 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.
- 18.3 Upon termination of the project, 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.

GC19 Security Clearance

- 19.1 The Contractor is solely responsible for obtaining any security clearance required for the performance of the work under this contract.
- 19.2 The Contractor is responsible to return to the CNSC Security Officer or other designated person any building access cards issued related to the Contractor's work under this contract. In the event that such cards are not returned to the appropriate authority, CNSC reserves the right to deduct from the Contractor's final invoice an amount sufficient to offset CNSC's costs to replace any such cards.



- 19.3 The CNSC performs a Criminal Record Name Check (CRNC) on all contractors who require CNSC facilities access for the performance of their work. The contractor hereby agrees to release any information required by the CNSC in order for it to complete a verification of the contractor's CRNC. Failure to provide such information will constitute grounds for the CNSC to not award the contract to the contractor or, if the contract has commenced, a termination of the contract under the provisions of clause GC10 above.

GC20 Dispute Resolution

- 20.1 Any claim or dispute arising out of or in connection with this contract shall be submitted by the parties to binding arbitration pursuant to the Commercial Arbitration Act. The party requesting such arbitration shall do so by written notice to the other party/parties. The costs of the arbitration and fees of the arbitrator(s) shall be borne equally by the parties. The arbitration shall take place in Ottawa, Canada, before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of an arbitrator within thirty (30) days of written notice to submit to arbitration, then the parties shall each choose an arbitrator who in turn will select a third.
- 20.2 The parties may determine the procedure to be followed by the arbitrator(s) in conducting the proceedings, or may request the arbitrator(s) to do so. The arbitrator(s) shall issue a written award within thirty (30) days of completion of the hearing. The award shall be rendered in such form that judgment may be entered thereon in any court having jurisdiction.

GC21 Compliance with Applicable Laws

- 21.1 The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

GC22 Handling of Personal Information

- 22.1 The Contractor acknowledges that CNSC is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the contract. All such personal information is the property of CNSC, and the Contractor shall have no right in or to that information. The Contractor shall deliver to CNSC all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this contract, upon the completion or termination of the contract, or at such earlier time as the CNSC may request. Upon delivery of the personal information to CNSC, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- 22.2 The obligations of the contractor to protect personal information shall continue even after the completion of the contract.



GC23 Security and Protection of the Work

- 23.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the CNSC, except that the Contractor may disclose to a Subcontractor authorized in accordance with GC4 (Subcontractors) information necessary for the performance of the Subcontract, on the condition that the Subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the CNSC may require.
- 23.2 Subject to the Access to Information Act, R.S.C. 1985, c. A-1 and to any right of CNSC under this contract to release or disclose, CNSC shall not release or disclose outside the Government of Canada any information delivered to CNSC under the contract that is proprietary to the Contractor or a Subcontractor.
- 23.3 The obligations of the Parties set out in this section do not apply to any information where the same information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
- 23.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to CNSC under the contract as "PROPERTY OF ...", permitted Government uses defined under this contract, and CNSC shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 23.5 When the contract, the work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by CNSC, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the CNSC.
- 23.6 Without limiting the generality of subsections 1 and 2, when the Contract, the work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the CNSC shall be entitled to inspect the Contractor's premises and the premises of a Subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the CNSC dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 23.7 Any proposed change in the security requirements after the effective date of the contract that would involve a significant increase in cost to the Contractor shall require an amendment to the contract



APPENDIX “A” - STATEMENT OF WORK

1. Requirement

The CNSC requires the Contractor to assist with the CNSC's 2010-11 Annual Report strategy and concept development, art direction, production, project management, quality assurance, author's alterations, acquisition of stock photos and illustrations, preparation of final art files for printing, preparation of Web-ready PDF versions, export of final English and French texts into MS Word for CNSC to use in creating HTML versions of the report, provision of all original images, layered source files and final finished files on DVD for CNSC use immediately after project completion.

2. Description of Services Required

2.1 Design Concepts for print and electronic media

The Contractor will be required to (but not limited to) provide the following as required by the Project Authority:

- Develop design strategy and concepts and provide three (3) acceptable design concepts based on consultation with the Project Authority. The chosen design out of the three (3) concepts provided to the Project Authority will become the property of the Crown.
- Provide art direction to ensure a high quality product in keeping with the approved concept and design.

2.2 Project Management

The Contractor will be required to provide all project management services required to co-ordinate and oversee the graphic work to its completion, including (but not limited to):

- Design management
- Provide status reports for work in process as required by the Project Authority.
- The Contractor will provide the CNSC with a proposed project timeline with key milestones to achieve delivery of digital English and French bound copies of the report by 31 July 2010 and formal offset printed documents by 13 August 2010.
- Quality assurance of all work completed by the Contractor.
- Client and supplier liaison and meetings
- Photo research as needed
- Presentations
- Troubleshooting

The Contractor must designate a Project Manager (primary point of contact) for this contract. The Project Manager must be available to attend meetings in person, on behalf of the Contractor, at the CNSC offices in Ottawa, Ontario as required by the Project Authority.

2.3 Creative Consultation, Research and Concept Development

The Contractor will provide consultation, brainstorming and research services related to concept development and creative/graphic design. Consulting services will be required in person at CNSC's 280 Street location to develop and present creative for the project. The Contractor's primary point of contact will be required to be available Monday to Friday, for face-to-face meetings within one (1) day business of notification by the Project Authority at all times as required, to discuss the project.



2.4 Layout and Design Production

The Contractor will be responsible for the process of putting all of the elements together up to the final stage to be used by the Project Authority, the printer and the Web master in production of the final annual report.

The Contractor will be required to complete the final layout, including (but not limited to) the following:

- Create design options and finished mockups for presentation to CNSC management
- Create layout and production files using Adobe InDesign and other Adobe Suite software as appropriate
- Conduct continuous quality control to ensure proper formatting and spelling/grammar
- Use and incorporate client-supplied English and French texts provided in Microsoft Word
- Prepare typographic elements as part of the design and layout of text as required. All text will be of a suitable resolution according to current industry standards for the media and the trade.
- Research photos and images (illustrative, photographic etc.) as needed and acquire those images as part of the contract
- Import or recreate any supplied charts, graphs and tables in the layout as required
- Problem solve design issues as they arise during the layout
- Key-in changes or corrections to text or images
- Prepare final electronic artwork for production as well as exported text files for HTML versions

2.5 Design rendering and (non-technical) creative illustration for print and Web/electronic media

The Contractor will keep notes and all visual aids of the concept development and design interpretations resulting from the creative consultation. The Contractor will be required to (but not limited to) provide the following as required by the Project Authority:

- Design preliminary design thumbnails (either electronic or hard copy) for approval by the Project Authority;
- Create full comprehensive (non-technical) creative illustrations in the size indicated by the Project Authority;
- Create graphs, tables and/or charts;
- Create or acquire images for print or Web;
- Retouch supplied photographs and/or images as required;
- Revise the selected concept to produce a final design for approval (changes after this point will be considered author's alterations);
- Prepare and provide comprehensive colour mock-ups of all design proposals and their subsequent revisions either in hardcopy or PDF, as per instructions from the Project Authority;
- Design, create and/or modify PDF files;
- Convert files from word processing software as required;
- Convert final documents to text format (i.e. MS Word) as required;
- Complete print specifications as required.

2.6 Final Design Product - Final Files for Print, Web/Electronic Media

The Contractor will provide final artwork for print and Web products to the Project Authority. Final electronic artwork/files and laser proofs shall be produced as follows:

- The Contractor will return all completed work in PC-readable formats and will include all related files (i.e., layered or native files, text files, electronic files, graphics, fonts, font suitcases, images etc.) as well as the output proofs. These files shall be supplied on current electronic media such as CDs or DVDs as specified by the Project Authority.
- Special instructions, including (for example) trapping, spreading, choking information, will be provided with the electronic media as needed.
- Scanned images will be supplied on the specified media as well as fonts and all other electronic sources required to proceed.



- All final deliverables destined for Web sites (pdf files) must be created and compiled using industry standard software packages and must be ready for posting to a Web server. The default for CNSC includes a) final print-ready PDFs b) final Web-ready PDFs with active Table of Contents and hyperlinks throughout the document c) final English and French exported text files in MS Word, as well as actual-sized JPGs of all charts and images, ready for CNSC's Web team to build the HTML versions of the document
- All illustrations and photographs will be in place in final files.
- Filename extensions must be properly updated in all layouts and must include appropriate extensions (ie..filename.eps, filename.indd).
- A laser proof (output from a laser printer, laser-image setter or equivalent) will be supplied with the electronic media identifying all particulars of production, for use by the printing firm.
- Colour divisions to accommodate non-four-colour-process aspects of the report, such as additional PMS colours, metallics, transparent inks, embosses, diecuts, special varnishes or other specialized printing considerations will be provided and clearly demonstrated on laser proofs and approved by client.
- All sets of files for electronic media must be accompanied by colour laser proofs demonstrating the on-screen appearance of the final product.

2.7 **Quality Assurance**

The Contractor shall initiate whatever quality control procedures are necessary to achieve error-free components including but not limited to:

- Quality assurance all of the work performed by the Contractor and its sub-contractors;
- Quality assurance of changes to client-supplied typographic elements including word breaks in English and French and text reflow.
- Proof reading all English and French text/copy created by the Contractor or its sub-contractors
- Proofreading all keyed-in changes or corrections to texts performed by the Contractor.
- Reviewing all changes or corrections to images

2.8 **Author's Alterations**

Alterations or any alteration to the design, texts or illustrative matter that is requested by the Project Authority and is not a correction to the Contractor's own work will be identified to the Project Authority before performing the work, along with an assessment of any impacts to the contract amounts, if applicable. The Contractor will complete Author's alterations as directed in writing by the Project Authority.

2.9 **Design Considerations**

All materials produced for the CNSC must respect all applicable Government of Canada and CNSC policies, standards, guidelines and regulations. All materials produced should display the Federal Identity Program, the Canada wordmark, and the correct CNSC corporate colours (if they are part of the approved design). Use of these marks is governed by Government of Canada guidelines available online at: http://www.tbs-sct.gc.ca/fip-pcim/index_e.asp and from the CNSC upon request.

All electronic products must reflect:

- the **Common Look and Feel (CLF) guidelines** published by TBS at <http://www.tbs-sct.gc.ca/clf2-nsi2/index-eng.asp>
- **Communications Policy** : http://www.tbs-sct.gc.ca/Pubs_pol/sipubs/comm/siglist_e.asp
- **Publishing - Policies and Publications**: http://www.tbs-sct.gc.ca/pubs_pol/ciopubs/TB_CP/siglist_e.asp



2.10 Service Standards:

The Contractor's primary point of contact or a designated replacement will be expected to respond to the Project Authority upon notification of any requirement by the Project Authority within four (4) business hours. The Contractor's primary point of contact or a designated replacement will attend an initial consultation meeting within twelve (12) business hours of the Contractor being notified by the Project Authority. The Contractor will provide the initial design concepts for approval by the Project Authority within ten (10) business days of the final consultation and/or design development meeting. The Supplier will deliver the final print-ready files and/or materials to the Project Authority by July 20, 2011.

3. Tasks to be Performed

The Contractor will be required to perform the following tasks:

- design development and refinement;
- layout and design;
- photography/image research and recommendation;
- quality assurance and proofreading;
- production of print and electronic files;
- attending meetings;
- provide project management and advice.

4. Deliverables

The Contractor will deliver the following to the Project Authority:

- Print- and Web-ready files (Native format files using Adobe InDesign CS4);
- high-quality press-ready PDF files and Web-ready PDF files (with active Table of Contents and hyperlinks);
- All associated graphics files and photo image files in native formats (eps, psd, tiff) and MS Word versions of all final text in English and French contained in the production layout files, including all photo and figure caption text and with the insertion points for all photo images and graphics used in the production layout files;
- All photo images and graphics files placed in the layout files, in separate English and French folders, indicating the photo label and the page number where the image has been inserted into the layout file. Photos must also be provided for the HTML version as cropped, full-sized JPGs.

5. Meetings

5.1 Start-up Meeting

Date: No later than the first week of April, 2011

Location: CNSC Head Office, 280 Slater Street, Ottawa, Ontario.

Purpose: To discuss and clarify the proposed approach, workplan and schedule.

5.2 Progress Meetings

Dates: First Progress Meeting to be held no later than mid-April and as required by the Project Authority during the contract period.

Location(s): CNSC Head Office, 280 Slater Street, Ottawa, Ontario.

Purpose: Presentation to the CNSC Project Team and review of potential themes and concepts, discuss project issues, etc.



5.3 Presentation to CNSC President and CNSC Executive Committee Members

Date: To be determined by the Project Authority.

Location: CNSC Head Office, 280 Slater Street, Ottawa, Ontario.

Purpose: To present design concepts to CNSC President and CNSC Executive Committee members and a brief explanation of the strategic considerations behind each concept

6. CNSC Supplied Materials

The Contractor shall return to the Project Authority upon completion of the contract all supplied CDs, DVDs, photos, original material, and other materiel supplied by CNSC for use in the production of the final product. All presentation boards, mock-ups, used in any presentation related to the design development and selection process of the selected design concept.



APPENDIX "B" BASIS OF PAYMENT

1.0 The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

1) The estimated costs to produce both English and French versions of the Annual Report
\$ _____

2) Costs to include redrawing up to 20 charts and graphs (see examples in CNSC's
\$ _____
last year's Annual Report)

3) Typesetting of Financials same as CNSC's last year's Annual Report \$ _____

TOTAL \$ _____



APPENDIX “C”

SCHEDULE OF MILESTONES

Milestone	Percentage of Contract Price
Satisfactory completion of the Annual Report First Design Options	25%
Satisfactory completion of the Annual Report Final Design Option and First Formatted DRAFT Annual Report Document	25%
Satisfactory completion of Full Annual Report Document Formatted for print and Web	25%
Satisfactory Delivery of all Final Deliverables ▪ Print- and Web-ready files (Native format files using Adobe InDesign CS4); ▪ high-quality press-ready PDF files and Web-ready PDF files (with active Table of Contents and hyperlinks); ▪ All associated graphics files and photo image files in native formats (eps, psd, tiff) and MS Word versions of all final text in English and French contained in the production layout files, including all photo and figure caption text and with the insertion points for all photo images and graphics used in the production layout files; ▪ All photo images and graphics files placed in the layout files, in separate English and French folders, indicating the photo label and the page number where the image has been inserted into the layout file. Photos must also be provided for the HTML version as cropped, full-sized JPGs.	25%
Total	100%