



RETURN BIDS TO:

Canadian Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: nafissa.diop@cer-rec.gc.ca

REQUEST FOR PROPOSAL

Comments

This documents contain security requirement.

Proposal To: Canadian Energy Regulator

We hereby offer to sell to Canadian Energy Regulator, 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. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Title		
Court Reporting Services		
Solicitation No.		Date
84084-19-0105		2019-10-29
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MST)
on	2019-11-29	
F.O.B.		
Plant:	<input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address inquiries to:		
Nafissa Diop		
Area code and Telephone No.		Facsimile No. / E-mail
		nafissa.diop@cer-rec.gc.ca
Destination – of Goods, Services, and Construction:		
See herein		

Instructions: See Herein

Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

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

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

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

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Task Authorization Form 572 and any other annexes.

1.2 Summary

The Canadian Energy Regulator (CER) requires Verbatim Reporting Services (VRS) in Calgary, Alberta and at other Canadian locations on an “as and when” requested basis. The Contractor or VRS Provider must provide a complete and accurate verbatim reporting series of official transcripts at CER’s hearings and related conferences in one of the official languages. The Contractor will also be required to provide the transcript in electronic form and multiple corresponding transcript paper copies in printed and bound form within the required time frames.

The Contract will be in effect from date of award for two years with one year option.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to



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the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website”.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to Canadian Energy Regulator (CER) by email to nafissa.diop@cer-rec.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

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Due to the nature of the bid solicitation, bids transmitted by facsimile to Canadian Energy Regulator (CER) will not be accepted.



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All emailed bids must be received before the bid closing date and time. Any email received after the bid closing date and time will not be accepted. Bidders should note the file attachment size limit is 10MB

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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



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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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



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

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **5** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Direct Deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid PDF copies by email,

Section II: Financial Bid PDF copies by email,

Section III: Certifications PDF copies by email,

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

Section I: Technical Bid

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



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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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria



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Mandatory and point rated technical evaluation criteria are included in Annex G.

4.1.1.2 Point Rated Technical Criteria

Mandatory and point rated technical evaluation criteria are included in Annex G.

4.1.2 Financial Evaluation

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

Total evaluated price will be calculated in the manner described below. Quantities identified within the scenario are for evaluation purposes only and will not form part of any resulting contract.

The bid evaluation will be based on the following scenario and the quoted price proposed under **Annex B – Basis of Payment**.

Scenario:

On January 31st, 2020, Canadian Energy Regulator (CER) sends the Contractor a Task Authorization to perform Verbatim Reporting Services.

The hearing is scheduled February 3rd to 7th (5 business days) and will be held in Edmonton, AB. It is estimated that 40,000 words will be typed on a daily basis during the hearing in the English language.

During this period, a request was received for one Audio CD Rom from CER/ for each day of the hearing.

On February 4th, the Contractor received a notice from the CER/ that the hearing will be closing on February 6th.

During the proceeding period, one (1) recess occurred on February 3 with less than two hours of work during the day.

Calculation:

- i. 40,000 words x 3 business days (Feb 4-5-6) x the price per word quoted by bidder ; plus
- ii. 4 business days x price per one Audio CDs per hearing day quoted by bidder; plus
- iii. The cancellation fee option chosen by the bidder under – Cancellation Fee; plus
- iv. The recess fee (Feb 3) option chosen by the bidder ;

The total evaluated price for the Contract period = i + ii + iii + iv



CER will apply the quoted price proposed under **Annex B - Basis of Payment** for year 1, year 2 and 3 of the contract.

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 114 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 200 points.

2. Bids not meeting a, b and 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% technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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



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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity](#)



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Regime website (<http://www.tpsgc-pwgsc.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-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature: _____

Date: _____



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. 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

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

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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



7.1.2.1 Task Authorization Process

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the *Project Authority* within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.



7.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "D". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-)(<https://buyandsell.gc.ca/policy-and->



guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-06), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements and SRCL at Annex C apply and form part of the Contract.

7.3.1.1. The Contractor must, at all time during the performance of the Contract hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

7.3.1.2. The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), or other Canadian government department.

7.3.1.3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC or the CER has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B. CER's Cybersecurity Team may audit the Contractor's Information Technology controls throughout the lifecycle of this contract.

7.3.1.4 The Contractor must follow CER's procedure for In-camera Hearings
The Contractor must sign Non-Disclosure Agreements as and when requested.

7.3.1.5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC or the CER.

7.3.1.6. The Contractor must comply with the provisions of the:

- a). Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b). Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award for two (2) years.



7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to an additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nafissa Diop
Procurement Officer
Canadian Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada, T2R 0A8

Telephone: 403-390-3773

Facsimile: 403-292-5503

E-mail address: nafissa.diop@cer-rec.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: (TBD)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

(To be provided by bidder)

Name: _____

Title: _____



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Organization: _____

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Firm Unit Price(s) - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *the firm unit price(s) in accordance with the basis of payment, in Annex B*, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

7.7.4 Discretionary Audit

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



2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

- a) The Contractor is required to provide the Technical Authority with an invoice identifying the following information:
 - i. Hearing Order number and Task Authorization number;
 - ii. Dates and locations of the hearing sessions
 - iii. Number of hearing days and number of sitting hours/day;
 - iv. Number of actual claimed “words” produced; (see Annex B, Basis of Payment, paragraph 1.0 for definition of “word”).
 - v. Number of pages sold if applicable; specifically, the number of pages of each day’s transcript times the number of each day’s transcripts sold and the number of copies distributed free of charge to the applicant, intervenors and to CER;
 - vi. A copy of the invoices, receipts of all travel and living expenses
 - vii. Number of audio recordings sold.
- b) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- c) Invoices must be distributed as follows:



The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Task Authorization Usage Report;
- (h) Annex E, PWGSC-TSPGC 572 Task Authorization Form;
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



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- a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.13 Salvage

All scrap and waste material will become the property of the Contractor who must remove it from the site

7.14 Government Site Regulations

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

7.15 Insurance - No Specific Requirement

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



ANNEX "A"

STATEMENT OF WORK

1. BACKGROUND:

The Canadian Energy Regulator (CER), formerly the National Energy Board, is Canada's federal energy regulator. CER reports to Parliament through the Minister of Natural Resources. Headquartered in Calgary, Alberta with regional offices in Montréal, Vancouver and Yellowknife, the CER has approximately 500 employees and annual budget of over \$70 million

The CER's roles and responsibilities include:

- Reviewing applications for new energy projects and upgrades to current projects;
- Providing oversight of oil and gas exploration and activities on frontier lands and offshore not otherwise regulated under territorial law or joint federal/provincial accord;
- Deciding what can be transported in pipelines and how much companies are allowed to charge for their services;
- Approving the export and import of natural gas and the export of oil; and,
- Providing Canadians with a neutral source of energy statistics, analysis and information.

CER is a Court of Record. In other words, CER operates very similarly like a civil court and its powers include the swearing-in of witnesses, the subpoena of unwilling witnesses, and the taking of evidence, on which CER makes its decision. CER's deliberations are generally conducted on the basis of filings and evidence made available for the public record. For major applications and inquiries, CER generally holds public hearings at which an applicant and interested persons have full rights of participation in the official language of their choice. During an oral hearing, evidence (submissions, reports, tables, etc.) is discussed through cross-examination, and formal arguments are made. These activities are recorded in hearing transcripts. After the hearing, CER writes a formal Decision or Report.

The evidence, both written and oral, is generally publicly filed and available in CER's offices and on the CER website. The CER website provides immediate and free daily access via the Internet to the CER staff, all Parties and the general public.

1.1 Roles and Responsibilities:

1.2 Parties:

Applicant(s):

This party prepares evidence and/or arguments to support its application, which is then tested in the Hearing.

Intervenors:

Individuals or organizations other than an applicant that present evidence and/or arguments typically related to the area(s) of particular special interest.



CER Hearing Panel:

Commissioners who listen to evidence and eventually prepare the official Decision or report. It is most common for a panel of three Commissioners to be assigned to decide on a given application.

CER Regulatory Officer:

Staff within the CER who arrange the logistics for hearings and supervise the administration of the hearing process. This is the usual contact for the VRS Provider to CER regarding the transcripts and the daily preparations of the hearing.

Technical Authority

CER's contact for the provider of court reporting services regarding the transcripts and the daily operations of the hearing. The Technical Authority is the CER, Secretary and/or a delegated member of the Regulatory Services Team, usually the officiating Regulatory Officer.

Public:

As a court record, hearing records are available to the public and the public makes use of the library or the CER website www.cer-rec.gc.ca for access to transcripts.

2. OBJECTIVE:

The Canadian Energy Regulator (CER) requires Verbatim Reporting Services (VRS) in Calgary, Alberta and at other Canadian locations on an "as and when" requested basis. The Contractor will provide a complete and accurate verbatim reporting series of official transcripts at hearings of CER and related conferences in one of the official languages. The Contractor will also provide the transcript in electronic form and multiple corresponding transcript paper copies in printed and bound form within the required timeframes.

3. STATEMENT OF WORK:

The Contractor must:

- a. Transcribe all proceedings accurately in the layout and style specified by CER (see Section 5.2 below;
- b. Submit an accurate PDF rendition of the transcript to CER using electronic filing and the online form (found on the CER website: www.cer-rec.gc.ca within five (5) hours of the close of each day's proceedings;
- c. Deliver to CER before 7:00 am the day following the close of each day's proceedings, a maximum nine (9) bound printed copies of the transcripts, and provide the electronic versions in MS Word, ASC II, or as otherwise agreed to by the officiating Regulatory Officer on site;



- d. Be capable of providing one hard copy of the transcript to each intervenor and the applicant before 7:00am of the day following the close of each day's proceedings;
- e. Within three (3) days following the close of each day's proceedings, provide CER with a signed copy of the electronic submission receipt and paper renditions of the transcripts;
- f. Within three (3) days of the close of each day's proceedings, provide upon request one CD-ROM copy (with Word, ASC II and PDF versions) to CER;
- g. Create and keep an audio recording on CD-ROM, of the proceedings for six (6) months following the hearing;
- h. Provide CER, upon request and at no additional cost, an audio recording in a CD-ROM format of the daily proceedings;
- i. Label CD-ROMs in a similar manner as hard copies of the transcript;
- j. Allow CER access to any database of its transcripts that may be contracted or maintained by the Contractor;
- k. Be capable of providing the above VR services at various locations throughout Canada;
- l. Be present and ready to begin work at the sitting at least thirty (30) minutes prior to the commencement of the said sitting;
- m. Be capable of providing the above services where more than one CER hearing is occurring at one time;
- n. Provide the Technical Authority with a list of names of the court reporters;
- o. Dress conservatively and in a manner that enhances the professional image of a quasi-judicial tribunal; and
- p. Be capable of providing the above services to hearings in English, and when required, in French, at bilingual hearings.

4. HEARINGS

4.1 Locations:

Hearings may be held at CER's Hearing Room at the second floor of 517 – 10 Avenue S.W. Calgary, Alberta but could be held elsewhere in Calgary, or various locations, including rural locations, throughout Canada. The Contractor is expected to have the resources available to provide the necessary services for multiple, simultaneous hearings to be held at different locations within Canada. CER may also request the Contractor to transcribe certain conferences or other proceedings from time to time, all generally termed as "hearings" for the purpose of this requirement. See paragraph 4.3 for possible locations of hearings.



4.2 Personnel:

CER expects that the Contractor's personnel will be on-site for each hearing.

4.3 Travel:

4.3.1 CER expects to incur "nil" travel costs if a hearing were required at the following locations:

Halifax, Saint John, Fredericton, St. John's, Charlottetown, Montréal, Québec City, National Capital Region (Ottawa, Gatineau); Greater Toronto Area*; Winnipeg, Regina, Calgary, Edmonton, Vancouver, Victoria.

**For the purpose of this Contract, GTA is to be interpreted as meaning the City of Toronto, and the Regional Municipalities of York, Hamilton, Peel and Durham.*

4.3.2 If the Contractor is able to provide "nil" travel costs to any other location in Canada, please indicate in the table under Annex "B", Basis of Payment.

4.3.3 For all other locations not identified in 4.3.1 and 4.3.2, CER will reimburse travel, including airfare, and living expenses incurred based on actual receipts. Meals, incidentals and private vehicle mileage. Travel claims are not to exceed the rates given in the Treasury Board Travel Directive in effect at the time of travel and can be found at:
http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp.

All travel arrangements must be consistent with the provisions of this directive.

4.4 Duration:

Sitting days typically run from 8:30 a.m. to 4:00 p.m. Monday through Friday. However, this could vary from one to ten hours in length, and may include some evening and/or weekends. CER may sit for longer hours than scheduled at any time, on short notice. The length of an entire proceeding can vary considerably. Please see Attachment 1- Historical Information on hearing frequency, location and duration.

4.5 Content:

The subject matter of the hearings is often quite complex in terms of the financial, legal and technical language used (usually related to energy, economic, safety and environmental matters).

4.6 Language:

The CER is required to hear parties or witnesses in their choice of either of the official languages, English and/or French. CER will provide notice of this requirement to the Contractor. The transcripts should only reflect the official language in which the evidence is presented. If



evidence is given in a language other than an official language, the transcript shall include only the official language into which the interpreter appointed by or recognized by CER translates such evidence.

4.7 Security Requirements for Confidential Materials (*In-camera* hearings):

The Contractor will strictly observe these instructions for protection of documents and work. Upon the advice of the officiating Regulatory Officer, the contractor will provide to the Regulatory Officer a complete and accurate list of those portions of the transcript that are classified or protected. Updates to the list will be provided to the officiating Regulatory Officer should any addition or cancellation occur after the first day of the hearing.

Classified or protected portions of recordings and transcripts shall be prepared by the Contractor only for the Technical Authority and for counsel of record that appeared at the particular *in-camera* hearing (applicant and intervener in some cases). All CER copies are to be hand-delivered by the Contractor to the officiating Regulatory Officer before the resumption of the hearing on the day following the *in-camera* hearing, or as otherwise specified. All counsel copies are to be delivered by hand or by other secured method of delivery to a location and time as agreed upon with counsel, with notice to the officiating Regulatory Officer, at the Contractor's expense.

Except as provided in the above paragraphs, classified or protected portions of recordings and transcripts are not to be supplied or remitted to anyone without the prior, written approval of the Technical Authority.

5. TRANSCRIPT SERVICES/PRODUCTS

It is of the utmost importance that the official hard copy and the PDF electronic version of the transcript are accurate and identical for daily and historical research purposes.

5.1 Electronic Data:

The Contractor is required to submit accurate electronic rendition of the transcript in PDF format to CER using electronic filing and the online form within (5) hours of the close of each day's proceedings, and as set out in the Filers' Guide. Please refer to the Filers' Guide for further information (available on CER's website at:

(English) or http://www.cer.gc.ca/efile/guide_e.pdf
(French)). http://www.rec.gc.ca/efile/guide_f.pdf

In addition, the electronic Word and ASCII versions must be sent by e-mail to designated staff within (5) hours of the close of the day's proceedings. Note: The paper copy of the transcript must correspond exactly to the PDF electronic transcript.

An electronic receipt of submission will be e-mailed to the Contractor as proof of filing. This receipt must be printed, signed and sent to CER within three (3) days of the close of each day's proceedings, or as specified by CER.



To submit the transcript files to CER, the Contractor will be required to have Internet connectivity and an Internet browser that can support cookies, java and 128-bit encryption under secure socket layer (SSL). Please refer to the Filers' Guide for configuration information (available on CER's website at http://www.cer.gc.ca/efile/guide_e.pdf (English) or http://www.rec.gc.ca/efile/guide_f.pdf (French)).

The Contractor is responsible for the successful submission of the documents as set out in the Filers' Guide.

5.2 Layout and Style

In consultation with the Contractor, CER reserves the right to make adjustments from time to time to the format and appearance of the hard copy transcript documents. For the purpose of this requirement, each printed transcript page is to be on 20 lb. white bond paper, 85 cm by 60 cm (8 ½ by 11 in.) and must contain no fewer than 30 typewritten lines, excluding 'shoulder notes' at the top of the page, nor fewer than approximately 300 words. The transcripts shall be printed on both sides of each page. CER reserves the right to determine the design and color of the cover. For example of hard copy see transcript provided.

Paragraph numbering will be required on both the hard copy and the electronic copy in order for these copies to correspond exactly. For example, please visit <https://apps.cer-rec.gc.ca/REGDOCS/Item/View/3829027>

6 DELIVERABLES:

6.1 Basic Service Number of Hard Copies for CER:

CER requires one (1) "Official Printed Copy" and eight (8) additional copies, for the total of nine (9) copies, printed and bound and delivered by 7:00 am the day following the close of each day's sitting.

Copies requested by Parties will be at their own cost including courier.

6.2 Audio Recording:

The Contractor will be required to create an audio recording on CD/DVD ROM of the proceedings, which is of sufficient quality to enable a full re-creation of the transcript, if deemed necessary. The Contractor must keep the recording for a period of at least 6 (six) months following the completion of the Hearing.



6.3 Quality:

The accuracy and clarity of transcript material is of the highest importance to CER. CER is always the final arbiter of transcript quality issues. Any inability to deliver satisfactory quality service and/or transcripts could result in termination of the contract.

7. COPYRIGHT AND REPRODUCTION RIGHTS

Copyright shall vest in and remain the property of Canada, and all copies shall contain the following copyright notice:

©Her Majesty the Queen in Right of Canada as represented by the Canadian Energy Regulator

8. CER RESPONSIBILITIES

8.1 CER Contact:

The Technical Authority or his or her delegate will give all instructions related to the services provided on behalf of CER. During a hearing, further instructions relating to services may be provided by the officiating Regulatory Officer.

8.2 Facilities:

During the hearing, CER will provide, without charge to the Contractor, suitable office space, furniture and other facilities at CER's offices. CER will make reasonable efforts to do so at any other place in Canada where CER convenes a Hearing. CER is also responsible for providing a sound system with a hard-wired feed made available for the Contractor at all hearings.

8.3 Operational Notice:

While CER is generally able to give reasonable notice of when hearings are to be held, it is CER's experience that the hearing schedules could change on relatively short notice. CER will give notice via e-mail or fax and the Contractor shall be required to promptly confirm all requests for VRS received to the Technical Authority. The Contractor may charge a cancellation fee, as set out in the Annex B, Basis of Payment, on those occasions when CER provides a cancellation notice to the Contractor.

9. ACCEPTANCE CRITERIA

The work will be monitored regularly for adherence to the Statement of Work. Acceptance will be determined following examination and satisfactory completion and acceptance by the Technical Authority.

10. Attachment List

- Attachment 1- Historical Information on hearing frequency, location and duration (1 page).



ANNEX "B"

BASIS OF PAYMENT

* Applicable taxes are to be excluded from the prices quoted herein *

* Applicable taxes will be added as a separate item on the invoice, if applicable *

Bidders must provide pricing as identified below.

The Contract will be in effect from date of award for two years with one year option.

Price provided for year 1 will form the basis of payment for year 2 and year 3 of the contract.

1. PRICE:

"Basic Service" fee to be billed to the Canadian Energy Regulator (CER):

a firm, fixed rate of \$_____ per "word".

1.1 Word Definition:

For purposes of this requirement, a "word" is defined as 5 characters of content in the submitted electronic transcript file.

The "word" count will be calculated by taking the total content character count in MS Word and dividing this number by five.

1.2 Copies for CER and Parties:

The Contractor provides copies to CER as per Section 5.3 in Annex "A" are free of charge.

Any copies of transcripts requested by applicants and intervenors are billed directly to the parties, not to CER. The CER does not request copies on behalf of parties at hearings and will not incur these costs.

2.0 AUDIO CDs for CER and Parties:

a firm, fixed rate of \$_____ per audio CD with one day's proceedings for CER.

Any copies of transcripts requested by applicants and intervenors are billed directly to the parties, not to CER. The CER does not request copies on behalf of parties at hearings and will not incur these costs.

3.0 BASIC SERVICE

The CER shall use the following "fee for service" structure for the basic service of VRS.

3.1 "Basic Service" must comprise:



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- a) verbatim reporting and transcription;
- b) editing and quality control;
- c) required production facilities for verbatim reporting, production of additional copies and audio recordings;
- d) maintaining required audio recordings;
- e) direct transfer of an accurate PDF rendition of the transcripts to CER using the online form;
- f) direct transfer of a signed copy of the electronic submission receipt and electronic renditions of the transcripts in Word, as well as a PDF and ASCII version;
- g) the 9 hard copies required by CER for each hearing including delivery costs.

4.0 TRAVEL AND LIVING

For the purposes of this proposal, the CER will incur "nil" travel costs if a hearing were required at the following locations:

Halifax, Saint John, Montréal, Québec City, National Capital Region (Ottawa, Gatineau); Greater Toronto Area*; Winnipeg, Regina, Calgary, Edmonton, Vancouver, Victoria.

*For the purposes of this Request for Proposal, GTA is to be interpreted as meaning the City of Toronto, and the Regional Municipalities of York, Hamilton, Peel and Durham.

If the Contractor is able to provide "nil" travel costs to any other location in Canada, please state below:

() Nil travel cost to any other location in Canada; or

() Contractor can provide services to the following locations and not incur travel costs. Any other locations not specified above and on the following list will incur travel cost as specified below:

City



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For all other locations not identified CER will reimburse actual travel, including airfare, and living expenses incurred. Meals, incidentals and private vehicle mileage are not to exceed the rates given in the Treasury Board Travel Directive in effect at the time of travel which can be found at http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp.

All travel arrangements must be consistent with the provisions of this directive, and all actual receipts must be provided for reimbursement.

5.0 DELIVERY COSTS

Any delivery costs incurred must be billed at actual cost, without markup, directly to the party requesting the materials.

6.0 CANCELLATION FEE

6.1 Bidders to choose one of the following options:

- a) Cancellation Fee _____ per day for planned hearing days, notice to be five (5) business days (1 week). Maximum to be \$8,000 for entire Hearing inclusive; or
- b) A flat rate of _____ for the entire Hearing, inclusive. Maximum to be \$8,000; or
- c) \$1,000 per day for planned hearing days, not to exceed \$8,000 total fee for the entire length of the hearing, whichever is less, based on a 48-hour cancellation notice; or

7.0 RECESS FEE (per hearing day)

If a proceeding terminates within less than two hours of the beginning of the day, a recess fee may be charged based on chosen option.

Bidders to choose one of the following options:

- a) A minimum of _____ words to be billed to the Board per hearing day; or
- b) An inconvenience fee of _____ per hearing day.



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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(In following 3 pages)



Contract Number / Numéro du contrat 13-0105
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine National Energy Board/ Canadian Energy Regulatory	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail The NEB has identified a requirement for a dedicated court reporting service provider		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____

Document Number / Numéro du document : _____

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted:
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Security Classification / Classification de sécurité
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PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential / Confidentiel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential / NATO Confidentiel	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

Security Classification / Classification de sécurité
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ANNEX "D"

TASK AUTHORIZATION USAGE REPORT

RETURN TO:
The Canadian Energy Regulator
Email: nafissa.diop@cer-rec.gc.ca

SUPPLIER: _____
CONTRACT NO: 84084-19-0105
DEPARTMENT OR AGENCY: Canadian Energy Regulator

Item No.	Task No. Description	Value of the Task (GST/HST excluded)
(A) Total Dollar Value of Tasks for this reporting period:		
(B) Accumulated Tasks totals to date:		
(A+B) Total Accumulated Tasks:		

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY: _____

SIGNATURE: _____

DATE:



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ANNEX "E"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

(In following 3 pages)



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint
B. Basis of Payment - Base de paiement	See Attached - Ci-joint
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

CER Contracting Authority - Autorité contractante de la Régie

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date



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ANNEX "F"

TO PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX "G"

TO PART 4 OF THE BID SOLICITATION - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Mandatory Technical Criteria

The Mandatory Requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each Mandatory Requirement must be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** provide the necessary documentation to support compliance.

Item No.	Mandatory Technical Criteria (M)	Met /Not Met	Proposal Page#
M1	Bidder must provide detailed and updated resumes for at least five (5) reporters to determine that each of the proposed personnel: Have a minimum of thirty-six (36) months of court reporting experience since July 1, 2013 using proven court reporting techniques.		

2. Point Rated Technical Criteria

Proposals must be concise and must address the criteria listed below, against which each proposal will be evaluated. Items not addressed will be given a score of zero.

Item No	Point Rated Technical Criteria (R)	Maximum Score	Bidder's Score
R1.	The bidder should clearly demonstrate that its "Operations Manager" possesses experience in conducting similar work as described in the SOW. The bidder should provide a description of at least two (2) projects demonstrating that they are comparable in nature: <u>R1.1 The bidder clearly demonstrates the following experience: 25 points</u> a) Length of assignment; (3 points)	50 points	



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	<p>b) Technical complexity (number of simultaneous hearings, short production time limits, electronic document transfer); (10 points)</p> <p>c) Coordinating staff, production and delivery; (6 points) and</p> <p>d) Quality control. (6 points) And</p> <p><u>R.1.2 The bidder clearly demonstrates the following accessibility: 25 points</u></p> <p>e) Accessibility of Operations' Manager at all times; (3 points)</p> <p>f) Ability to make decisions on behalf of the company, and at what level of authority; (9 points)</p> <p>g) Physical location of the Operations Manager; (3 points) and</p> <p>h) Length of time to respond to requests from the Technical Authority, including the possibility of working from a distance from the site of the hearing. (10 points)</p>		
R2	<p>The bidder clearly demonstrates that the reporters who meet the mandatory requirements have experience with:</p> <p>a) Transcribing hearings for matters not related to energy, economy, safety and environment (10 points);</p> <p>b) Transcribing technical matters related to energy, economy, safety and environment in English or French (36 points);</p> <p>c) Transcribing technical matters, as outlined above under b), at bilingual hearings (English and French) (60 points).</p>	60 points	
R3	<p>With respect to "Corporate Capability", the bidder:</p> <p>a) demonstrates access to back-up resources in the event of sickness, etc.; (8 points)</p> <p>b) provides a description of the criteria used when screening employment applications, and how such criteria are applied; (6 points)</p> <p>c) provides a description of any subcontracting plans including access to reporters capable of working in French; (6 points) and</p> <p>d) provides an outline of proposed procedures to manage the service, including quality control procedures, relevant</p>	30 points	



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	forms or check lists used in-house (if any), etc. (10 points)		
R4	<p>With respect to equipment, the bidder's proposal identifies a plan on how they will provide all equipment, suppliers and operators, including high speed printing and binding facilities, necessary in the event simultaneous hearings are conducted (for example: one at CER's offices and one in another city). The plan should:</p> <p>a) identify potential difficulties; (7 points)</p> <p>b) discuss potential solutions with CER/ representative; (8 points)</p> <p>c) provide details;(9 points) and</p> <p>d) be logical. (6 points)</p>	30 points	
R5	<p>Bidder should provide two references (contact name & telephone number) of companies to whom they have provided similar court reporting services. The references should demonstrate:</p> <p>a) overall quality of transcript service provided; (12 points) and</p> <p>b) quality of customer service relations. (8 points)</p>	20 points	
R6	<p>With respect to locations of hearings, bidder should indicate which cities other than those identified in section 4.0 of the Annex B – Basis of Payment that they are capable of providing services without cost of travel to the CER.</p> <p>a) 1 additional location (2 points)</p> <p>b) 2 additional locations (4 points)</p> <p>c) 3 or more additional locations (6 points)</p> <p>d) All additional locations (10 points)</p>	10 points	
	<p>Total Points Available = 200 Minimum Points Required Overall = 114</p>		



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3. Financial Evaluation

Bidder must fill out prices table as per **ANNEX B BASIS OF PAYMENT**

Basis of Selection

: Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

(See section 4.2 of RFP)

THE OVERALL SCORE = TECHNICAL SCORE + FINANCIAL SCORE



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Attachment 1

HISTORICAL INFORMATION ON HEARING FREQUENCY, LOCATION AND DURATION

HEARINGS FROM 1 APRIL 2018 TO 31 MARCH 2019

Company	Project	Hearing Order Number	Total Hearing Days	Location
ExxonMobil Canada Ltd. / EnCana Corporation	ExxonMobil Canada Ltd. Sable Offshore Energy Project Leave to Abandonment application for Goldboro Gas Plant 26" gathering Pipeline / Abandonment of Deep Panuke NEB-regulated facilities	MH-047-2018 MH-049-2018	1	Calgary, AB
NOVA Gas Transmission Ltd.	West Path Delivery Project	GH-002-2018	5	Calgary, AB
Manitoba Hydro	Manitoba-Minnesota Transmission Project	EH-001-2017	10	Winnipeg, MB
Trans Mountain Pipeline ULC	Trans Mountain Expansion Project Reconsideration	MH-052-2018	11	Calgary, AB Victoria, BC Nanaimo, BC
Trans Mountain Pipeline ULC	Detailed Route Hearings for Segment 5 of the Trans Mountain Expansion Project	MH-002-2018 MH-003-2018 MH-008-2018 MH-009-2018 MH-012-2018 MH-013-2018 MH-014-2018	6	Kamloops, BC