

## **RETURN BIDS TO:**

Canadian Energy Regulator Suite 210, 517 Tenth Avenue SW Calgary, AB, Canada T2R 0A8 Bid Email:<u>proposals.propositions@cer-rec.gc.ca</u>

## **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.

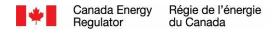
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 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.

89785			
Title			
Security	Support Services		
Solicitati	on No.		Date
84084-1	9-0086		2019-12-16
Solicitati	on Closes		Time Zone
at	02 :00 PM – 14h00		Mountain Standard Time
on	2020-01-30		(MST)
F.O.B. Plant: Destination: Other: D			
Address	inquiries to:		
Jenny G	ong		
Area code and Telephone No. Facsimile No. / E-mail			ile No. / E-mail
	Jenny.gong@cer-rec.gc.ca		
Destination – of Goods, Services, and Construction:			
See here	See herein		

Instructions: See Herein

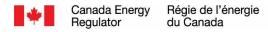
Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to print)	sign on behalf of Vendor/firm (type or
Signature	Date



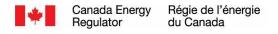
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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

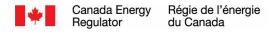
- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- 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, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form and any other annexes.

#### 1.2 Summary

- 1.2.1 The Canadian Energy Regulator (CER) requires the Contractor to provide security services on an "as and when requested" basis throughout Canada. This requirement is for work in Security and Continuity Services including activities related to: security program management, physical security and security event management or other related operational activities in a government environment, as defined in the Statement of Work and in the specific requirements of each Task Authorization.
- 1.2.2 It is Canada's intension to issue up to two (2) Contracts. The period of Contract will be from the date of award for one year, with two additional one year option periods.
- 1.2.3 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 the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (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 <u>2003</u>, 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 the Canadian Energy Regulator (CER) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Due to the nature of the bid solicitation, bids transmitted by facsimile to CER will not be accepted.

Bidders who choose to submit their bids by email should note the file attachment size limit is 10MB. All emailed Bids must be received before the bid closing date and time indicated on page 1 of the bid solicitation. Any email received after the bid closing time will not be accepted.

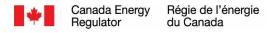
#### 2.3 Former Public Servant

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

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

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

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

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

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

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

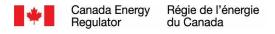
#### **Work Force Adjustment Directive**

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;
- 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 10 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.

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.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid one PDF copy by email, Section II: Financial Bid one PDF copy by email, Section III: Certifications one PDF copy by email,

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

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

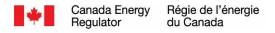
(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy</u> on <u>Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and





 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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.

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.

#### 3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "E" 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

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

#### 3.1.4 SACC Manual Clauses

#### 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

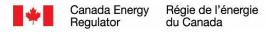
- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

ANNEX F to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection





#### 4.1.1.2 Point Rated Technical Criteria

ANNEX F to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Mandatory Financial Criteria

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

ANNEX F to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection

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

Basis of selection is described in ANNEX "F" To Part 4 of the bid solicitation – Evaluation Procedures and Basis of Selection

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

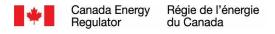
#### 5.2 Certifications Precedent to Contract Award and Additional Information

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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-





#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

#### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.2 Status and Availability of Resources

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

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

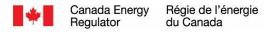
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### 5.2.3.4 Education and Experience

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

Signature:	Date:





#### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - 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.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/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 (SOW) at Annex A.

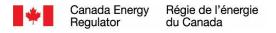
#### 7.1.1 Task Authorization

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

#### 7.1.1.1 Task Authorization Process

- **7.1.1.1** The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex D.
- 7.1.1.1.2 The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- **7.1.1.3** The Contractor must provide the Project Authority, within 10 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.





**7.1.1.4** 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. Minimum Work Guarantee - All the Work - Task Authorizations

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

"Minimum Contract Value" means two (2) percentage of the Maximum Contract Value.

- **7.1.2.2** 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.
- **7.1.2.3** 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.
- **7.1.2.4** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.2 Standard Clauses and Conditions

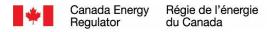
All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services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

#### 7.2.1 General Conditions

<u>2035 (2018-06-21)</u>, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.3 Security Requirements

- **7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- 7.3.1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC.
- **7.3.1.2** The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- **7.3.1.3** The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- **7.3.1.4** The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information. The Contractor will be provided Canada Energy Regulator (CER)'s IT access, as required.



- **7.3.1.5** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- **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 for one year.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jenny Gong Group Leader, Supply Management Canada Energy Regulator Suite 210, 517 Tenth Avenue SW Calgary, AB, Canada, T2R 0A8

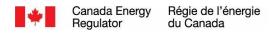
Telephone: 403-470-1748 Facsimile: 403-292-5503 E-mail address: jenny.gong@cer-rec.gc.ca

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 (fill by bidder)

lame: itle <i>:</i>	
ublic Works and Government Services Canad	а
cquisitions Branch	
virectorate:	
ddress:	
elephone:	
acsimile	

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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada

#### 7.7 Multiple Contracts (if applicable)

As more than one contract has been awarded for this requirement of Work specified in the Statement of Work, in Annex A, the Project Authority will contact the best fit contractor based on the requirement to determine if the requirement can be satisfied by that Contractor.

#### 7.8 Payment

#### 7.8.1 Basis of Payment

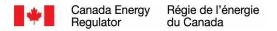
In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable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

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

#### 7.8.2 Limitation of Expenditure- Cumulative Total of all Task Authorizations

- **7.8.2.1** 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.
- **7.8.2.2** 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.
- **7.8.2.3** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75% committed, or





- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**7.8.2.4** 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.

#### 7.8.3 Monthly Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

#### 7.8.4 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)

#### 7.8.5 Discretionary Audit

SACC Manual Clause C0705C . (2010-01-11), Discretionary Audit

#### 7.8.6 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

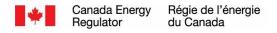
#### 7.9 Invoicing Instructions

**7.9.1** 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 7.9.2 Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

The Project Authority of the Contract



#### 7.10 Certifications and Additional Information

#### 7.10.1 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.

#### 7.11 Applicable Laws

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

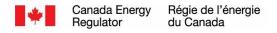
#### 7.12 **Priority of Documents**

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;
- (c) 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 (SRCL);
- (i) Annex D, Task Authorizations Form;
- (j) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

#### 7.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement



#### ANNEX "A"

#### STATEMENT OF WORK

#### Security Support Services

#### 1.0 Background

The Canadian Energy Regulator (CER) is an independent federal regulator that reports to Parliament through the Minister of Natural Resources. It makes decisions and recommendations on applications for pipeline facilities that cross international or interprovincial borders, associated tolls and tariffs, international power lines and certain energy export and import authorizations. In specified areas the CER has regulatory responsibilities for oil and gas exploration and production activities. The CER regulates companies to conduct their activities safely in order to eliminate or reduce risk for the public, workers, the environment, and property over the full lifecycle of an energy infrastructure project.

#### 2.0 Statement of Work

The Canadian Energy Regulator (CER) requires the Contractor to provide security services on an "as and when requested" basis throughout Canada. This requirement is for work in Security and Continuity Services including activities related to: security program management, physical security and security event management or other related operational activities in a government environment, as defined in the Statement of Work and in the specific requirements of each Task Authorization.

#### 2.1 Security Program Management

The development of recommendations and security strategy for senior management and executives concerning any relevant data from service providers, transformation teams, project management teams and operational teams as it relates to agency security management activities, governance, planning, and security control procedures (security screening, physical security, business continuity management, security in contracting, information management (IM) security, security event management, investigations and security awareness and training).

#### 2.2 Physical Security

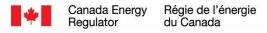
Provide services to assist the CER in implementing and maintaining controls to meet physical security requirements such as but not limited to:

- i. Conducting enterprise and focused security risk assessments;
- ii. Conducting security inspections;
- iii. Assist with defining security requirements for facilities and activities; and
- iv. Assist with analyzing threats and vulnerabilities, analyzing access records, reviewing the results of security assessments, security inspections and post-incident analysis.

#### 2.3 Security Event Management

Provide services to assist the CER in implementing and maintaining controls to meet security event management requirements and practices such as but not limited to:





- i. Conduct assessments and sharing information related to security threats, vulnerabilities and events that may impact the CER;
- ii. Review, develop or update processes and measures to achieve and maintain a baseline readiness level, and to enable increased levels of security;
- iii. Conduct administrative investigations of security incidents thoroughly, impartially and in a manner that ensures the protection of evidence, respects the rights of individuals, and does not hinder civil or criminal proceedings;
- iv. Conduct post-incident analysis to enable the application of corrective actions and to support process improvement; and
- v. Provide security advice and services for events that are managed, planned or hosted by the CER. Specifically, services will include but not be limited to the following activities:
  - Completing a security site inspection of the potential venue(s);
  - Completing a security risk assessment for the event or venue(s);
  - Preparing any security plans based on the risk assessment activity;
  - Assisting with or making necessary security preparations for the event;
  - Assisting with or coordinating security during the event;
  - Liaising with appropriate agency and external authorities before, during and after the event; and
  - Assisting or completing post-incident analysis.

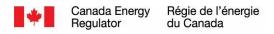
#### 3. Context

In the course of this work, resources may be required to provide project management assistance with any or all of the services detailed above to other professionals whose tasks fall within the CER program initiatives.

#### 4. Tasks

The specifics of each services requirement will be provided in a task authorization that will include a detailed statement of work, define deliverables, specific resource requirement, cost and information about the dates of work. Work performed under this contract will be performed under the direction of the assigned technical authority.





#### 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 \*

All-inclusive FOB Destination price for the provision of all but not limited to supplies, materials, and services to perform the work in accordance with Annex "A" – Statement of Work through the Task Authorization (TA).

Position	a- Estimated Usage Per Year (hours)	b- Hourly Rate From date of award for one year (TBD)	c- Hourly Rate Option Year One:	d- Hourly Rate Option Year Two:
1. Security Program Management	500	\$/hour	\$/hour	\$/hour
2. Physical Security	200	\$/hour	\$/hour	\$/hour
3. Administrative Investigations	200	\$/hour	\$/hour	\$/hour
4. Security Event Management	1000	\$/hour	\$/hour	\$/hour
Subtotal Amount (position 1 to 4)		\$ (I=a x b)	\$ (II=a x c)	\$ (III=a x d)
**Total Amount (I + II + III)			\$	

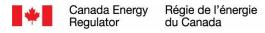
\*\*The quantities as shown in Annex "B" are estimated usages, and for evaluation purposes only, and will not form part of the final Contract.

#### Notes:

- **1.1** The Crown will not accept any Travel and Living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of any resulting contract.
- **1.2** Travel costs are excluded from this bidding process. The Contractor will be reimbursed for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

Estimated Travel Costs: <u>\$30,000/per year</u> (Do not participant in financial evaluation)





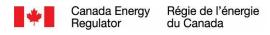
- **1.3** All travel must have the prior authorization of the Project Authority.
- **1.4** All payments are subject to audit by Government of Canada or its authorized contractors or consultants.



#### ANNEX "C"

#### SECURITY REQUIREMENTS CHECK LIST

Attached in pdf in 3 pages

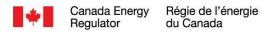


#### ANNEX "D"

#### TASK AUTHORIZATION FORM

TASK AUTHORIZATION					
Contractor:			Contract Number:		
Commitment Number:		Financia	I Coding:		
Task Number:		Date:			
	TA Re				
(1	For completion by T	echnical Aut	hority)		
1. Description of Work to be Pe	erformed				
	Statemen	t of Work			
	[Insert o	details]			
De	escription of any De	eliverable(s) r	equired		
2. PERIOD OF SERVICES 3. Work Location	From:		_ To:		
	[Indicate where the	•	enonnedj		
4. Travel Requirements	-	ecify:			
5. Other Conditions /Restraints	□ Yes □ No Specify:				
6. Task Proposal ( insert rows as required) Check (□):					
7. LEVEL OF SECURITY CLEA			NTRACTOR'S	S PERSONNEL	
Reliability Status Secret	Top Secret C	other			
8. BILINGUALISM (if applicable	e)				
		S			
List of the categories of personne					
	TA Pro [For completion	by Contracto	or]		
9. Estimated Cost Contract <in< td=""><td></td><td></td><td>Estimate d</td><td>Total anat</td></in<>			Estimate d	Total anat	
Category (Level) and Name of Proposed Resource	File Number	Diem Rate	# of Days	Total cost	
		Diomitato	" of Dayo		
Professional services estimated cost	Total <u><tbd></tbd></u>				
	GST				
Travel & Living	Grand Total Estimated Cost				
The vor a Living	GST				
	Total Travel & Living Cost				
Grand Total for Labour and Travel <tbd></tbd>				<tbd></tbd>	





TA Approval			
10. Signing Authorities			
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date	
Name, Title and Signature of Individual Authorized to Sign on Behalf of the CER	CER – Technical Authority	Date	
Name, Title and Signature of Individual Authorized to Sign on Behalf of CER	CER- Contracting Authority	Date	
11 Basis of Payment & Invoicing		•	

#### 11. Basis of Payment & Involcing

In Accordance with the article entitled "Basis of Payment" in the Contract.

Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.

Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.

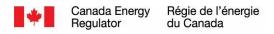
#### \* Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector, shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from CER regulated companies and, for the duration of this Contract, agrees to:

- Maintain confidentiality in all work conducted for the CER;
- Maintain the independence of its staff working on CER projects from its staff who may be working for CER regulated companies on other projects;
- Not represent or work for parties or participants involved in any CER proceeding (including the applicant or interveners) if it has been contracted by the CER to provide services on said proceeding.
- Disclose any conflict of interest.





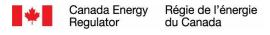
#### ANNEX "E" to PART 3 OF THE BID SOLICITATION

#### **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 "F"

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

#### A) Evaluation Procedures

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.

The technical bid should clearly, and in sufficient depth, address the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating statements contained in the bid solicitation is not sufficient. The Bidder should explain and demonstrate how it proposes to meet the requirements and how it understands and will carry out the Work. Any bid which fails to meet one or more of the mandatory requirements will be deemed non-responsive. Point rated evaluation criteria not addressed will be given a score of zero.

All Suppliers are advised that only listing experience (i.e. copying and pasting the services from the Category descriptions detailed in Annex "A" – Statement of Work for Services, without providing any supporting data to describe when, where and how such experience was obtained) will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

#### 1 Technical Evaluation

#### 1.1 Mandatory Technical Criteria (Step 1)

The Bidder must complete the Mandatory table and enter a "Y" for "Yes" or "N" for "No" in the "Met" column and provide the appropriate deliverables. Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

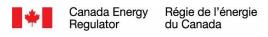
Bidder should provide cross-reference to its proposal where criteria is met.

	MANDATORY REQUIREMENTS	5	
	Description of Requirement	Cross Reference to where criteria is met in the proposal	Met Yes/No
M1.	The Bidder must demonstrate having at least four resources, each with a minimum ten years of experience in a security field, in support of Government of Canada programs and initiatives. Resources must be located in multiple (two or more) Regions across Canada. <b>Definitions</b> For the purposes of this evaluation, Canadian Regions include: Pacific, Prairies, ON/QC and Atlantic.		





I		
The Bidder must demonstrate they are able to provide services in both English and French.		
The Bidder must demonstrate and describe experience providing strategic security program services to at least three different Government of Canada entities in the last five years (from the date of bid closing). Strategic security program services include projects such as i. Department-Wide Security Risk Assessments; ii. Departmental Security Plans; and/or iii. Departmental Security Program Reviews / Audits		
The Bidder must demonstrate they have conducted administrative investigations to at least three Federal Government of Canada departments, agencies or Crown Corporations in the past five years (from the date of bid closing).		
<b>Definitions:</b> An administrative investigation is a systematic process of gathering evidence in order to prove or disprove the validity of a set of allegations upon which a decision by management can be taken. An administrative investigation is a distinct and independent process from a criminal investigation.		
The Bidder must demonstrate they have experience directly planning and providing security services for public events to at least three different Government of Canada or private entities, or combination thereof, in the last five years from the date of bid closing. Event protective security services include planned public events run by, or on behalf of a Government or private entity		
<ul> <li>Definitions: <ol> <li>Public event is any event open for the general public (i.e. Town Hall, Engagement Session, and Judicial Proceeding).</li> <li>Planned event is an event that allows relevant agencies/departments sufficient lead-time to consider, discuss and implement security management.</li> </ol></li></ul>		
The Bidder must demonstrate they have experience conducting general security risk assessments, focused risk assessments or dynamic risk assessments in relation to the protection of senior government officials for at least two Government of Canada entities in the last five years (from the date of bid closing). Senior government officials may include: Governor in Council Appointees, Department/Agency Deputy Heads, CEOs of Crown Corporations, or other similar senior officials.		
	The Bidder must demonstrate and describe experience providing strategic security program services to at least three different Government of Canada entities in the last five years (from the date of bid closing). Strategic security program services include projects such as i. Department-Wide Security Risk Assessments; ii. Departmental Security Plans; and/or iii. Departmental Security Program Reviews / Audits The Bidder must demonstrate they have conducted administrative investigations to at least three Federal Government of Canada departments, agencies or Crown Corporations in the past five years (from the date of bid closing). Definitions: An administrative investigation is a systematic process of gathering evidence in order to prove or disprove the validity of a set of allegations upon which a decision by management can be taken. An administrative investigation is a distinct and independent process from a criminal investigation. The Bidder must demonstrate they have experience directly planning and providing security services for public events to at least three different Government of Canada or private entities, or combination thereof, in the last five years from the date of bid closing. Event protective security services include planned public events run by, or on behalf of a Government or private entity Definitions: i. Public event is any event open for the general public (i.e. Town Hall, Engagement Session, and Judicial Proceeding). ii. Planned event is an event that allows relevant agencies/departments sufficient lead-time to consider, discuss and implement security management. The Bidder must demonstrate they have experience conducting general security risk assessments, focused risk assessments or dynamic risk assessments in relation to the protection of senior government officials for at least two Government of Canada entities in the last five years (from the date of bid closing). Senior government officials may include: Governor in Council Appointees, Department/Agency Deputy Heads, CEOs of Crown	services in both English and French. The Bidder must demonstrate and describe experience providing strategic security program services to at least three different Government of Canada entities in the last five years (from the date of bid closing). Strategic security program services include projects such as i. Departmental Security Plans; and/or iii. Departmental Security Program Reviews / Audits The Bidder must demonstrate they have conducted administrative investigations to at least three Federal Government of Canada departments, agencies or Crown Corporations in the past five years (from the date of bid closing). Definitions: An administrative investigation is a systematic process of gathering evidence in order to prove or disprove the validity of a set of allegations upon which a decision by management can be taken. An administrative investigation is a distinct and independent process from a criminal investigation. The Bidder must demonstrate they have experience directly planning and providing security services for public events to at least three different Government of Canada or private entities, or combination thereof, in the last five years from the date of bid closing. Event protective security services include planned public events run by, or on behalf of a Government or private entity Definitions: i. Public event is any event open for the general public (i.e. Town Hall, Engagement Session, and Judicial Proceeding). ii. Planned event is an event that allows relevant agencies/departments sufficient lead-time to consider, discuss and implement security management. The Bidder must demonstrate they have experience conducting general security risk assessments, focused risk assessments or dynamic risk assessments, focused risk assessment of Canada adenities in the last five years (from the date



### 1.2 Point Rated Requirements (Step 2)

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%-49%	The response is deficient. Bidder receives 0%-49% of available points for this element.
50%-69%	The response includes some information and understanding that is relevant to the stated criteria but is also missing substantial information and does not demonstrate a full range of understanding for all the elements of the stated criteria. Bidder receives 50%-69% of available points for this element.
70%-84%	The response includes most of the information required to be complete and an understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70%-84% of the available points for this element.
85%-99%	The response includes a substantive amount of the information required to be complete and clearly demonstrates a full understanding of all of the elements of the rated criteria. The Bidder receives 85%-99% of available points for this element.
100%	The response is complete. Information provided demonstrates a full range of in- depth understanding of all of the elements of the rated criteria. Bidder receives 100% of available points for this element.

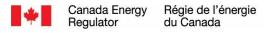
POINT RATED REQUIREMENTS										
	Description of Requirement	Cross Reference to where criteria Bidd is met in the Poin proposal								
R1	The bidder has demonstrated investigative resources proposed have a minimum of ten years investigative experience. (Maximum 15 points) 10-12 years = 5 points 13-15 years = 10 points >15 years = 15 points									
	<ul> <li>The bidder's proposed resources collectively demonstrate attainment of professional Certification: (1 point per certification to maximum 7 points)</li> <li>CPP: Certified Protection Professional</li> <li>PSP: Physical Security Professional</li> <li>PCI: Professional Certified Investigator</li> <li>CFE: Certified Fraud Examiner</li> <li>CSPM: Certified Security Project Manager</li> <li>CSMP: Certified Security Management Professional</li> <li>ABCP: Associate Business Continuity Professional</li> </ul>									





R3.	The Bidder has demonstrated provision of strategic security services to Government of Canada departments/agencies in the last five years (from the date of bid closing). (Maximum 15 points)	
	3 Projects = 5 points 4-5 Projects = 10 points >5 projects = 15 points	
R4.	The Bidder has demonstrated administrative investigations completed for federal government departments/agencies in the last five years (from the date of bid closing). (Maximum 15 points)	
	3-5 Investigations = 5 points 6-10 Investigations = 10 points >10 Investigations = 15 points	
R5.	The Bidder has demonstrated planning and provision of public event security services to Government of Canada departments/agencies or private entities in the last five years (from the date of bid closing). (Maximum 15 points)	
	3 Public events = 5 points 4-5 Public Events = 10 points >5 public Events = 15 points	
R6.	The bidder has demonstrated security risk assessments completed for Government of Canada departments/agencies in the last five years (from the date of bid closing). (Maximum 15 points)	
	<ul> <li>2-3 Assessments = 5 points</li> <li>4-5 Assessments = 10 points</li> <li>&gt;5 Assessments = 15 points</li> </ul>	
R7.	The Bidder has demonstrated knowledge of Canada's energy sector, as it relates to public engagement and quasi-judiciary review processes. This can be demonstrated through security- related projects within the Energy Industry and/or Government Sector (from the date of bid closing). (Maximum 15 points)	
	1-2 Projects = 5 points 3-5 Projects = 10 points >5 Projects = 15 points	
	1	





R8	The bidder has demonstrated a working knowledge of the TBS Policy on Government Security and the TBS Operational Security Standard on Physical Security. This is demonstrated through leading or supporting physical security-related projects (i.e. Physical Security TRA's, Security Design Briefs, and Physical Security Inspections) for the Government of Canada (from the date of bid closing). (Maximum 15 points) 3 Projects = 5 points 4-5 Projects = 10 points >5 Projects = 15 points							
	TOTAL MAXIMUM POINTS							

#### 2. Financial Evaluation (Step 3)

**2.1** The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Contract.

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

- **2.2** The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.
- **2.3** The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

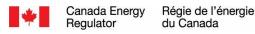
#### B). Basis of Selection - Highest Combined Rating of Technical Merit and Price

- **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 84 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 112 points.

- **2.** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- **3.** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% 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 70%.
- **5.** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.





- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

#### 8 Number of Contracts

It is Canada' intention to issue up to two (2) Contracts, on the basis of the CER's operations requirements.



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## SECURITY REQUIREMENTS CHECK LIST (SRCL)

	CATION DES EXIGENCES REI		ÉCURITÉ (LVERS)	n na malala yang na Arnanasa ngabara
PART A - CONTRACT INFORMATION / PARTIE A		12 Branch	or Directorate / Direction géné	irala ou Diraciion
1. Originating Government Department or Organizati Ministère ou organisme gouvernemental d'origine				
3. a) Subcontract Number / Numéro du contrat de so		Address of Subas	Performance + Resul	<u>ts</u>
3. a) Subcontract Number / Numero du contrat de so	US-Ifanance o, by Name and	Address of onord	ntiación a naonn ar sanassa an s	ous-nanan
4. Brief Description of Work / Brève description du tra	avail	· · · · ·		
······································				
Supplayed L		Luchas may	* *	
In the mental of	ecurity support, as a	nd when leg	ured.	
5. a) Will the supplier require access to Controlled G	oode2			V No Yes
Le fournisseur aura-t-il accès à des marchandis	es contrôlées?			
5. b) Will the supplier require access to unclassified r		provisions of the T	echnical Data Control	
Regulations?	finitary (bonnical data subject to the	provisions of the 1	Cominda Data Comio	
Le fournisseur aura-t-il accès à des données ter	chniques militaires non classifiées q	ui sont assujetties :	aux dispositions du Règlement	
sur le contrôle des données techniques?			•	
<ol><li>Indicate the type of access required / Indiquer le type</li></ol>	ype d'accès requis			
6. a) Will the supplier and its employees require acce	ess to PROTECTED and/or CLASSI	FIED information o	assets?	No Ves
Le fournisseur ainsi que les employés auront-lis	accès à des renseignements ou à i	ies blens PROTÉG	ÉS et/ou CLASSIFIÉS?	L Non 人 Oui
(Specify the level of access using the chart in Q				•
(Préciser le niveau d'accès en utilisant le tablea 6. b) Will the supplier and its employees (e.g. cleaner	u qui se trouve à la question 7. c)			
B. D) Will the supplier and its employees (e.g. cleane) PROTECTED and/or CLASSIFIED Information of		access to restricted	access areas? IND access to	No Yes
Le fournisseur et ses employés (p. ex. nettoyeu	rs nersonnel d'entretien) auront-ils	accès à des zones	d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG	ÉS et/ou CLASSIFIÉS n'est pas au	orisé.		
6. c) is this a commercial courier or delivery requirem	ent with no overnight storage?		·····	No Yes
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entreposage	de nuit?		
7. a) Indicate the type of information that the supplier	will be required to access / Indique	le type d'information	on auquel le fournisseur devra	avoir accès
Canada 🔽			Foreign / Étranger	
			rotogn / Euchgor	
7. b) Release restrictions / Restrictions relatives à la c				·
No release restrictions	All NATO countries Tous les pays de l'OTAN		No release restrictions Aucune restriction relative	
à la diffusion	Tous les pays us to that		à la diffusion	
Not releasable				
À ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
I				
Specify country(les): / Préciser le(s) pays :	Specify country(ies): / Préciser le(	s) pays :	Specify country(les): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'Information				
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A LÁ	NATO NON CLASSIFIÉ		PROTÉGE A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION RESTREINTE		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL	^^	PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET	a de la constante da la constan A constante da la constante da l	CONFIDENTIAL CONFIDENTIEL	The second s
	NATO SECRET COSMIC TOP SECRET		SECRET	
SECRET	COSMIC TOP SECRET		SECRET	
SECRET			TOP SECRET	
TRES SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRES SECRET (SIGINT)	
	[1] M. Gardellin, Phys. Rev. Lett. 1995 (1996) 1100 [Mathematical Solution of Mathematical Solution of Math Mathematical Solution of Mathematical Solution of Mathematic		THEO OLONET (DIOINT)	A start of the

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8. Will the sup Le fournisse	inued) / PARTIE A (suite) plier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? sur aura-t-ll accès à des renseignements ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui								
	If Yes, Indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :									
9. Will the sup	plier require access to extremely sensitive INFOSEC information or assets? eur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Non Oui								
Document	) of material / Titre(s) abrégé(s) du matériel : lumber / Numéro du document :									
	SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) el securily screening level required / Niveau de contrôle de la sécurité du personnel requis									
	RELIABILITY STATUS COTE DE FIABILITE CONFIDENTIAL CONFIDENTIAL TOP SECRET TOP SECRET									
		OP SECRET RÈS SECRET								
	SITE ACCESS ACCÈS AUX EMPLACEMENTS									
	Special commentaires spéciaux: <u>Contractor(s)</u> required to process Protected Information issued an NEB laptop	will be								
	ISSUED an NEB 14p10p NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont reguls, un guide de classification de la sécurité doit être f									
	creened personnel be used for portions of the work?	No Yes								
If Yes, v	onnel sans autorisation sécuritaire peut-il se voir confier des parties du travall? /ill unscreened personnel be escorted? ffirmative, le personnel en question sera-t-il escorté?	Non Oul No Yes Non Oui								
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)									
	DN / ASSETS / RENSEIGNEMENTS / BIENS									
premise		No Yes Non Oul								
Le fourn CLASSI	isseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des blens PROTÉGÉS et/ou FIÉS?									
	supplier be required to safeguard COMSEC information or assets? isseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Non Oul								
PRODUCTIC	N									
occur at Les insta	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 CLASSIFIE?									
INFORMATIC	N TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	annun 1920 - 13								
informat Le fourn	upplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED on or data? isseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des ements ou des données PROTÉGES et/ou CLASSIFIÉS?	No Yes Non Oui								
Dispose	be an electronic link between the supplier's IT systems and the government department or agency? ra-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence ementale?	No Yes Non Oui								

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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(les) 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

Calegory	PROTECTED		ćn	CLASSIFIED			NATO				COMSEC					
Calégorie																
	A	в	с.	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO Secret	COSMIC TOP		OTECT OTEG		CONFIDENTIAL	SECRET	TOP SECRET
				Confidentiel.		TRÈS Secret	NATO DIFFUSION Restreinte	NATO Confidentiel		SECRET COSMIC TRÉS SECRET	A	B	c	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens	X	X														
Production	<u> </u>	r	$\vdash$						1		1		1			
		<b> </b>	<u> </u>			<u> </u>	·									
IT Media / Support TI																
IT Link /			-			1										
Lien électronique	I	1	L	L		I				1	1		I		_!	ļļ
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travall visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.									Yes Out							
								Yes Oui								
lf Yes, classif attachments ( Dans l'affirma « Classificatic des plèces joi	e.g. tive on d	SE0 , cia e sé	CRE	T with Attach ier le présent	ments). formulai	re en ind	iquant le niv	eau de sécu	rité dans	la caso ir	ntitule	ée				

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