



### 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](mailto:nafissa.diop@cer-rec.gc.ca)

### REQUEST FOR PROPOSAL

#### Comments

NA

### 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.

<b>Title</b>		
<b>Audio Visual Services</b>		
<b>Solicitation No.</b>		<b>Date</b>
84084-20-0015		2020-06-02
<b>Solicitation Closes</b>		<b>Time Zone</b>
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Standard Time (MDT)</b>
<b>on</b>	<b>2020-07-17</b>	
<b>F.O.B.</b>		
<b>Plant:</b>	<input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/>
		<b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>		
Nafissa Diop		
<b>Area code and Telephone No.</b>		<b>Facsimile No. / E-mail</b>
		<a href="mailto:nafissa.diop@cer-rec.gc.ca">nafissa.diop@cer-rec.gc.ca</a>
<b>Destination – of Goods, Services, and Construction:</b>		
<b>See herein</b>		

**Instructions:** See Herein

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



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**Solicitation No.** 84084-20-0015

**Closing Date and Time:** Friday, July 17, 2020

**Audio Visual Services**

2:00 PM MDT

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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 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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

The Canadian Energy Regulator CER is seeking a task based contract to provide reliable AV services at CER hearings, engagements, and other events throughout Canada, with the exception of areas subject to Comprehensive Land Claim Agreements (CLCA).

The services are required on an “as and when requested basis”. For hearings, the contracted technical resources would perform the work in conjunction with the CER hearing manager and take direction from CER onsite technical resource.

The Contract will be in effect from date of award for one year with the option to extend for two (2) additional one-year periods

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”



### 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](mailto:nafissa.diop@cer-rec.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Bid Closing Date and Time

**Date:** July 17, 2020

**Time:** 2:00 PM (MDT)

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

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** (  )

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.

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.

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**

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**



Financial Evaluation are included in Annex G

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

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

#### **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 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 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).



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

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		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 Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.



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

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

### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

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.

### **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 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

#### **6.1.2 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.

##### **6.1.2.1 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 D.
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.

#### **6.1.2.2 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.

#### **6.1.2.3 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.

## 6.2 Standard Clauses and Conditions

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

### 6.2.1 General Conditions

[2035 \(2018-06-21\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 6.3 Security Requirements

There is no security requirement applicable to the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to TBD inclusive



## 6.4.2 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-year period(s) 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.

## 6.5 Authorities

### 6.5.1 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](mailto: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.

### 6.5.2 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.

### 6.5.3 Contractor's Representative

(To be provided by bidder)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_





Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **6.6 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.

## **6.7 Payment**

### **6.7.1 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.

### **6.7.2 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.

### **6.7.3 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

### **6.7.4 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)

### **6.7.5 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.

## **6.8 Invoicing Instructions**

- a) The Contractor is required to provide the Technical Authority with an invoice identifying the following information:
  - i. Task Authorization number;
  - ii. Dates and locations of the sessions
  - iii. Number of days and number of sitting hours/day;
  - iv. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 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.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE



becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract

## 6.10 Applicable Laws

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

## 6.11 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;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Usage Report;
- (f) Annex D, PWGSC-TSPGC 572 Task Authorization Form;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## 6.12 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:
  - 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.



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### **6.13 Salvage**

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

### **6.14 Government Site Regulations**

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

### **6.15 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**

#### **Title: Audio Visual Services**

#### **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 holds public hearings at which proponents and interested persons have full rights of participation in the official language of their choice. For bilingual hearings, interpreters need to be connected to the audio-visual system for live web feeds. Also during an oral hearing, evidence (submissions, reports, tables, etc.) is discussed through cross-examination, and formal arguments are made. Visual displays of court evidence and exhibits are used for the Panel, Chair and participants of the proceedings. These activities are recorded in hearing transcripts by court reporters that require the use of the audio-visual system for capturing the court proceedings.

#### **Requirement:**

The CER is seeking a task based contract to provide reliable AV services at CER hearings, engagements, and other events throughout Canada, with the exception of areas subject to Comprehensive Land Claim Agreements ( CLCA).

Potential locations could include, but are not limited to:

- Alberta – Calgary, Edmonton, Peace River, Grand Prairie
- Saskatchewan – Regina, Saskatoon, Prince Albert
- Manitoba – Winnipeg, Brandon
- Ontario - Kenora, Thunder Bay, North Bay, Kingston, Ottawa/Gatineau
- Quebec – Montreal, Quebec City
- New Brunswick - Saint John, Moncton, Fredericton
- British Columbia –Vancouver, Victoria, Lower Mainland and southern interior, north east Chetwynd, Fort St. John



- Northwest Territories – Inuvik, Norman Wells, and southern communities

The services are required on an “as and when requested basis”. For hearings, the contracted technical resources would perform the work in conjunction with the CER hearing manager and take direction from CER onsite technical resource.

Historical locations of hearings can be found at the Past Hearings Link <http://www.CER-one.gc.ca/prtcptn/hrng/hrngnspst-eng.html>

**Deliverables:**

Provide services including, but not limited to:

- i. Provision of AV services on an as and when required basis throughout Canada except within areas subject to CLCA;
- ii. Installation, setup, operation and dismantling of audio video and simultaneous interpretation and other related conference equipment;
- iii. Active audio and video production of the contracted equipment to meet the needs of the hearing;
- iv. Effective control of audio and visual levels in room and sent to remote devices/webcasters; and
- v. Minimal down time through planning and onsite backup equipment.
  - a. Appropriate backups will be employed and available onsite and in production (hot backups) to ensure any single point of failure including but not limited to, all equipment, cables and networks and capture and transmission devices used in the production and in the transmission of the in-room audio and video webcast can be quickly remedied (within minutes).
- vi. Testing before each hearing day, a test of all audio and video equipment will be performed. The CER typically makes all remote communication connections 30 minutes prior to each hearing day and perform end to end testing to an internet enabled workstation. Testing will be performed to the satisfaction of the CER onsite tech resource.

**ANNEX "B"****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 in accordance with the basis of payment specified in the authorized TA. The firm prices per category of equipment are per Annex B. Customs duties are included and Applicable Taxes are extra.

\* 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 \*

All cables, connectors, converters and other necessary accessories are included within the line items.

	<b>Main equipment category</b>	<b>Unit of Issue</b>	<b>Rate CAD \$</b>
	<b>Visual and Display Products:</b>		
a.	96 x 96 tripod screens (inch)	Per day	
b.	84 x 84 tripod screens	Per day	
c.	Rear projector screen 84 X 84	Per day	
d.	LCD Projector 2500 LUM with cart and skirt	Per day	
e.	LCD Projector 4000 (or higher) LUM with cart and skirt	Per day	
f.	Minimum 24 inch 16:10 LCD Monitor with stand	Per day	
g.	50 inch Display Monitors with Stand	Per day	
h.	60 inch Display Monitors with Stand	Per day	
i.	70 inch Display Monitors with Stand	Per day	
j.	80 inch Display Monitors with Stand	Per day	
	<b>Audio Products</b>		
k.	Participant Microphones – digital, programmable and addressable with table stand and supporting control equipment	Per day	
l.	Compact Disc Player	Per day	





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m.	Music CDs for breaks	Per day	
n.	Mixer, typical 8+4 Channel (as a minimum)	Per day	
o.	Digital Mixing Console – 16 channel	Per day	
p.	Graphic Equalizer	Per day	
q.	Digital Speaker Processor	Per day	
r.	Powered Speaker with Stand	Per day	
s.	Wireless Microphone / Lapel Receiver	Per day	
t.	Wireless hand held mic with table stand	Per day	
u.	Wireless lapel mic	Per day	
v.	Floor stand for wireless mic	Per day	
w.	Table stand for wireless mic	Per day	
x.	Kit – 1 receiver, 1 handheld mic / transmitter and 1 lapel mic and belt pack transmitter	Per day	
y.	Analogue digital telephone interface	Per day	
	<b>Meeting Support and Other Services</b>		
z.	Participant / Speaker Timers with Display	Per day	
aa.	Outlet A/C Power Bar	Per day	
bb.	Ethernet Switch 8 Port 100 / 1000	Per day	
cc.	Stanchions	Per day	
dd.	Video Codec –IP based video codec with PTZ camera (example – equivalent to CISCO C40) with minimum 10 x optical zoom.	Per day	
ee.	Lighting – Various including compact LED lighting with colour control from 3,000k to 6,000 k.	Per day	
ff.	Bilingual Interpretation System including:	Per day	



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	Interpretation booth with 7/2 interpreter console, 3 headphones, desk lamp, System Interpretation Sign and Easel		
gg.	IR Transmitter with IR delegate receiver	Per day	
hh.	Delegate headphones – quantity 50 per box	Per box	
ii.	Transportation costs (up to and including 100 km)	Per km	
jj.	Transportation costs ( over 100 km)	Per km	
kk.	Labour – Set up	Per hour	
ll.	Labour - Take Down	Per hour	
mm.	Labour – Operational during event ( up to 8 hours per day)	Per hour	
nn.	Back-up equipment	Per day	At a discount of X percent of daily rate. Propose X
oo.	Overtime labour rate (when working over 8 hours per day)	Per hour	

**CANCELLATION FEES**

Should an event be cancelled within twenty-four (24) hours prior to the start of the event set-up, the Contractor will be paid 75% if the amount authorized in the Task Authorization.

Should an event be cancelled within forty-eight (48) hours prior to the start of the event set-up, the Contractor will be paid 50% if the amount authorized in the Task Authorization.

Should an event be cancelled within seventy-two (72) hours prior to the start of the event set-up, the Contractor will be paid **25%** if the amount authorized in the Task Authorization.

Should an event be cancelled with at least seventy-two (72) hours prior to the start of the event set-up, no payment will be authorized.

Once an event has started, should one or more days, or portions of a day, of a previously authorized event be cancelled the Contractor will be paid 100 % of the daily costs for the first cancelled day, or portion thereof.

The Contractor will not be paid for any subsequent cancelled days. The portions of a day will be pro-rated based on an 8 hour day.



**Room Layout:**

Typical Hollow Square, conference room or hollow circle.

**Rate per hour:**

Should be inclusive of services directly related to the AV main device or simultaneous interpretation equipment rental, including but not limited to:

- a. technicians,
- b. delivery of equipment;
- c. set up/dismantling and pick up of equipment; and
- d. daily operation of the equipment.

**Travel and accommodation:**

- Actual travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/travel/.html>).
- All payments are subject to Federal Government Audit.
- All travel must have prior authorization of the Project Authority.

The Contract will be in effect from date of award for one year with the option to extend for up to two additional one-year periods

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



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**ANNEX "C"**

**TASK AUTHORIZATION USAGE REPORT**

RETURN TO:  
The Canadian Energy Regulator  
Email: [nafissa.diop@cer-rec.gc.ca](mailto:nafissa.diop@cer-rec.gc.ca)

SUPPLIER: \_\_\_\_\_  
CONTRACT NO: 84084-20-0015  
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 "D"**

**TASK AUTHORIZATION FORM**

<b>TASK AUTHORIZATION</b>			
Contractor:		Contract Number: 20-0015	
Commitment Number:		Financial Coding:	
Task Number:		Date:	
<b>Task Authorization Request – to be completed by CER</b>			
<b>1. Description of Work to be Performed</b>			
<p>Project Authority: OR Technical Co-Authority:</p> <p>Estimated Value: \$ (excluding GST)</p>			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>		<b>To:</b>
<b>3. Work Location</b>			
<b>4. Travel Requirements</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Other Conditions /Restrains</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
<b>7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>			
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other			



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**8. BILINGUALISM (if applicable)**

YES

NO

**TA Proposal - to be completed by Contractor**

**9. Estimated Cost Contract**

	Rate	Estimated # of Days	Total cost
Equipment cost			
Labour cost			
Other expenses			
Estimated cost Total			
GST			
Grand Total			

**TA Approval**

**10. Signing Authorities**

Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor	Contractor	Date
Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the Canadian Energy Regulator)	Canadian Energy Regulator	Date
Name, Title and Signature of Contracting Authority	Canadian Energy Regulator	Date

**11. Basis of Payment & Invoicing**

In Accordance with the article entitled "Basis of Payment" in the Contract.  
 Payment to be made based on receipt of detailed monthly 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.



## ANNEX "E"

### ANNEX "E" to PART 5 OF THE BID SOLICITATION

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions



## **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 Technical Evaluation**

**1.1 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.

All bidders must meet the following requirements:

<b>Requirement</b>		<b>Met (Y) / not met (N)</b>
<b>M1</b>	The Bidder must be able to provide all services listed in the Statement of Work	
<b>M2</b>	The Bidder must be able to provide services across Canada ranging from major cities to towns and villages in major hotels, convention centers and town halls.	
<b>M3</b>	The Bidder must be able to support multiple (up to a maximum of three (3) concurrent events across Canada.	
<b>M4</b>	The Bidder must be able to setup and take down during weekends, evenings and holidays.	



**1.2 Point Rated Technical Criteria**

Bidders will be awarded points based on the following:

	Requirement	Points Available	How points will be awarded
R1	<p><u>Backup provisions:</u> The Bidder should provide a detailed description of a back-up plan in case of service failure. The bidder should describe events that experienced unanticipated problems and the work arounds used to maintain service.</p>	<b>/25</b>	<p>25 points for a comprehensive back-up plan that addresses service failures.</p> <p>15 points for an adequate plan that addresses most common issues</p> <p>10 or less points for a plan that is not comprehensive and only addresses a few issues.</p>
R2	<p><u>Recent experience:</u> The Bidder should describe its recent experience, within the last five years, providing services at public events of similar scope to CER hearings in Canada, including events outside of major Canadian cities. The description should include the name of the event, the location, duration, and number of attendees, speakers and participants.</p>	<b>/25</b>	<p>25 points for at least 50 events of similar magnitude, including some outside of major centres.</p> <p>15 points for between 25 and 49 events, which may not be of similar magnitude.</p> <p>5 points for less than 25 events which may not be of similar magnitude.</p>



<p><b>R3</b></p>	<p><u>Quality Assurance:</u> The Bidder should describe its processes for actively monitoring events to ensure quality service delivery.</p>	<p><b>/25</b></p>	<p>25 points for a comprehensive quality assurance process to ensure quality service delivery service failures.</p> <p>15 points for an adequate quality assurance process that addresses most common issues</p> <p>10 or less points for a quality assurance process that is not comprehensive and only addresses a few issues.</p>
<p><b>R4</b></p>	<p><u>Safety:</u> The Bidder should describe how it maintains a safe workplace in the field for both staff and event participants.</p>	<p><b>/25</b></p>	<p>25 points for a comprehensive plan that addresses workplace safety issues.</p> <p>15 points for an adequate plan that addresses most common workplace safety issues</p> <p>10 or less points for a plan that is not comprehensive and only addresses a few workplace safety issues.</p>
	<p><b>Minimum number of point required to be declared responsive: 70</b></p>		
	<p><b>Points obtained:</b> <b>Maximum number of points available:</b></p>	<p><b>/100</b></p>	



**Solicitation No.** 84084-20-0015

**Closing Date and Time:** Friday, July 17, 2020

**Audio Visual Services**

2:00 PM MDT

## **2 Financial Evaluation**

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

The Contract will be in effect from date of award for one year with the option to extend for up to two additional one-year periods

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

**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**