



### RETURN BIDS TO:

Canadian Energy Regulator  
Suite 210, 517 Tenth Avenue SW  
Calgary, AB, Canada T2R 0A8  
Bid Email: [proposals.propositions@cer-rec.gc.ca](mailto:proposals.propositions@cer-rec.gc.ca)

### REQUEST FOR PROPOSAL

Comments

### 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>		
Occupational Health (OH) support services for the COVID19 Pandemic to CER		
<b>Solicitation No.</b>		<b>Date</b>
84084-20-0095		2020-10-01
<b>Solicitation Closes</b>		<b>Time Zone</b>
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Daylight Saving Time (MDT)</b>
<b>on</b>	<b>2020-10-16</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>		
Jenny Gong		
Area code and Telephone No.		Facsimile No. / E-mail
		<b>Jenny.gong@cer-rec.gc.ca</b>
<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>	
Telephone No.	
E-mail	
<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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1.1.1 At the date of bid closing, the following conditions must be met:

- (a) The Bidder must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses.
- (b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and ensure that they comply with the confidentiality requirements.

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses

### **1.3 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

### **1.4 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](#) (2020-05-28) 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: 120 days

## 2.2 Submission of Bids

Bids must be submitted only to Canada Energy Board (CER) Bid Receiving Unit by the date, time and place indicated in 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 size limit of email including attachment is 35MB. Any email size is over that limit, please break up it into smaller files, and send them in separate emails, or send it in ZIP file format before the bid closing time.

## 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 [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: 2019-01](#) 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.

## **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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

And,

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

- Section I: Technical Bid (1 copy by email)
- Section II: Financial Bid (1 copy by email)
- Section III: Certifications (1 copy by email)
- Section IV: Additional Information (1 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 [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<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
- 2) 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **3.1.1 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.

#### **3.1.2 Exchange Rate Fluctuation**

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

### **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**

Refer to Annex G, Technical Evaluations Criteria





**4.1.1.2 Point Rated Technical Criteria**

Refer to Annex G, Technical Evaluations Criteria

**4.1.2 Financial Evaluation**

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

The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

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

**4.2.1** 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 points specified for each criterion for the technical evaluation, and
- d. obtain the required minimum of 24 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 40 points.

**4.2.2.** Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.

**4.2.3.** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

**4.2.4.** 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%.

**4.2.5.** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

**4.2.6.** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.7.** 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>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<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 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.



### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the PSAB requirements;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the PSAB requirements ; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the PSAB requirements.
3. The Bidder must check the applicable box below:
  - .  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
  - OR**
  - i.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - .  The Aboriginal business has fewer than six full-time employees.
  - OR**
  - i.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee



\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

## 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 provided 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.

### 5.2.3 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.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date



#### 5.2.4. 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.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date



**ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures.</b> See Part 3 for instructions.  (If applicable)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____
<b>Former Public Servants</b>	Is the Bidder a FPS in receipt of a pension as



<p>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".</p>	<p>defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>	
<p><b>Security Clearance Level of Bidder (if applicable)</b></p> <p>[include both the level and the date it was granted]</p> <p><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>		
<p>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:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		



## 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 Security Requirements

- (a) The Contractor must meet the requirements detailed under the
  - Annex C: Security Requirement Check List, and
  - Annex D: Confidentiality and Security Requirements.
- (b) The Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and ensure that they comply with the confidentiality requirements.

### 6.2 Statement of Work

The Contractor must provide the items detailed under the "Statement of Work" at Annex "A".

### 6.3 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.

#### 6.3.1 General Conditions

[2010B \(2020-05-28\), General Conditions - Professional Services \(Medium Complexity\) apply to and form part of the Contract.](#)

#### 6.3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information apply to and form part of 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 for one year.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract up to two(2) additional one 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.





## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jenny Gong  
Group Leader, Procurement Services  
Canadian Energy Regulator  
Suite, 210, 517 Tenth Avenue SW  
Calgary, AB, Canada, T2R 0A8

Telephone: 403-470-1748  
E-mail address: [jenny.gong@cer-rec.gc.ca](mailto: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.

### 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 (*Fill in 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.



## **6.7.2 Limitation of Expenditure**

**6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are included and Applicable Taxes are extra.

**6.7.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**6.7.2.3** 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 Monthly Payment**

SACC Manual clause H1008C (2008-05-12), Monthly Payment

## **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)

## **6.8 Invoicing Instructions**

**6.8.1.** 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.

**6.8.2.** Invoices must be distributed as follows:

- a. 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 SACC Manual Clauses**

A3000C (2014-11-27) Aboriginal Business Certification

### **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 supplemental general conditions 4008 (2008-12-12), Personal Information;
- (c) the general conditions 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Confidential and Security Requirements;
- (h) Annex E, Insurance Requirements;
- (i) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

### **6.12 Insurance - Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **6.13 SACC Manual Clauses**

A7017C (2008-05-12), Replacement of Specific Individuals  
C0711C (2008-05-12), Time Verification



#### **6.14 Protection and Security of Data Stored in Databases**

- 6.14.1 The Contractor must ensure that all the databases containing any information related to the Work are located in Canada.
- 6.14.2 The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 6.14.3 The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada and otherwise meet the requirements of this article.
- 6.14.4 The Contractor must ensure that all data relating to the Contract is processed only in Canada.
- 6.14.5 The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada.
- 6.14.6 Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

#### **6.15 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



## ANNEX "A"

### STATEMENT OF WORK

#### ***Occupational Health (OH) support services for the COVID19 Pandemic to CER***

##### **1. Objective**

The Canada Energy Regulator (CER) requests the Contractor to provide Occupational Health (OH) support services for the current COVID-19 Pandemic to the CER employees on "as and when requested" basis.

##### **2. Services and Scope**

The Contractor will supply the following Services and Scope:

- 2.1 Immediate access to a Senior OHN-RN Consultant who will work directly with internal CER stakeholders to assist with development of policy and procedures for pandemic (COVID-19) with emphasis on current public health agency recommendations from federal, provincial and local organizations such as the Public Health Agency of Canada and Alberta Health Services.
- 2.2 The Senior OHN-RN consultant is a subject matter expert with up to date knowledge and industry best practice to support & address preparedness, communication, risk management, containment, continuity and recovery.
- 2.3 Provision of on-call RN-OHN services 24/7 direct call line for employees in the contract period. Employees are located across the country and services should be available in both official languages.
- 2.4 Provision of provincially registered RN case management for individual employees diagnosed with COVID-19 located in offices and/or remote working across the country during and up to clearance to return to work.
- 2.5 Access to Occupational Health MD and/or Clinical Medical Director for case consult as needed.
  - 2.5.1 Provide on-call nurse access to allow employees to call a Registered Nurse for any questions surrounding COVID-19 as related to fitness to work.
  - 2.5.2 Establish case contact with employees every 48 hours should employees be in self-imposed quarantine or test positive for COVID-19 per relevant public health agency notification.
  - 2.5.3 Work with employee healthcare providers to establish fitness to work clearance.
  - 2.5.4 Ensure the CER has notice of STD eligibility should employees fall under acceptable ICD code diagnosis for eligibility.
  - 2.5.5 Provide consult to business on risk management of employees who have potential for exposure based on critical job demands.
  - 2.5.6 Consultant will reinforce what works well, document work flows and recommend and assist with program and policy development as requested by the CER.
  - 2.5.7 Coordinate with CER officials organizational flu clinics to administer vaccines on site.



### 3. Contractor On-Call Triage and Telehealth Services

Contractor On-Call Triage and Telehealth Services will meet the following specifications:

- 3.1 The Contractor is On-Call Triage and Telehealth Services for CER employees during and after regular working hours, weekends and statutory holiday coverage, 24 hours a day, 7 days a week, and 365 days a year. Employees are located across the country and services should be equally available in both official languages.

### 4. Expectations and Service Level Commitments

Contractor Services will meet the following Expectations and Service Level Commitments:

- 4.1 Calls will come through a toll-free number to be provided to the CER upon mutual execution hereof.
- 4.2 On-call will be considered availability 24 hours a day, 7 days a week, and 365 days a year, including statutory holidays.
- 4.3 Calls will be answered by a registered nurse licensed appropriately to provide service in the province of each caller. Callers may be located in one of our offices including Yellowknife, Montreal, Vancouver, Calgary or teleworking remotely. The call Centre nurses are Certified Triage Nurses who currently provide telehealth services for health care agencies.
- 4.4 Calls will be answered in the order they are received.
- 4.5 Calls that are unable to be answered immediately will be directed to a confidential voice mail and will be returned within 15 minutes.
- 4.6 A generic report (non-medical details) of the call ,along with recommendations and advice will be provided via email to CER (key contacts to be provided by CER) within 3 hours of the call coming in; leniency with time will be given should there be multiple calls received at the same time.
- 4.7 Follow up calls will be provided within 24 hours of the initial call when deemed appropriate. Case follow-up with be moved to The Contractor regular Disability Management Team for continued support if diagnosis confirmed.
- 4.8 All information is considered confidential and will be maintained in accordance with the specific requirements below and within this Contract. Telehealth data base are restricted access and maintained in accordance with Alberta and Canadian Privacy laws.
- 4.9 Maintain familiarity and compliance with all public health and COVID related directions and guidance from the local provincial or territorial government and health authority, such that the nurses can provide up to date and accurate advice based on local best practices, including how and where to get tested.
- 4.10 Maintain familiarity with the information contained in the following websites, including the Government of Canada self-assessment tool, and each of the regional offices' applicable provinces or territories self-assessment tools, available at the following websites:

Canada: <https://ca.thrive.health/covid19/en> -

Alberta: <https://myhealth.alberta.ca/Journey/COVID-19/Pages/COVID-Self-Assessment.aspx>

BC: <https://bc.thrive.health/covid19/en>

ON: <https://covid-19.ontario.ca/self-assessment/>

NWT: <https://www.gov.nt.ca/covid-19/en/services/nwt-online-covid-19-self-assessment-tool>

GQ: <https://ca.thrive.health/covid19/en> (uses Health Canada's system)

- 4.11. Nurses must go through each self-assessment tool above and understand the questions and outcomes if one (i) has potential COVID symptoms and (i) if someone does not have COVID



symptoms and (iii) must familiarize themselves with testing criteria and availability in each relevant jurisdiction.

## 5. Confidentiality

The following Confidentiality considerations will apply to this Agreement:

- 5.1 The CER will disclose certain technical, financial, strategic and other proprietary, personal and Confidential Information relating to its workers, business operations and properties to the Contractor on-call staff for the purposes of providing the services specified in this Agreement.
  - 5.1.1 The Contractor agrees to keep this information confidential.
  - 5.1.2 The Contractor shall restrict access to Confidential Information to its employees who have a legitimate business need for such data for the purposes permitted by this agreement, and who have agreed to handle such data in accordance with the terms of this Agreement.
- 5.2 The Contractor nor any of its employees or agents directly or indirectly shall use any Confidential Information provided by or on behalf of CER or any of its employees for any purpose except in furtherance of Services to be rendered in pursuant to the agreement. Except as necessary to provide Services. The Contractor will not disclose any Confidential Information to any third party, without CER's written consent.
- 5.3. The Contractor will implement reasonable, industry-standard measures designed to ensure the security and confidentiality of such Confidential Information, protect against any anticipated threats or hazards to the security or integrity of such information and protect against unauthorized access or use of such information that could result in harm or inconvenience to CER or any of its workers.
- 5.4 The Contractor shall take all steps reasonably required to maintain the confidentiality of the Confidential Information in its possession.

## 6. Performance Warranty

The following Performance Warranty considerations applies apply to this Agreement:

- 6.1 The Contractor shall perform the Services contemplated hereunder diligently and competently and in accordance with the practice standards and requirements of the College & Association of Registered Nurses of Alberta.
- 6.2 The Contractor shall comply with all laws and regulations applicable to the Services performed under this Agreement.



**ANNEX "B"**

**BASIS OF PAYMENT**

- \* Applicable taxes are to be excluded from the prices quoted herein \*
- \* Applicable taxes will be added as a separate item on the invoice, if applicable \*

All-inclusive FOB Destination price for the provision of all but not limited to administration costs, Professional services costs, and any other related costs to perform the work in accordance with Annex "A" – Statement of Work:

**Price Table:**

Description	Unit of Measure	Estimated Usage per year a	Firm Unit Rate			Total Estimated Amount		
			Contract Period b	Option Year 1 c	Option Year 2 d	Contract Period =axb	Option Year 1 =axc	Option Year 2 =axd
Senior Occupational Health Nurse Specialist day rate (anticipate 8 days support to review and consult on Pandemic Plan/action health care consultant on client Pandemic or Business Continuity Committee)  <b>Reverts to \$ _____ per hour after 8 days</b>	Per day	8 days	\$ _____ /day	\$ _____ /day	\$ _____ /day	\$	\$	\$
On-Call registered Nurse (RN) support 24 /7 (during Pandemic Phase 6 as per World Health Organization declaration). <b>** Anticipate minimum 3-4 month window**</b>  Note: Nursing call fee is \$ _____ per case and includes initial call and 2 follow up calls as required. Nursing calls are paid out over and above the base monthly fee and will be included in the monthly invoice total.	Per Monthly retainer (Fixed)	12 months	\$ _____ /month	\$ _____ /month	\$ _____ /month	\$	\$	\$
	Per call	50 calls	\$ _____ /call	\$ _____ /call	\$ _____ /call	\$	\$	\$





OHN-DM Case Manager (case support-established diagnosis) (cases usually require 4-6 hours of management-non-complex)	Per hour	30 hours	\$_____/hour	\$_____/hour	\$_____/hour	\$	\$	\$
Occupational Health Physician Consult (only if identified by RN as medical consult needed)	Billed per 15 minutes	120 billing units	\$_____/billing unit	\$_____/billing unit	\$_____/billing unit	\$	\$	\$
Sub Total amount						\$ (A)	\$ (B)	\$ (C)
<b>Total Evaluation Amount (A+B+C)</b>						\$		



**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

See attachment in PDF in 3 pages



## ANNEX "D"

### CONFIDENTIAL AND SECURITY REQUIREMENTS

#### 1 INTERPRETATION

##### 1.1 Definitions

"Confidential Information" means Confidential Information as defined earlier at Annex A and includes all information communicated to or obtained by the Receiving Party, directly or indirectly from the Canada Energy Regulator (CER) or its Representatives, whether in oral, written, electronic or any other form or medium in which such information may be received or kept, which includes but is not limited to:

- Contractor's written notes or Receiving Party's written notes;
- Information obtained during meetings or interactions with CER personnel;
- Information obtained or notes taken during meetings or interactions with CER personnel or public health officials;
- "Personal information" as defined in the Privacy Act;
- Medical or health information pertaining to CER personnel;
- Photographs, logs, maps, models, interpretations, technical designs, developments plans, technical, contractual, commercial information, preliminary observations, reports; and Secondary Data;
- Information Technology (IT) media; and
- Any other information the CER may identify to be confidential information or otherwise in accordance with legislation governing the CER.

"Parties" means Contractor and CER, and "Party" means either one of them.

"Permitted Purpose" means the Work for which the Receiving Party has been contracted to perform for the CER, as set out in the Statement of Work in Annex A.

"Privacy Act" means the Privacy Act R.S.C., 1985, c. P-21 and all regulations thereunder including any replacements or amendments thereto;

"Receiving Party" means the Contractor and any Party it retains either through an employment or contractual relationship including any of its subcontractors, contractors or any other personnel.

"Representative(s)" means, in respect of a Party, its and their respective directors, officers, employees, agents, consultants, contractors and advisors, and the directors, officers and employees of any of the foregoing;

"Secondary Data" means material derived or generated from the inspection or evaluation of the Confidential Information, including notes, summaries, reports, observations and conclusions.

##### **1.2 Obligations and Restrictions on Use and Disclosure of Confidential Information**

1. The Parties and acknowledge that the CER will be disclosing Confidential Information to the Receiving Party during the course of its Work for the CER.

1.2.2 The Contractor agrees acknowledges and represents that:



- 1.2.2.1 The Confidential Information is valuable, proprietary, confidential and considered “personal use” as defined in the Privacy Act, and Contractor agrees to keep the Confidential Information strictly confidential. Contractor shall take all measures necessary to safeguard the Confidential Information (both physical and electronic) from unauthorized use or disclosure.
- 1.2.2.2 Canada and the CER are bound by the [Privacy Act](#) with respect to the protection of personal information as defined in the Privacy Act and the Contractor shall ensure it acts in accordance with the terms of the *Privacy Act* to ensure Canada and the CER also remain in compliance with the terms of the *Privacy Act*. The Contractor shall utilize all best privacy related industry practices, including from the Office of Privacy Commissioner of Canada, in ensuring such compliance.
- 1.2.2.3 The Contractor will act in conformance with all health and medical related industry practices in carrying out the terms of this Contract, and due to the nature of the COVID-19 pandemic, the Contractor will be required to remain abreast of best industry practices including those from local and federal health authorities which may be changing daily.
- 1.2.2.4 The Contractor has:
  - 1.2.2.4.1 Its server housed solely in Canada and as otherwise required pursuant to Section 6.14 Protection and Security of Data Stored in Databases
- 1.2.2.5 The Contractor will use the Confidential Information only for the Permitted Purpose.
- 1.2.2.6 The Contractor will hold the Confidential Information in the strictest confidence and not disclose or otherwise share or divulge the Confidential Information to any person without the prior express written consent of the CER.
- 1.2.2.7 The Contractor shall collect the minimum amount of Confidential Information necessary to complete tasks established in the Statement of Work in the Annex A.
- 1.2.2.8 The Receiving Party handling Confidential Information shall be briefed by the Contractor on all security and confidentiality requirements as set out within this Contract.
- 1.2.2.9 The Contractor shall establish a minimal group of personnel within the Receiving Party on a “need to know” basis in order to restrict access to the Confidential Information who can receive, and the Confidential Information.
- 1.2.2.10 Confidential Information shall only be shared with CER personnel who have been granted approval by the CER Project Authority, or delegate, which names will be provided to the Contractor.
- 1.2.2.11 The Contractor will ensure that all of the terms and provisions of this Confidentiality Agreement in the Annex D are provided to the members of the Receiving Party in the form of a confidentiality agreement which must be executed by every member of the Receiving Party. The CER may request to see copies of these confidentiality agreements at any time.



1.2.2.12 Each member of the Receiving Party must receive training at minimum, but not limited to; what kind of confidential information they will be receiving; how to maintain its confidentiality; when it may be disclosable and under what terms; how to receive, process, store, work with the Confidential Information subject to this Agreement. The CER may request to see copies of Contractor training documents at any time.

## **2. STORAGE, RETURN AND RETENTION OF CONFIDENTIAL INFORMATION**

- 2.1 Contractor shall exercise all due care in ensuring the proper and secure storage (including physical or electronic; in storage or in transit) of the Confidential Information in compliance with all applicable laws including the Privacy Act.
- 2.2 The Confidential Information shall remain the property of the CER and Contractor shall acquire no proprietary interest in, or right to, the Confidential Information.
- 2.3 Within 60 days after Contract termination, or as otherwise agreed to by the Parties in writing, all originals of the Confidential Information including all working papers, notes, memoranda, reports and data, must be returned by Contractor to CER and Contractor shall notify CER in writing, that it has:
- 2.3.1 destroyed all other copies of the Confidential Information in its possession;
  - 2.3.2 permanently erased all Confidential Information including from IT media; and
  - 2.3.3 confirmed that all members of the Receiving Party to whom Contractor has disclosed any Confidential Information have also destroyed all Confidential Information in their possession.

## **3. SURVIVAL**

Termination of Contract shall be without prejudice to Clause 2 above Storage, which shall survive termination of the Contract.

## **4. OBLIGATIONS OF CONTRACTOR**

Contractor shall ensure that all members of the Receiving Party abide by and are bound by all of the terms and obligations of this Agreement. No subcontract shall relieve Contractor of any of its duties, obligations or liabilities under this Contract, and Contractor shall be liable for the acts, defaults and omissions of its subcontractors as fully as if they were the acts, defaults or omissions of Contractor.

## **5. WAIVER**

No failure or delay by any Party in exercising any right under this Agreement shall operate as a waiver thereof, and no waiver or variation of any term of this Agreement shall be valid unless it is in writing and signed by the Party by whom it is given.



## **6. NOTIFICATION OF POSSIBLE BREACH or BREACH**

Contractor shall immediately notify the CER if it receives information which indicates that any aspect of this Agreement of Annex D may have been breached by Receiving Party anyone else who may have received the information. Such notification shall be in writing, and shall be made promptly upon the receipt of any information indicating a possible breach. Each Party shall cooperate with the other to take whatever steps may be necessary or appropriate to cure the breach, or take whatever other actions may be necessary to protect the Confidential Information which may have been subject to breach.



## ANNEX "E"

### INSURANCE REQUIREMENTS

#### A. Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### B Medical Malpractice Liability Insurance

1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.



3. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
4. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.





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

### ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts 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"**

**TECHNICAL EVALUATIONS CRITERIA**

**1. Technical Evaluation Criteria**

The Technical Proposal should address, but not necessarily be limited to, each rated criteria listed herein. The rated criteria will be used to evaluate the relative merits of your proposal. The evaluation will be based solely on the contents of your proposal. It is essential that the elements contained in your bid be stated clearly and in a concise manner. Failure to provide complete information will be to your disadvantage. It is recommended that your proposal address the rated criteria in sufficient depth to permit a proper and complete evaluation of your submission. Items not addressed will be given a score of zero.

Listing experience without providing any supporting data to prescribe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

The Bidder must provide a minimum of three (3) resources, and identify one main resource to be evaluated in the technical point rated Section 2.2 below.

References, including the name, address and a current telephone number, of an individual(s) who may be contacted are to be provided in order to verify experience claimed.

**2.1 MANDATORY REQUIREMENT**

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 references to components of its written proposal that demonstrate the criteria is met

Item	Mandatory Requirement	Met or Not Met (Yes/No)	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met Page#
<b>M1</b>	<p>Licensing with Membership in Good Standing:</p> <p>The bidder must provide minimum three (3) resources, each of the bidder's proposed resource must demonstrate through provision of documentation that they comply with the following requirement:</p> <ul style="list-style-type: none"> <li>- Registered Nurse (RN) who is registered and in good standing with the nursing regulatory body in the province or territory where the nurse works</li> </ul>		



<b>M2</b>	<p>Years of Clinical Experience:</p> <p>The bidder must provide minimum three (3) resources, each of the bidder's proposed resource must have a minimum of sixty (60) months clinical experience working full-time, or an equivalent number of hours in part-time, as a Registered Nurse in the last one hundred and twenty (120) months from the date of bid closing outlining for each relevant experience at a minimum:</p> <p>a) the location in which the work was done;  b) the employer or contact name, address, phone number and if available their e-mail address;  c) start and end date of the work experience; and  d) brief description of the work</p> <p>e) the resumes of proposed resources must be provided with bid submission</p>		
<b>M3</b>	<p>Recommendation Experience:</p> <p>The bidder must provide minimum three (3) resources, each of the bidder's proposed resource must have a minimum of twelve (12) months clinical experience assessing, reviewing, evaluating, and formulating recommendations for nurse services while working full-time, or the equivalent number of hours part-time, as a Registered Nurse in the last sixty (60) months from the date of bid closing, outlining for each relevant experience at a minimum:</p> <p>a) the location in which the work was done;  b) the employer or contact name, address, phone number and if available their e-mail address;  c) start and end date of the work experience; and  d) brief description of the recommendations made.</p> <p>e) the resumes of proposed resources must be provided with bid submission</p>		
<b>M4</b>	<p>Minimum one resource proposed by the bidder must provide services in according with Annex A – Statement of Work in both English and French languages.</p>		

**2.2 POINT RATED REQUIREMENTS**

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.

Item	Point Rated Requirements  <u>Note: the bidder identifies one main resource for the evaluation below</u>	Maximum Points	Points Bidder Earned	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met - Page#
<b>R1</b>	<p>Age Category of clients:</p> <p>the bidder's main resource proposed as a Registered Nurse should have clinical experience with different age categories of clients (child, adult, senior), outlining as a minimum:</p> <p>a) the location in which the work was done;</p> <p>b) the employer or contact name, address, phone number and if available their e-mail address;</p> <p>c) start and end date of the work experience; and</p> <p>d) brief description of the type of work and the clientele served.</p> <p>Age category scale:</p> <ul style="list-style-type: none"> <li>- Senior: (over 65 years)</li> <li>- Adult: (18 to 65 years)</li> <li>- Child (under 18 years )</li> </ul>	<p><i>6 points</i></p> <p>Two (2) point for every type of institutional setting to a maximum of six (6) points overall.</p>		
<b>R2</b>	<p>Writing Reports in English and French</p> <p>the bidder's main resource proposed as a Registered Nurse should have experience assessing cases and writing</p>	<p><i>2 points</i></p> <p>Two (2) points will be allotted when the proposed resource has</p>		



Item	Point Rated Requirements  <u>Note: the bidder identifies one main resource for the evaluation below</u>	Maximum Points	Points Bidder Earned	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met - Page#
	<p>reports in English and ideally, in French and English for contracts or employment terms of a minimum of six (6) months in duration, outlining at a minimum:</p> <p>a) the location in which the work was done;</p> <p>b) the Project Authority or contact name, address, phone number and if available their e-mail address;</p> <p>c) start and end date of the work experience;</p> <p>d) brief description of the work and what language was used.</p>	<p>written reports in English only; and two (2) points will be allotted when the proposed resource has written reports in both English and French.</p>		
<b>R3</b>	<p>Experience developing policy guidelines</p> <p>the bidder's main resource proposed as a Registered Nurse should have experience in assisting, with developing, or writing policy guidelines similar to those used to guide Programs, outlining at a minimum:</p> <p>a) the location in which the work was done;</p> <p>b) the employer or contact name, address, phone number and if available their e-mail address;</p> <p>c) start and end date of the work experience;</p> <p>d) a brief description of the type of policy guidelines developed.</p>	<p><i>10 points</i></p> <p>Two (2) point for every type of institutional setting to a maximum of ten (10) points overall.</p>		
<b>R4</b>	<p>Experience collaborating with other health professionals, such as physicians and service providers on behalf of clients</p> <p>the bidder's main resource proposed as a Registered Nurse should have experience collaborating with other</p>	<p><i>10 points</i></p> <p>Two (2) point for every type of institutional setting to a maximum of ten (10) points</p>		



Item	Point Rated Requirements  <u>Note: the bidder identifies one main resource for the evaluation below</u>	Maximum Points	Points Bidder Earned	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met - Page#
	<p>health professionals, such as physicians, nurses, occupational therapists, or with other service providers on behalf of clients, outlining at a minimum:</p> <p>a) the location in which the work was done;  b) the Service Provider or contact name, address, phone number and if available their e-mail address;  c) start and end date of the work experience; and  d) a brief description of the type of work and the other professionals with whom you collaborated.</p>	overall.		
<b>R5</b>	<p>Letters attesting to a variety of work experience</p> <p>the bidder's main resource proposed as a Registered Nurse should provide up to two (2) letters from present or previous employers attesting that the proposed resource worked in the last five (5) years from the date of bid closing as a Registered Nurse.</p>	<p><i>2 points</i></p> <p><i>One (1) point will be allotted for each letter provided up to a maximum of two (2) points.</i></p>		
<b>R6</b>	<p>Experience Working in a Variety Healthcare Settings</p> <p>the bidder's main resource proposed as Registered Nurse should have experience providing nursing services in a variety of healthcare settings such as a hospital, long term care facility, home care, community care, or physician's office, outlining for each relevant experience at a minimum:</p> <p>a) the location/ institutional setting in which the work was done;  b) the employer or contact name, address, phone number and if available</p>	<p>10 points</p> <p>Two (2) point for every type of institutional setting to a maximum of ten (10) points overall.</p>		



Item	Point Rated Requirements <u>Note: the bidder identifies one main resource for the evaluation below</u>	Maximum Points	Points Bidder Earned	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met - Page#
	their e-mail address; c) start and end date of the work experience; d) brief description of the nursing services provided and the clientele served.			
	TOTAL MAXIMUM POINTS	<i>40 points</i>		
	MINIMUM PASS MARK 60% (24 points /40 total points)	<i>24 points</i>		



English Instructions

Instructions français

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)****PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>Canada Energy Regulator</b>		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Urgent COVID-19 advice and guidance from an Occupational Medical Professional services provider. See SOW for more details.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input checked="" type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>			TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>





**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  No / Non  Yes / Oui  
Document Number / Numéro du document :

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

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

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

Special comments: **See note at end of Page #4.**  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



**PART C (continued) / PARTIE C (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La description du travail 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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.**

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

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