



### 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

This document contains security requirements

### 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>Risk Ranking of Contaminated Sites</b>		
<b>Solicitation No.</b>		<b>Date</b>
84084-20-0092A		2020-12-29
<b>Solicitation Closes</b>		<b>Time Zone</b>
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Standard Time (MST)</b>
<b>on</b>	<b>2021-01-19</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>		
See herein		

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>



<b>Solicitation No.</b> 84084-20-0092A	<b>Closing Date and Time:</b> Tuesday, January 19, 2021
Risk Ranking Methodology for Contaminated Sites	2:00 PM MST

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## **REISSUE OF BID SOLICITATION**

This bid solicitation cancels and supersedes previous bid solicitation number 84084-20-0092 dated 2020-09-16 with a closing of 2020-10-28 at 14:00 MDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### **1.2 Summary**

The Canadian Energy Regulator (CER) requires expert guidance on developing a risk ranking methodology for contaminated sites that are reported to the CER. The methodology developed by the Contractor will be implemented by the CER. This site specific risk ranking methodology will lead to a more informed risk based approach to regulatory oversight of contaminated sites management and performance measures.

This contract will lead to the development of a risk ranking methodology for contaminated sites reported to the CER, with recommendations for implementation. This methodology will be unique to the CER based upon the specific responsibilities carried out by the CER and information that is collected from companies throughout the Remediation Process.

The Contract will be in effect from date of award to April 30, 2021 with the option to extend.

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



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the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website

### 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](#) (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: 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:** January 19, 2021

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

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 35MB

### 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



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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 5 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.

## **2.8 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**

The bid must be gathered per section and separated 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. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted

#### **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 "E" Electronic Payment Instruments, to identify which ones are accepted.

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

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





### 3.1.3 Exchange Rate Fluctuation

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

### 4.2 Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation 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.



- 
2. Bids not meeting (a), (b) and (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

#### **4.3 Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is **\$95,238.10** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

### **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 Additional Certifications Precedent to Contract Award

### 5.2.2.1 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.

### 5.2.2.2 Education and Experience

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 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.

#### **7.2.1 General Conditions**

[2040 \(2020-05-28\), General Conditions – Research and Development, apply to and form part of the Contract.](#)



### 7.3 Security Requirements

The following security requirements and SRCL apply and form part of the Contract

The Contractor must ensure that its personnel are made aware of and comply with all security clauses. Security Clauses must be satisfied before work can begin.

Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Canada Energy Regulator.

The Contractor must immediately bring forward any departure from the contract's security clauses to the CER Project Authority.

The Contractor must comply with the provisions of the:

1. Security Requirements Check List and security guide (if applicable), attached at Annex C
2. Industrial Security Manual (Latest Edition)

The Contractor/Offeror personnel requiring access to Protected information, assets or sensitive work site(s) must **EACH** hold a valid **Reliability Status**, granted or approved or held by CSP/PSPC or the Canada Energy Regulator.

The Contractor must identify their offsite work site(s). The contractor must not remove CER assets from the identified work site(s). Contractor requires written permission from the CER Project Authority, prior to changing the work location. The Contractor's premises must be located in Canada. The Contractor is not permitted to create physical copies of Protected CER information on their site(s).

The Contractor must **not** utilize its Information Technology systems to electronically process, produce or store Protected CER information.

Processing of Protected CER information must be done with approved CER IT equipment and networks. Contractor must adhere to the policies established by CER device and network administrators.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to April 30, 2021.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nafissa Diop  
Procurement Technical Analyst  
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.

### **7.5.2 Project Authority**

The Project Authority for the Contract is: (TBD)

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

### **7.5.3 Contractor's Representative**

(To be provided by bidder)

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

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

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

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

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

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

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

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**



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In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

**6.7.2 Limitation of price**

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

**7.7.3 Electronic Payment of Invoices – Contract**

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

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

**7.7.4 Method of Payment – Milestone Payments**

Payment will be made after completion of each milestone in accordance with the contract as per the payment schedule below 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

Payment Schedule	Description or “Deliverables”	Firm Amount
Payment 1 50% of total value	Supplier has <ul style="list-style-type: none"> <li>• presented final work plan and project schedule,</li> <li>• reviewed CER information on contaminated sites</li> <li>• drafted risk ranking methodology in discussion with CER staff</li> </ul>	TBD
Payment 2 40% of total value	Supplier has <ul style="list-style-type: none"> <li>• reviewed methodology and flowchart/decision tree and provide feedback. Several rounds</li> </ul>	TBD



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	<p>of review may be required and additional discussion, as required.</p> <ul style="list-style-type: none"> <li>Incorporated revisions to risk ranking methodology based upon review by CER staff and potential review by other regulators.</li> </ul>	
<p>Payment 3 10% of total value</p>	<p>Supplier has</p> <ul style="list-style-type: none"> <li>presented final risk ranking methodology and flowchart/decision tree to CER staff in verbal and written form. obtained approval from Project Authority that the methodology is complete and acceptable</li> <li>Provide recommendations for implementation of the methodology</li> <li>Provide training to staff on the risk ranking methodology</li> </ul>	TBD
Total (GST excluded)		TBD

### 7.7.5 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.

## 7.8 Invoicing Instructions

The Contractor is required to provide the project authority with an invoice identifying the following information:

- Task completed;
- Description of deliverables,
- Payment schedule,
- Percentage remaining as per payment schedule.

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.

Invoices must be distributed as follows:

The original copy must be forwarded to the project authority by email and one copy to the contracting authority for certification and payment.

## 7.9 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.

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2040 \(2020-05-28\), General Conditions – Research and Development](#) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist;
- (f) Annex D, Conflict of Interest;
- (g) Annex E, Non-Disclosure Agreement
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)



## 7.12 Government Site Regulations

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

## 7.13 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.

## 7.14 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

**Title:** Risk Ranking Methodology for Contaminated Sites

#### 1. Background

The Canada Energy Regulator (CER) works to keep energy moving safely throughout the country's pipelines and power lines, while enforcing strict safety and environmental standards. The CER regulates inter-provincial and international pipelines, international power lines, offshore renewables, the export and import of energy, and tolls and tariffs, as well as oil and gas activities on frontier lands.

The National Energy Board was established in 1959 by the National Energy Board Act. Effective 28 August 2019, the *Canadian Energy Regulator Act* came into force, and the National Energy Board became the Canada Energy Regulator.

The CER's purpose is to promote safety, security, environmental protection, and efficient energy infrastructure and markets with respect to relevant aspects of the Canadian energy industry. The CER takes a lifecycle approach to the management of environmental issues throughout all phases of a regulated facility including the planning and application phase, the application assessment and public hearing phase, the construction and post-construction phase, the operations and maintenance phase, and the abandonment phase.

The companies that own the facilities that the CER regulates have a responsibility for ensuring their pipelines and power lines are planned, built, operated and abandoned in a manner that protects the environment. This includes the remediation and management of environmental contamination that may result from company activities.

Companies report environmental contamination to the CER under the CER Remediation Process through a submission of a Notice of Contamination. Companies are required to report follow-up activities through a Remedial Action Plan, Risk Management Plan, annual updates and a Closure Report that detail satisfactory management of contamination.

#### 2. Objective

The CER requires expert guidance on developing a risk ranking methodology for contaminated sites that are reported to the CER. The methodology developed by the Contractor will be implemented by the CER. This site specific risk ranking methodology will lead to a more informed risk based approach to regulatory oversight of contaminated sites management and performance measures.

#### 3. Scope of Work

This contract will lead to the development of a risk ranking methodology for contaminated sites reported to the CER, with recommendations for implementation. This methodology will be unique to the CER based upon the specific responsibilities carried out by the CER and information that is collected from companies throughout the Remediation Process. The tasks involved will include, but not be limited to:

- Review the information currently collected by the CER on contaminated sites within the Notice of Contamination and CCME classification worksheets. The information collected within the Notice of Contamination is attached for the bidders' review. The Contractor will have access to information submitted by companies to the CER. This information will be made available to the Contractor in a format accessible to the Contractor and accessed using the laptop supplied by the CER to the Contractor for the duration of the contract.
- Interview staff who work on contaminated sites files to gain an understanding of the type and complexity of contaminated sites reported to the CER, the desired outcomes of the risk ranking methodology and considerations for the development of the risk ranking methodology.



- Interview staff who work in compliance program planning to incorporate consideration of the current approach to risk modeling for compliance verification activity planning in the development of a risk ranking methodology, and ensure that the methodology for risk ranking is useful for compliance planning purposes.
- Discuss the implementation of the methodology with the CER technical specialist with expertise in CER system development to ensure compatibility with CER systems. The implementation will be completed by the CER and database driven with the capability of storing information that can be easily updated and retrieved for visualization purposes. For data source purposes we would require the use of Microsoft Sequel Server, and for visualization purposes our preference is Tableau. The CER is open to discuss options for implementation that are compatible with these expectations.
- Develop a risk ranking methodology for contaminated sites that is appropriate for the CER.
- Prepare a detailed document that describes the risk ranking methodology and how risk ranks are determined. This document will be used by CER technical system development staff that are implementing the methodology using CER systems.
- Develop a flowchart or decision tree that communicates the methodology for risk ranking in a clear and concise manner.
- Provide recommendations for implementation of the methodology

The contractor will need to work closely with staff on the Research and Innovation team, as well as the Environmental Protection team for the duration of the contract.

#### 4. Meetings

The Contractor will meet daily with the Project Authority until the scope of work is fully understood and the work plan is approved. The contractor will meet weekly with the Project Authority, and other staff, to provide updates and discussion after the path forward for the project is established. Meetings with other staff will be on an as needed basis.

These meetings may be carried out virtually through Microsoft Teams.

#### 5. Deliverables

The deliverables will include:

- A kick off meeting, work plan and updated schedule.
- A weekly slide deck that discusses the work done in the past week and the work to be done in the following week. These slides will be discussed at the weekly meeting with the Project Authority and other invited staff.
- A draft risk ranking methodology that will be reviewed by staff at the CER. The draft methodology must be presented to CER staff verbally and in a written format that clearly describes the methodology and flowchart/decision tree.
- A final detailed risk ranking methodology that incorporates the feedback from staff and has been accepted by the Project Authority. The final methodology must be presented to CER staff verbally and in a written format that clearly describes the methodology and flowchart/decision tree.
- Training session for CER staff on the final risk ranking methodology.
- Recommendations to CER staff on implementation options that are compatible with CER systems. The implementation is not part of this contract and the Contractor will not rank contaminated sites that are reported to the CER under the current scope of work.



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## 6. Timelines

These timelines may be adjusted based upon the starting date of the contract.

<b>Date</b>	<b>Responsibilities</b>
1-3 February 2021	<ul style="list-style-type: none"> <li>Initiate work, kick-off, daily or weekly meeting with Project Authority, final work plan and project schedule, review CER information on contaminated sites</li> </ul>
February 2021	<ul style="list-style-type: none"> <li>Weekly meetings with project authority and other staff, draft risk ranking methodology in discussion with CER staff.</li> </ul>
8-10 March 2021	<ul style="list-style-type: none"> <li>Present draft risk ranking methodology, and flowchart/decision tree to staff</li> </ul>
11 March – 9 April 2021	<ul style="list-style-type: none"> <li>Staff review methodology and flowchart/decision tree and provide feedback. Several rounds of review may be required and additional discussion, as required.</li> <li>Incorporate revisions to risk ranking methodology based upon review by CER staff and potential review by other regulators.</li> </ul>
12-15 April 2021	<ul style="list-style-type: none"> <li>Present final risk ranking methodology and flowchart/decision tree to CER staff in verbal and written form. Obtain approval from Project Authority that the methodology is complete and acceptable. Provide recommendations for implementation of the methodology.</li> </ul>
19-22 April 2021	<ul style="list-style-type: none"> <li>Provide training to staff on the risk ranking methodology</li> </ul>
26-29 April 2021	<ul style="list-style-type: none"> <li>Wrap-up meeting with Project Authority</li> </ul>

## 7. CER Furnished Support and Equipment to assist the Contractor

The CER will supply the Contractor with a laptop that enables access to the CER information required to perform the duties of the contract.

## 8. Special Considerations

The Contractor must pass the level of security clearance required to complete the deliverables. Reliability security clearance can be obtained before bid closing date or before contract award. The Contractor must have a high quality internet connection and be able to interact virtually, as needed.

The Contractor must be knowledgeable on risk ranking methodologies for contaminated sites used by other federal and provincial departments.

The Contractor must have the ability to work with flexibility to understand and meet the needs of the CER in developing and implementing a risk ranking methodology.



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The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the *Contracting* Authority before they are given access to information by or on behalf of Canada in connection with the Work.  
The Contractor personnel can sign the Non-Disclosure Agreement and submit it with bid or it can be submitted before contract award.



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**ANNEX “B”**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Statement of Work, the Contractor will be paid a firm price as specified in this table below. Customs duties are included and Applicable Taxes are extra.

The maximum funding available for the Contract resulting from the bid solicitation is **\$95,238.10** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Payment Schedule	Description or “Deliverables”	Firm Amount
Payment 1 50% of total value	Supplier has <ul style="list-style-type: none"> <li>presented final work plan and project schedule,</li> <li>reviewed CER information on contaminated sites</li> <li>drafted risk ranking methodology in discussion with CER staff</li> </ul>	TBD
Payment 2 40% of total value	Supplier has <ul style="list-style-type: none"> <li>reviewed methodology and flowchart/decision tree and provide feedback. Several rounds of review may be required and additional discussion, as required.</li> <li>Incorporated revisions to risk ranking methodology based upon review by CER staff and potential review by other regulators.</li> </ul>	TBD
Payment 3 10% of total value	Supplier has <ul style="list-style-type: none"> <li>presented final risk ranking methodology and flowchart/decision tree to CER staff in verbal and written form. obtained approval from Project Authority that the methodology is complete and acceptable</li> <li>Provide recommendations for implementation of the methodology</li> <li>Provide training to staff on the risk ranking methodology</li> </ul>	TBD
Total (GST excluded)		TBD



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**ANNEX "C"**

**SECURITY REQUIREMENTS CHECKLIST (SRCL)**

In following pages



Contract Number / Numéro du contrat 20-0092
Security Classification / Classification de sécurité

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Energy Regulator	2. Branch or Directorate / Direction générale ou Direction
--	--

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work - Brève description du travail  
The CER requires expert guidance on developing a risk ranking methodology and a tool for contaminated sites that are reported to the CER.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  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?  No / Non  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)  No / Non  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.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciales **sans** entreposage de nuit?  No / Non  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"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité

**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 checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |
- Special comments: The CER will supply the contractor with a laptop that enables access to the required CER information to perform the duties of the contract.  
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 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 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).**



## ANNEX "D"

### CONFLICT OF INTEREST

1. The Contractor agrees, represents and warrants that:
  - a. Persons who are subject to the provisions of the Conflict of Interest Act (Canada), the *Conflict of Interest Code for Members of the House of Commons*, the *Code of Conduct for Canada Energy Regulator Employees*, or any other similar ethics or conflict of interest code applicable to Government of Canada personnel, cannot derive any direct benefit resulting from the Contract.
  - b. All Personnel of the Contractor can work on the development of the Contaminated Sites Risk Ranking Methodology.
  - c. The Personnel of the Contractor who are utilizing the Contaminated Sites Risk Ranking Methodology pursuant to this Contract, shall work separate and apart from personnel of the Contractor that are working for another client on contaminated sites or facilities under CER jurisdiction (which may ultimately be subject to risk ranking pursuant to the Contaminated Sites Risk Ranking Methodology).
  - d. The Work being prepared and produced by the Ranking Sites Personnel, including the ranking of the contaminated sites or facilities and determining the risk level of each of the contaminated sites or facilities, and any written documentation produced or oral conversations that take place related thereto, must at all times be kept confidential from the rest of the Personnel of the Contractor or any other persons.
  - e. If the Contractor is working on contaminated sites or facilities under CER jurisdiction for another client during the Term of this Contract, this work must be disclosed to the CER. The Contractor must disclose this to the CER by sending an email to Nafissa.Diop@cer-rec.gc.ca, with a Re: line of: *Conflict of Interest Disclosure, 84084-20-0092A*.
  - f. To the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract, other than pursuant to and in compliance with Clauses c, d and e. In the event the Contractor becomes aware of any additional matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing in accordance with Clause e above.
2. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.
3. The Parties' obligations, representations and warranties as set out in this Conflict of Interest Annex shall survive the expiry or termination of this Contract.



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**ANNEX E**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.84084-20-0092A between the Canadian Energy Regulator and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 84084-20-0092A

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



**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)



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### ANNEX "G"

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

### 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.

### 1 Technical Evaluation

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.

Proposals will be assessed using the following evaluation criteria. Bidders should provide a detailed response to each criterion. The CER reserves the right to verify any and all information provided by the bidder in the proposal

#### 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:

Requirement		Met (Y) / not met (N)
<b>M1</b>	<p><b>Past experience, technical expertise and knowledge of bidder and proposed project team</b></p> <ul style="list-style-type: none"> <li>• The bidder must be knowledgeable on risk ranking methodologies for contaminated sites used by other federal and provincial departments.</li> <li>• The bidder must provide one example project, no more than one page that describes similar work completed in the past for other government authorities or organizations.</li> </ul>	



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<ul style="list-style-type: none"> <li>The bidder must include client references and contact persons for each project. The proposal must make evident that the bidder is familiar with risk ranking methodologies used in other government departments and will use this familiarity to build a methodology that is useful for the CER. The example should specify which project team members were involved as key personnel in these projects</li> </ul> <p>The contractor must also submit curriculum vitae (CV) of key personnel that will work on the project showing their previous experience and qualifications and involvement in the projects presented in M1 and R4. There is no page limit for the CV however it is important to outline in the CV only the education and technical experience that are relevant for this project. We are evaluating bidders both on past experience and the proposed resources. We need to know key personnel that will work on the project and their experience and qualifications. This requires submission of their CVs.</p> <p>R4 Demonstration of technical capability states that the examples of projects should specify which project team members were involved as key personnel in these projects. This also implies that bidders should submit key personnel CVs showing this experience.</p>	
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## 1.2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the proposal.

Bidder **MUST** obtain the required minimum of 70 points overall for the technical point rated criteria. Bidders not meeting the minimum required points will be deemed non-responsive and given no further consideration.

Bidders will be awarded points based on the following:

	<b>Requirement</b>	<b>Score</b>
<b>R1</b>	<p><b><u>Demonstration of understanding of scope of work</u></b></p> <p>The bidder should demonstrate a complete understanding of the project's scope and objectives, including the regulatory environment in which the CER carries out its environmental mandate, and the importance of good communication with the CER when working virtually. The bidder should anticipate possible difficulties in completing the project and how these difficulties will be mitigated.</p>	<b>/25</b>





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<b>R2</b>	<b><u>Methodology</u></b>  The bidder should describe the steps that will be applied to the review of current CER information and how the review will lead to the development of a methodology that will be effective for risk ranking contaminated sites at the CER. The bidder should provide examples of factors that will be considered in the derivation of the risk ranking methodology. The bidder should compare the methodology to those used by the provinces and other federal departments.  The bidder should confirm the methodology would consider CER system requirements for implementation by the CER.	<b>/40</b>
<b>R3</b>	<b><u>Ability to meet deadline</u></b>  The bidder should demonstrate that all deliverables can be completed on a timely basis.	<b>/15</b>
<b>R4</b>	<b><u>Demonstration of Technical Capability</u></b>  In addition to M1, The bidder should describe previous work that demonstrates the project team has the necessary skills to develop a useful risk ranking methodology for contaminated sites for the CER. The bidder should provide two to three additional examples, no more than one page each that describe similar work completed in the past for other government authorities or organizations. The bidder must include client references and contact persons for each project. The proposal must make evident that the bidder is familiar with risk ranking methodologies used in other government departments and will use this familiarity to build a methodology that is useful for the CER and can be implemented by the CER. The examples should specify which project team members were involved as key personnel in these projects.	<b>/20</b>
	<b>Minimum number of point required to be declared responsive: 70</b>	
	<b>Points obtained:</b> <b>Maximum number of points available:</b>	<b>/100</b>

2 **Financial Evaluation**

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

**Basis of Selection: Basis of Selection - Highest Rated Within Budget**



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(See section 4.2 of RFP)

### **Maximum Funding**

The maximum funding available for the Contract resulting from the bid solicitation is **\$95,238.10**

(Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



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### Generic Evaluation Table

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	20% of available points	40% of available points	60% of available points	80% of available points	100% of available points
<b>Did not submit information which could be evaluated</b>	<b>Team proposed is not likely able to meet requirements</b>	<b>Team does not cover all components or overall experience is weak</b>	<b>Team covers most components and will likely meet requirements</b>	<b>Team covers all components. Some members have worked successfully together</b>	<b>Strong team has worked successfully together on comparable projects.</b>
	Sample Projects not related to this requirement	Sample Projects generally not related to this requirement	Sample Projects generally related to this requirement	Sample Projects directly related to this requirement	Leads in sample projects directly related to this requirement.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Lacks complete or almost complete understanding of the requirements	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrate a good understanding of the requirements	Demonstrate a very good understanding of the requirements	Demonstrate an excellent understanding of the requirements
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability should ensure adequate results	Satisfactory capability should ensure effective results	Superior capability should ensure very effective results