

RETURN BIDS TO:

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

REQUEST FOR PROPOSAL (RFP)

Comments

Proposal To: Canada Energy Regulator

We hereby offer to sell to Canada Energy Regulator, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

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

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Title		
Graphic Design Services		
Solicitation No.	Date	
84084-21-0066	2021-06-07	
Solicitation Closes	Time Zone	
at	02 :00 PM – 14h00	Mountain Daylight Time (MDT)
on	2021-07-09	
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
proposals.propositions@cer-rec.gc.ca		
Area code and Telephone No.	Phone No. / E-mail	
Destination – of Goods, Services, and Construction:		
Canada Energy Regulator - La Régie de l'énergie du Canada 517 Tenth Avenue, SW Calgary, AB T2R 0A8		
See herein		

Instructions: See Herein

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

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This bid solicitation is divided into seven parts plus annexes and, attachments 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security 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 **ANNEX A** Statement of Work, **ANNEX B** Basis of Payment and **ANNEX C** Task Authorization Form, and **ANNEX D** Technical Evaluation Criteria.

The attachments include **ATTACHEMENT 1 TO PART 5** Certifications and **ATTACHMENT 2 TO PART 5**, Additional Certifications required precedent to Contract Award.

1.2 Summary

- a. The Canada Energy Regulator (CER) has a requirement for graphic design services to support various teams within the organization on an “as and when requested” basis. Up to three resources may be required at various times for varying periods of time.
- b. This solicitation is intended to result in the award of 1 (one) contract which will be for one (1) year plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract.
- c. This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Korea Free Trade Agreement (CKFTA), and the Canadian Free Trade Agreement (CFTA).
- d. The resulting contract will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

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 electronically only to the Canada Energy Regulator (CER) by the date, time and place indicated on page 1 of the bid solicitation.

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

Bidders should note **the file attachment size limit is 35MB/each**. If any file size is over that limit, it is bidder's responsibility to break it into smaller files and send them under separate email; or send it in **ZIP file format** before the bid closing date and time.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (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.

2.4 Former Public Servant

a. Information Required

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.

b. 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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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.

c. 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.

d. 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.

2.5 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 reasons 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 in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid is to be prepared as follows:

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
 - i. Section I: Technical 1 (one) PDF copy by email
 - ii. Section II: Financial Bid 1 (one) PDF copy by email
 - iii. Section III: Certifications 1 (one) PDF copy by email

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

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use a numbering system that corresponds to the bid solicitation;
 - ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iii. Include a table of contents.
- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged, as applicable, to :
 - i. use paper containing fiber certified as originating from a sustainably managed forest and/or containing minimum 30% recycled content; and
 - ii. 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.
- d. **Submission of Only One Bid:**
 - i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
 - ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

e. Joint Venture Experience:

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party, however, that experience cannot be used because the third party is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint-Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party, however, that experience cannot be used because the third party is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Refer to Annex D - Technical Evaluation Criteria

4.1.1.3 Point Rated Technical Criteria

Refer to Annex D - Technical Evaluation Criteria

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Annex B – Basis of Payment.

4.1.2.2 The Bidder must submit its financial bid in accordance with Annex B – Basis of Payment.

The proposed firm all-inclusive hourly labour rates must include all Contractor overheads, G&A, and profit, if any. Furthermore, the proposed firm all-inclusive hourly labour rates must include any and all overtime payments which the Contractor makes, or is obligated to make, to its personnel or subcontractors. Any and all labour costs billable under authorized tasks must be in accordance with the basis of payment for the authorized task, and based solely on the labour rates proposed by the Bidder under Annex B –Basis of Payment.

The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.

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

The quantities as shown in Annex “B” are estimated usages and for evaluation purposes only and will not form part of the final Contract

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

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 of 77 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 105 points.

4.2.2. Bids not meeting (a) or (b) or (c) 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 the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 60)	Pricing Score (LP/Pi x 40)	Combined Rating
Bidder 1	$120/135 \times 60 = 53.33$	$50/60 \times 40 = 33.33$	86.66
Bidder 2	$98/135 \times 60 = 43.55$	$50/55 \times 40 = 36.36$	79.91
Bidder 3	$82/135 \times 60 = 36.44$	$50/50 \times 40 = 40.00$	76.44

4.2.8 Number of contracts

CER intends to award one contract for this requirement.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. . Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to part 5.

5.1.3 Additional Certifications Required Precedent to Contract Award.

The Bidder must provide with its bid the required additional certifications included in Attachment 2 to part 5.


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

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [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.]	
Jurisdiction of Contract: 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)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions. (if applicable)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder	

<p>[include both the level and the date it was granted]</p> <p>[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.]</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"> 1. The Bidder considers itself and its proposed resources 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. 		
<p>Signature of Authorized Representative of Bidder</p>		

**ATTACHMENT 2 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD****1. Federal Contractors Program For Employment Equity - Certification**

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

For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

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

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

or

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

B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or

- B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

2. Status and Availability of Resources

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

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

3. 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.

4. Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Print name of authorized individual & sign above

Signature: _____ Dated: _____

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 Requirement

This contract does not contain a security requirement.

6.2 Statement of Work

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

6.2.1 Task Authorization

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and value will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

C. Task Authorization Process

6.2.1.1 Process of Issuing a TA:

When a requirement for a specific task is identified, a draft Task Authorization will be prepared by the Project Authority and sent to the Contractor. Once the Contractor receives the draft TA, the Contractor must submit a response which includes resumes of proposed resource(s) to the Project Authority identified in the TAA within **five (5) working days** of the request, unless a longer period is specified in the draft TA. The Project Authority will evaluate the proposed resource against the mandatory technical criteria of the Request for Proposal. An interview may be requested. The Project Authority will advise the Contractor the acceptability of the proposed resource(s).

6.2.1.2 Approval Process of TA:

If Canada approves the Contractor's proposed resource(s), the Contractor must provide the resource name on the TA, sign the TA and return it to the Project Authority identified in the TA. The Contracting Authority will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

6.2.1.3 Contents of a TA:

A Task Authorization must contain the following information, if applicable:

- 1) a task number;
- 2) the details of any financial coding to be used;
- 3) the number of resources in each category level required;
- 4) a brief description of the work outlining the activities to be performed and identifying any deliverables;
- 5) the duration of the task is to be carried out (start and end dates);
- 6) the number of person-days of effort required;
- 7) the specific work location;
- 8) the price payable to the Contractor for performing the task;
- 9) any other constraints that might affect the completion of the task.
- 10) for each resource proposed by the Contractor for the performance of the Work required:
 - the name of the proposed resource;
 - a demonstration that the proposed resource meets the mandatory technical requirements; and
 - the Contract security requirements, as applicable.

6.2.1.4 Charges for Work under a TA:

The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. 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 being incorporated into the Work.

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2035 (2020-05-28), General Conditions – Higher Complexity – Services, 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 by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, Annex B.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) 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.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Owuor Okiro
Title: Procurement Analyst
Department: Canada Energy Regulator
Address: Suite 210, 517 Tenth Avenue SW
Calgary, AB T2R 0A8
Telephone: 403-604-6254
E-mail address: Owuor.Okiro@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: *(To be completed at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

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



The Contractor's Representative is: (To be filled in by the Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

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

6.7.1.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

6.7.2.1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD. Customs duties are included and Applicable Taxes are extra.

6.7.2.2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.7.2.3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

6.7.2.4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic).

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must specifically refer to the task authorization number and name of resource. Each invoice must be supported by a copy of time sheets to support the time claimed.

The original must be forwarded electronically to the Project Authority identified in the Task Authorization for certification and payment.

6.9 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.

6.10 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. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. 2035 (2005-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.
- c. Annex "A", Statement of Work;

- d. Annex "B", Basis of Payment;
- e. Annex "C", Task Authorization Form;
- f. the Contractor's bid dated (TBD).

6.12 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.13 Intellectual Property

SACC Manual 4007 (2021-08-16), Canada to Own Intellectual Property Rights in Foreground Information applies to this Contract.

6.14 SACC Manual Clauses

The following SACC clauses apply to this Contract:

- A7017C (2008-05-12), Replacement of Specific Individuals
- C0711C (2008-05-12), Time Verification
- G1005C (2016-01-28), Insurance – No Specific Requirement
- C0705C (2010-01-11), Discretionary Audit

ANNEX "A"

STATEMENT OF WORK

Background

The Canada Energy Regulator (CER) is a quasi-judicial institution that adjudicates applications for pipelines and facilities that cross interprovincial or international borders. The CER is committed to enhancing Canada's global competitiveness.

Objective

The objective of this contract is to provide graphic design services to the CER on an "as and when requested" basis.

Description of Work

The work may include, but is not limited to info graphics, graphics for use online, presentation material, imagery, design of promotional material, design (and layout) of printed material, and design of corporate/program identity elements as follows:

- Produce creative design concepts, graphics and layouts
- Edit existing graphics projects as required
- Provide a single-point of contact to manage all design requests.
- Graphic designers will be available for teleconference or video conference discussions to gather requirements and ensure understanding of a particular graphics request.
- Before work commences the Contractor's contact will provide the CER an estimate of hours required to complete a graphics request. This estimate must be accepted by the CER prior to work commencing. If the work will exceed the estimate, the CER must be informed as soon as reasonably possible.
- Graphic requests must be acknowledged within three hours, during business hours. If an item is urgent, the CER project authority will call the supplier directly to identify the urgency.
- Turnaround, for a first draft, on regular graphic requests will be within a 24-48 hr time period depending on the complexity of the request, as determined by the requestor.
- Turnaround for urgent requests will be discussed, and as reasonable, would be required same day.
- Willingness to liaise with other contractors working with the CER to transfer design files, elements, etc.
- Lead designer, as identified by the supplier, would travel to Calgary (if not located in the city) three times per year to attend meetings/workshops.
- Design files must be made available to the CER upon request. Output files are anticipated to be: jpg, pdf, gif
- Design will comply with the Government of Canada's Policy on Communications and Federal Identity (found at <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>) and associated standards and procedures.
- All graphic requests sent to the supplier would be triaged through a single point of contact from the CER.
- Updating the design of existing CER data visualizations and creating new visualizations, such as interactive dashboards;
- Working with the CER team to produce design concepts and deliverables throughout the entire project lifecycle from data discovery and ideation through to iterative design and development, assessment, and continual improvement through testing phases. The contractor will provide guidance/instruction for CER staff when required.
- Knowledge transfer by providing CER staff with courses relating to data visualization principles and design best practices, which may include user experience, data analytics dashboard design, data visualization and infographic design.

Constraints and Assumptions

- The workflow would not be constant, rather ad hoc requests over time. The CER will provide as much advance notice as possible to assist the supplier's resource planning.

- All design elements, products, design files would be the property of the CER.
- Any required stock photography would be purchased by the supplier and granted the CER to use without obtaining the approval of third party.

Deliverables:

The Contractor shall deliver:

- Draft and final designs and layered source files (e.g. Photoshop, Illustrator, InDesign) in accordance with the Government of Canada's Policy on Communications and Federal Identity.
- Supporting documentation, outlining specifications for design work.
- All files and fonts used as input to the final design work.
- Progress reports and status updates.

Location of Work

The work shall be performed at the Consultant's location. No travel and living expenses are required.



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 Annex B, Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

Table 1 Contract Initial Period: from the date of Award for one year

Name of Resource	Estimated Number of days per year	Firm Per Diem Rate (Canadian \$ per day)	Total (Canadian \$)
	A	B	C = A x B
Graphic Design Services	70		
Total Initial Contract Period			\$D1

Table 2 - Option Period 1

Name of Resource	Estimated Number of days per year	Firm Per Diem Rate (Canadian \$ per day)	Total (Canadian \$)
	A	B	C = A x B
Graphic Design Services	70		
Total Option Period 1			\$D2

Table 3 - Option Period 2

Name of Resource	Estimated Number of days per year	Firm Per Diem Rate (Canadian \$ per day)	Total (Canadian \$)
	A	B	C = A x B
Graphic Design Services	70		
Total Option Period 2			\$D3

Note:

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

Total aggregate evaluation prices = D1 + D2 + D3

2. Definition of a Day/Proration (if Applicable)

2.1 A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Notes:

Based on a standard 7.5 hour day, Monday to Friday.

Hours in excess of 7.5 hours will be paid at the firm per hourly rate.

The quantities as shown in the tables 1, 2, and 3, are estimated usages, and for evaluation purposes only, and will not form part of the final Contract.

ANNEX "C"

TASK AUTHORIZATION FORM

Contractor:	Contract Number:
Commitment Number:	Financial Coding:
Task Number:	Date:

Task Authorization Request – to be completed by CER

1. Description of Work to be Performed

Project Authority:
 Technical Co-Authority:
 Contact: Phone: Email:
 Estimated Value: \$ (excluding GST)

2. PERIOD OF SERVICES	From:		To:	
3. Work Location				
4. Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Other Conditions /Restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
6. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
7. BILINGUALISM (if applicable)				
<input type="checkbox"/> YES		<input type="checkbox"/> NO		

TA Proposal - to be completed by Contractor

8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Hourly Rate - Discount	Number of Hours	Total cost
Professional services estimated	Total			



cost		
	GST	
	Grand Total	
TA Approval		
9. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor		Date
Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the Canada Energy Regulator)		Date
Name, Title and Signature of Contracting Authority on behalf of the Canada Energy Regulator		Date
10. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		

* Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (20030), shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from CER regulated companies and, for the duration of a call-up under this standing offer, agrees to:

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

ANNEX "D"

TECHNICAL EVALUATION CRITERIA

1 Technical Evaluation

In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

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

1.1 Mandatory Technical Criteria

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.

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

1.1.1 Mandatory Criteria

MANDATORY REQUIREMENTS			
	Description of Requirement	Cross Reference to where criteria is met in the proposal	Met Yes/No
M1.	The bidder resource must have a minimum of 5 years of experience providing graphic design services at date of bid closing. To demonstrate this the bidder must provide resumes that show that the proposed resources have all the required experience.		
M2.	The bidder must meet the requirements for availability of up to 3 resources at one time.		

M3.	<p>The bidder must provide three references from within the last five years from bid closing for which activities of a similar nature to the Statement of Work were provided.</p> <p>Note: The contracting authority may contact the references provided by the Bidder for purposes of validation.</p>		
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1.2 POINT RATED REQUIREMENTS

The proposal will be rated using this table.

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

**Point-Rated Criteria:**

	Description of Requirement	Max Points	Evaluation Guideline	Awarded Points
R1.	<p>The bidder has provided samples of previous graphic design work by the proposed resources similar in nature to the work proposed in the SOW.</p> <p>Bidders should further demonstrate, in writing, the experience they have in completing previous work as noted in the Statement of Work.</p>	50	<p>The bidder should provide hyperlinks or electronic photos of samples that display the full spectrum of the bidder's creativity, innovation and diversity of talent.</p> <p>The bidder should provide a brief narrative describing the work completed by the proposed resource(s).</p> <p>Samples should include infographics and document design/page layouts.</p>	
R2.	<p>The bidder has demonstrated capacity to perform the scope of work detailed in the Statement of Work.</p>	20	<p>The Bidder has identified key personnel who may be assigned to provide services as described, including their résumés, with detail of their roles and responsibilities related to the work to be performed under the contract.</p>	
R3.	<p>The bidder should demonstrate its management process to manage graphic design requests when working offsite, including urgent requests, as described in the Statement of Work.</p>	15	<p>The bidder should describe the process for managing design requests.</p>	
R4.	<p>The bidder should demonstrate experience with the Government of Canada's Policy on Communications and Federal Identity by providing three samples of its work.</p>	10	<p>The bidder should provide hyperlinks/electronic photos of examples and a detailed description of projects adhering to Canada's Policy on Communications and Federal Identity and associated procedures and standards.</p>	



R5	The bidder should have at least five (5) years' experience at date of bid closing in graphic design services.	15	<p>The points will be awarded as follows:</p> <p>Over 5 years to 7 years (over 60 months up to 83 months) – 5 points</p> <p>Over 7 years to 9 years (84 months up to 109 months)– 10 points</p> <p>Over 9 years (108 months or more) – 15 points</p>	
Total points available for point rated criteria for (R1+R2+R3+R4+R5) = 105 points. Minimum points require for point rated criteria: 77 points				