



Solicitation No. 84084-21-0080	Closing Date and Time: October 8, 2021
Legal Counsel Services for Financial Instruments	2:00 PM MDT

High Complexity Bid Solicitation and Resulting Contract

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form.

1.2 Summary

1.2.1 The objective of this requirement is to provide legal advices regarding financial resources submission and financial instruments to assist the Canadian Energy Regulator (CER) in reviewing and updating CER regulations that will provide legislative consulting expertise for legislative drafting and regulatory development and provide legal analysis and advice based on extensive experience in working an oil and gas regulations.

Contract period will be for one (1) year with four (4) one-year option periods.

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



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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions (**2003**) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

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 proposal.propositions@cer-rec.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.



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

All emailed bids must be received before the bid closing date and time. Any email received after the bid closing date and time will not be accepted. Bidders should note the file attachment size limit is 10MB

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament](#)



[Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than *five (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 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Canada requests that the Bidder submits its bid in separate attachments for each sections as follows:

Section I: Technical Bid *PDF soft copies via email*

Section II: Financial Bid *PDF soft copies via email*

Section III: Certifications *PDF soft copies via email*

Section IV: Additional Information *PDF soft copies via email*

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.



Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, "financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Carol A. Hambleton will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "E".

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0027T, Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 30 points.
2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.



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4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 40 = 24.55$	$45/50 \times 40 = 27.00$	$45/45 \times 40 = 30.00$
Combined Rating		84.18	73.15	77.00
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification



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

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

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

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, 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. 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".

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

1. The *Project Authority* will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:



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- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Security requirement for Canadian supplier:

The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)

1. 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 by the CSP, PWGSC



2. The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
4. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C.
 2. Contract Security Manual (latest edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to XX, XXXX, 2022 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carol A. Hambleton
Title: Senior Procurement Consultant
Organization: Canadian Energy Regulator
Accounting and Procurement
Address: 517 Tenth Avenue SW, Suite 210
Calgary, Alberta
T2R 0A8

E-mail address: Carol.Hambleton@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.



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7.5.2 Project Authority (to be filled at award)

The Project Authority for the Contract is:

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

 Telephone: ___ - ___ - _____
 Facsimile: ___ - ___ - _____
 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.

7.5.3 Contractor's Representative (to be filled at award)

Representative: _____
 Title: _____
 Address: _____

 Telephone: _____
 Email: _____

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the "limitation of expenditure" specified in the authorized task authorization. Custom duties are "excluded" and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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.



7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.6.3 Method of Payment - Monthly Payment

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

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

the Work performed has been accepted by Canada

7.6.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);



7.6.5 Discretionary Audit

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be 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 firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

7.6.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7 Invoicing Instructions

- a) The Contractor is required to provide the Project Authority with an invoice identifying the following information:
 - i. Task Authorization number;
 - ii. Names of Resources;
 - iii. Number of days and number of sitting hours/day;
 - iv. Simple breakdown of Work
 - v. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- c) Invoices must be distributed as follows:

<<insert the Project Authority email, prior to award>>

7.8 Certifications and Additional Information

7.8.1 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.

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2035 (2020-05-28)**, General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirement Checklist;
- (f) Annex D, Task Authorization Form;
- (h) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.11 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

Legal Counsel Services – Financial Services and Banking

1. Background

Sections 137 to 139 of the *Canadian Energy Regulator Act (CER Act)* and the *Pipeline Financial Requirements Regulations (Regulations)* set out absolute liability limits in relation to the unintended or controlled releases from a pipeline and financial resource requirements for companies authorized under the CER Act to construct or operate a pipeline. The Pipeline Financial Requirements Guidelines (**Guidelines**) provides further details on how a pipeline company should demonstrate that it meets the financial resource requirements established in the CER Act and Regulations. The Guidelines set out the expectation that every Company must file a financial resources plan with the Commission of the Canada Energy Regulator (**Commission**) and annual compliance filings.

The Commission has approved the financial resource plans for companies in relation to the initial implementation of the financial resource requirements. However, continued oversight is required to address material changes to financial resources plans and the financial resources plans of new companies entering the Canada Energy Regulator's (**CER**) jurisdiction. Financial resources plans may contain complex financial instruments, such as letters of credit, parental guarantees, and indemnity agreements which require specialized legal review to ensure compliance with the CER Act and the Regulations.

Section 242 of the CER Act also authorizes the Commission to order a company to maintain funds or security to ensure that the company has the ability to pay for the abandonment of its pipeline and any costs and expenses related to its abandoned pipeline. The Commission's oversight of abandonment funding includes the review of abandonment cost estimates, and assessment of company set aside and collection mechanisms to provide adequate funds to pay for pipeline abandonment (i.e., letters of credit, surety bonds, and trust agreements).

2. Objective

The objective of this requirement is to advise the Commission with external legal counsel regarding the evaluation of financial resource submissions, inclusive of financial instruments, CER guidance to regulated pipeline companies on financial resources, abandonment funding, and other complex financial regulatory matters.

3. Requirement

The CER requires external legal counsel on an "As and When Required: Task Authorization Contract" to provide advice on the following:

3.1. Financial resource submissions, evaluation of the following financial instruments:

- Insurance policies;



- Escrow agreements;
- Letters of credit;
- Lines of credit/credit agreements;
- Participation in a pooled fund;
- Parent company guarantees;
- Indemnity agreements;
- Surety and indemnity bonds; and
- Suretyship and pledge agreements.

3.2. Other financial regulatory matters:

- Commission communications related to financial resource requirements;
- The Pipeline Financial Requirements Guidelines;
- Internal CER policies and assessments associated with financial resources; and
- Abandonment funding

4. Tasks

Each Task Authorization will specify the specific tasks and financial instruments in respect of the requirements described above, which may include:

4.1. Review financial resource submissions, particularly complex financial instruments in proposed financial resource plans, and provide legal advice via a written memo on:

- 4.1.1. conformity with the CER Act, Regulations and Guidelines;
- 4.1.2. potential legal and practical risks;
- 4.1.3. how to mitigate the legal and practical risks identified; and
- 4.1.4. gaps or deficiencies in the submissions that need to be filled with further information.

4.2. Review correspondence, information requests, directions or orders to CER-regulated companies that the Commission may wish to issue in relation to financial resource requirements and provide legal input in writing.

4.3. Review the Guidelines and provide written legal advice on updates and improvements.

4.4. Review internal CER policies and assessments associated with financial resources and provide recommendations on improvements in writing.

4.5. Review abandonment funding submissions, particularly company set aside and collection mechanisms (i.e., letters of credit, surety bonds, and trust agreements), and provide legal advice via a written memo on:

- 4.5.1. conformity with the CER Act and relevant abandonment funding decisions (ex. RH-2-2008, MH-001-2012, MH-001-2013);
- 4.5.2. potential legal and practical risks;
- 4.5.3. how to mitigate the legal and practical risks identified; and
- 4.5.4. gaps or deficiencies in the submissions that need to be filled with further information.

4.6. Provide legal advice on any other complex financial regulatory matters that may arise.



- 4.7. Advise the Commission via the Project Authority (PA) on recommendations, concerns or issues.
- 4.8. Provide presentation of advice or recommendations to CER staff or Commissioners upon the request by PA.
- 4.9. Attend all virtual or in-person meetings requested by the PA.

5. Deliverables

- 5.1. For any task requiring written deliverables, a draft must be provided electronically for review by PA four(4) calendar days prior to the deadline with the final work product provided at the deadline of the associated Task Authorization, unless the draft requirement is waived or modified in writing by the PA.
- 5.2. Written material must be provided in a compatible application to Microsoft Word 2008 or newer.
- 5.3. Presentation material must be provided in compatible application to Microsoft PowerPoint 2008 or newer.
- 5.4. Meetings and presentations will be in-person or through either MS Teams or Zoom.

6. Work Location and Hours

- 6.1. All work will be conducted off-site.
- 6.2. Contractor and/or Contractor Resources must be available for meetings between the core hours of 08:00 to 17:00 Monday to Friday Mountain time.

7. Language

Language of work and any deliverables will be provided in English.

8. Constraints

- 8.1. Transportation between the Contractor's office and CER locations are the responsibility of the Contractor and the Contractor's Resources. The CER will not be held accountable for insurance or reimbursement for any travel.
- 8.2. The Contractor and the Contractor's Resources providing the services must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada.
- 8.3. During the performance of the contract, the Contractor or the Contractor's Resources must not direct any agencies or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 8.4. At all times during the provision of the required services, the Contractor's Resources are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g., total value of contract(s) awarded).
- 8.5. All correspondence, either initiated by the Contractor's Resources or by any business unit of the CER, must be submitted to PA. Correspondence is defined as records of conversations or decisions as well any written correspondence in any format.



- 8.6. The Contractor and the Contractor's Resources must ensure that, at all times, they do not use the Government of Canada or CER designations, logos or insignias on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads other to perceive the Contractor or the Contractor's Resources as being an employee of Canada.
- 8.7. Any communication with a Contractor regarding the quality of work performed pursuant to this contract must be undertaken by official correspondence through the Contract Authority (CA).
- 9. Responsibility of the Contractor**
- 9.1. Contractor will be responsible to have a secured location for storage of the CER Laptop, when laptop is not being used by either of the identified Contractor's Resources;
- 9.2. Contractor will be responsible to provide a fixed amount of billable hours for each Task Authorization to the PA within two (2) calendar days from the receipt of the documents required to be reviewed and provide advice on prior to the issuance of a Task Authorization;
- 9.3. Should the Contractor have an issue in completing the Task Authorization within the fixed amount of billable hours, and the CER is not the cause, there will be no amendment established for additional billable hours. If the CER is the cause, it must be provided in writing to the PA of what the cause was and the additional billable hours to complete the Task Authorization;
- 9.4. Provide a secondary Resource at the request of PA, should the primary Resource not be available for a period of three days or more or is unable to further provide the work associated with the Task Authorization;
- 9.5. During the performance of the Contract, the Contractor or Contractor's Resource(s) must not direct any agencies, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 9.6. At all times during the provision of the required services, the Resource(s) is not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g., total value of contract(s) awarded);
- 9.7. Take human resources and performance action for the Contractor's Resources for the duration of the contract;
- 9.8. Immediately remove the Contractor's Resource(s) upon the request of PA or CA;
- 9.9. All correspondence, either initiated by the Resource(s) or by any section of CER, must be submitted to the PA. Correspondence is defined as records of conversations or decisions as well any written correspondence in any format;
- 9.10. The Contractor and the Contractor's Resource(s) must ensure that, at all times, they do not use the Government of Canada or the Client Agency designations, logos or insignias on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads other to perceive the Contractor or the Contractor's Resources as being an employee of Canada; and



9.11. Contact the CA, and only the CA, for any contractual issues concerning the Task Authorization.

10. Responsibility of the Contractor's Resources

- 10.1. The identified Contractor's Resources are responsible for the security of the CER laptop when in or when not in use;
- 10.2. The identified Contractor's Resources will ensure that the CER laptop will only be used to access the required documents sent by the PA and to provide the PA reports, as per the Work associated in the Task Authorization;
- 10.3. Notify both the Contractor and PA in writing if they are unavailable to commence the work required in the Task Authorization.
- 10.4. Provide any written deliverables electronically to the PA by the deadline established in each individual Task Authorizations.
- 10.5. Provide a Weekly Status Report on the status on work conducted, unless this requirement is waived or modified in writing by the PA.
- 10.6. Resource will adhere to CER security standards and procedures in the handling of all confidential materials.

11. Responsibility of the CER

- 11.1. PA will provide a CER laptop and access to the CER network;
- 11.2. PA will negotiate with the Contractor and mutually agree in writing should there be a change in the original submitted fixed amount of Billable Hours for a Task Authorization within two calendar days from Contractor's receipt of the Task Authorization.
- 11.3. PA will accept or decline any additional/replacement Contractor Resources in writing to the Contractor within two days of receiving résumé.
- 11.4. PA will provide the Contractor's Resource with all available data, document and /or database access deemed necessary by the PA for the work associated with the Task Authorization.
- 11.5. PA will advise the Contractor's Resource a minimum of two days prior to any required meetings that the Contractor's Resource has to attend.
- 11.6. PA will review and comment on any draft document associated with a Task Authorization within two days of receipt, unless otherwise agreed to in writing by PA and the Contractor's Resource.
- 11.7. The PA is responsible for notifying the CA of any performance issues regarding the Contractor's Resource. The CA is then responsible for notifying the Contractor.



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11.8. The CA is responsible for the immediate removal of the Contractor's Resource should there be an issue with safety to CER employees and/or property. The CA will notify the Contractor by phone and follow-up in writing via email to explain the reasons and circumstances of the immediate removal of the Contractor's Resource.

12. Travel

There is no travel associated with this Contract.

ANNEX "B"

BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid or each of the periods specified below its quoted all-inclusive fixed hourly rate (in Can \$) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	Period	All-inclusive fixed Hourly Rate	Estimated Volumetric Data	Estimated Total
		A	B	C = A x B
1	Contract Period 1 - XX October 2021 to XX, September 2022			
	Senior Legal Council for Banking	\$XXX.XX	1,125 hours	\$
	Estimated Total Contract Period			\$
2	Option Period 1 - XX October 2022 to XX, September 2023			
	Senior Legal Council for Banking		1,125 hours	\$
	Estimated Total for Option Period 1			
3	Option Period 2 - XX October 2023 to XX, September, 2024			
	Senior Legal Council for Banking		1,125 hours	\$
	Estimated Total for Option Period 2			
4	Option Period 3 - XX October 2024 to XX, September, 2025			
	Senior Legal Council for Banking		1,125 hours	\$
	Estimated Total for Option Period 3			
5	Option Period 4 - XX October 2024 to XX, September, 2025			



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Senior Legal Council for Banking		1,125 hours	\$
Estimated Total for Option Period 4			

Definition of a Day/Proration

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.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.



ANNEX "C"

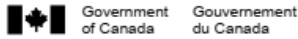
Security Requirement Checklist



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Clear Data - Effacer les données



English Instructions

Instructions français

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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 Legal Services Unit	
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 External legal advice on the evaluation of financial resource submissions/financial instruments. Other complex financial regulatory matters.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information, or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED, NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input 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

TBS/SCT 350-103 (2004/12)





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

Special comments: / 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

Security Classification / Classification de sécurité
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PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

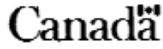
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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).

Security Classification / Classification de sécurité
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ANNEX "D"

TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
Contract Number: _____			
Financial Coding: _____			
Date: _____			
TA Request (For completion by Technical Authority)			
1. Description of Work to be Performed			
Statement of Work [Insert details]			
Description of any Deliverable(s) required			
_____	To:	_____	
[Indicate where the work will be performed]			
<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
Fixed Price	\$ _____		
<input type="checkbox"/>			
7. 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			
8. BILINGUALISM (if applicable)			
<input type="checkbox"/> YES		<input type="checkbox"/> NO	
List of the categories of personnel			
TA Proposal [For completion by Contractor]			
9. Estimated Cost Contract <Insert additional rows as required>			
Firm Unit Rate	Estimated # of hours or days	Total cost	
Total			<TBD>
GST			
Grand Total			
Estimated Cost			
GST			
Total Travel & Living Cost			
Grand Total for Labour and Travel			<TBD>



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TA Approval	
10. Signing Authorities	
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor
Name, Title and Signature of Individual Authorized to Sign on Behalf of the CER	CER – Technical Authority
Name, Title and Signature of Individual Authorized to Sign on Behalf of CER	CER- Contracting Authority
11. 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 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	
<p>The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector (2011), shall derive any direct benefit from this Contract.</p> <p>The Contractor agrees to maintain financial independence from CER regulated companies and, for the duration of a Contract, agrees to:</p> <ul style="list-style-type: none"> • Maintain confidentiality in all work conducted for the CER; • Maintain the independence of its staff working on CER projects from its staff who may be working for CER regulated companies on other projects; • Not represent or work for parties or participants involved in any CER proceeding (including the applicant or interveners) if it has been contracted by the CER to provide services on said proceeding. • Disclose any conflict of interest. 	



ANNEX “E” Bid Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



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Criterion ID	Mandatory Criteria	Required Information
Legal Counsel Services – Financial Services and Banking		
M1	Bidders must clearly demonstrate that the Bidder's Firm has provided legal advice in the areas of financial services and banking within the last ten (10) years to either a federal, provincial, municipal, or international government or large corporation from the date of bid closing.	<p>The following must be provided:</p> <ul style="list-style-type: none"> • Name and description of client organization and relevant experience; • Timeframe (from-to dates month/year); • Description of the roles and responsibilities for each project; and • Provide one Canadian Government (can be Federal, Provincial, or Municipal) reference (name, email and phone number)
M2	Bidders must provide the names of a Primary Resource and Secondary Resource who will be responsible on working on the CER requirements.	<p>The following must be provided:</p> <ul style="list-style-type: none"> • Name and level of each Resource; • Name of law society; • Law Society Membership Number (if applicable); and • Proof that membership is currently in good standing.
M3	Bidders must clearly demonstrate that the proposed Resource(s) have a law degree from a recognized Canadian law school.	Provide documentation of law degree.
M4	Bidders must clearly demonstrate that the proposed Resource(s) have a minimum of three years practicing law since being called to the bar.	<p>The following must be provided:</p> <ul style="list-style-type: none"> • Year of bar call; and • Description of work experience since being called to the bar.



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Criterion ID	Mandatory Criteria	Required Information
M5	Bidders must clearly demonstrate that the proposed Resource(s) have provided legal advice in the areas of financial services and banking within the last three (3) years to either a federal, provincial, municipal, or international government or large corporation from the date of bid closing.	The following must be provided: <ul style="list-style-type: none">• Name and description of client organization and relevant experience;• Timeframe (from-to dates month/year);• Description of the roles and responsibilities for each project; and• Provide one Canadian Government (can be Federal, Provincial, or Municipal) reference (name, email and phone number)
M6	Bidders must provide a detailed résumé for each proposed Resource.	A copy of the Resource's résumé identifying Mandatory and Point Rated Technical Criteria.
M7	Bidders must ensure that one (1) of the proposed Resources has a PWGSC Enhanced Reliability Security Clearance.	Security Clearance #



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POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by CER to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. CER's assessment will be based solely on the information contained within the proposal. CER may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) required for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
Legal Counsel Services – Financial Services and Banking			
R1 – Firm's Evaluation Criteria			
R1.1	Bidders should clearly demonstrate that the Bidder's Firm has a minimum of five (5) years of experience in the last ten (10) years providing legal advice in the areas of financial services and banking to federal, provincial, municipal, or international governments or large corporations.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state "Project Privilege/Non-Disclosure Established"</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R2 - Primary Resource Evaluation Criteria			



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R2.1	<p>Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last five (5) years providing legal advice and reviews for the Financial Instrument – Lines of Credit/Credit Agreements.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R2.2	<p>Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Parent Company Guarantees.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>



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R2.3	Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Indemnity Agreements.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R2.4	Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Insurance policies.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p>



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		<i>Maximum points for Criteria – 12 points.</i>
R2.5	Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Letters of Credit.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>
		<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p><i>Maximum points for Criteria – 12 points.</i></p>
R2.6	Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Participation in a pooled fund.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>
		<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p>



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			<p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
R2.7	<p>Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Surety and Indemnity Bonds.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
R2.8	<p>Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Suretyship and Pledge Agreements.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p>



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		state “ Project Privilege/Non-Disclosure Established ”	<p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
R2.9	Bidders should clearly demonstrate that the proposed Primary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Trust Agreements.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
2.10	Bidders should clearly demonstrate that the proposed Primary Resource have experience in advising on regulatory financial resource requirements for the following industries: <ul style="list-style-type: none"> 1) Energy Industry; and 2) Pipeline Industry 	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). 	<p>Allocation of Points:</p> <p>Ten (10) points for either industry identified.</p>



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		*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “ Project Privilege/Non-Disclosure Established ”	Maximum points for Criteria – 10 points.
Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
Legal Counsel Services – Financial Services and Banking			
R3 - Secondary Resource Evaluation Criteria			
R3.1	Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten five (5) years providing legal advice in the areas of financial services and banking to federal, provincial, municipal, or international governments or large corporations.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R3.2	Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Lines of Credit/Credit Agreements.	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). 	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p>



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		<p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R3.3	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Parent Company Guarantees.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R3.4	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Indemnity Agreements.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); 	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p>



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		<ul style="list-style-type: none"> Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>
R3.5	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Insurance policies.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
R3.6	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; 	<p>Allocation of Points:</p>



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	<p>(10) years providing legal advice and reviews for the Financial Instrument – Letters of Credit.</p>	<ul style="list-style-type: none"> • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
<p>R3.7</p>	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Surety and Indemnity Bonds.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>



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R3.8	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Suretyship and Pledge Agreements.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 3 points</p> <p>Four (4) years of experience - 6 points</p> <p>Five (5) years of experience - 9 points.</p> <p>More than five (5) years of experience – 12 points</p> <p>Maximum points for Criteria – 12 points.</p>
R3.9	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have a minimum of three (3) years of experience in the last ten (10) years providing legal advice and reviews for the Financial Instrument – Trust Agreements.</p>	<p>Information of details of project:</p> <ul style="list-style-type: none"> Name and description of client organization; Description of Work provided; Timeframe (from to dates); Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Less than three years of experience - 0 points</p> <p>Three (3) years of experience - 5 points</p> <p>Four (4) years of experience - 10 points</p> <p>Five (5) years of experience - 15 points.</p> <p>More than five (5) years of experience – 20 points</p> <p>Maximum points for Criteria – 20 points.</p>



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R3.10	<p>Bidders should clearly demonstrate that the proposed Secondary Resource have experience in advising on regulatory financial resource requirements for the following industries:</p> <ul style="list-style-type: none"> 3) Energy Industry; and 4) Pipeline Industry 	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project). <p>*Note: if the above information cannot be provided due to privilege or a non-disclosure between the Resource and client, in Name and Description of Client state “Project Privilege/Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Ten (10) points for either industry identified.</p> <p>Maximum points for Criteria – 10 points.</p>
		Overall Total Allocated Points	320 points
		Overall Minimum Points	224 points



ANNEX "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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