



**RETURN BIDS TO:**

Canadian Energy Regulator  
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Bid Email:  
[proposals.propositions@cer-rec.gc.ca](mailto:proposals.propositions@cer-rec.gc.ca)

**SOLICITATION AMENDMENT**

**Comments**

This document contains security requirements.

**Proposal To: Canadian Energy Regulator**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

<b>Title</b>		
Pipeline Inspection Services		
<b>Solicitation No.</b>	<b>Amendment No</b>	<b>Date</b>
84084-21-0097		2021-10-07
<b>Solicitation Closes</b>		<b>Time Zone</b>
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Daylight Time (MDT)</b>
<b>on</b>	<b>2021-11-01</b>	
<b>F.O.B.</b>		
<b>Plant:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/>	<b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>		
Karen-Anne Deslandes		
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>	
	<a href="mailto:Karen-Anne.Deslandes@cer-rec.gc.ca">Karen-Anne.Deslandes@cer-rec.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction</b>		
<b>See herein</b>		

**Instructions:** See Herein

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



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## PART 1 - GENERAL INFORMATION

### 1.1 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, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Task Authorization Form and any other annexes.

### 1.2 Summary

- 1.2.1 The Canada Energy Regulator (CER) anticipates the need for the Contractor to provide inspection services primarily in the area of pipeline integrity management during periods of work load on "as and when needed" basis.

The period of the Contract is from date of award for two (2) years with an option to extend the period for an additional one (1) year.

- 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 [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)
- 1.2.4 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.



### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#), (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to the location and by the date, time and place indicated on page 1 of the bid solicitation.

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

Bidders who choose to submit their bids by email should note the file attachment size limit is 35MB. All emailed Bids must be received before the bid closing date and time indicated on page 1 of the bid solicitation. Any email received after the bid closing time will not be accepted.

### 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 Former Public Servant (FPS) in receipt of a pension?

Yes ( ) No ( )

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Basis for Canada's Ownership of Intellectual Property**

The Canada Energy Regulator ( CER)has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#).

The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: one (1) electronic copy in PDF format;  
Section II: Financial Bid: one (1) electronic copy in PDF format;  
Section III: Certifications: one (1) electronic copy in PDF format

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 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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.



### 3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

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

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

#### Option 1: (fill out by Bidder if applicable)

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25M)

#### Option 2: (fill out by Bidder if applicable)

- The Bidder does not accept to be paid by Electronic Payment Instruments.

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

### 3.1.3 SACC Manual Clauses

C3011T (2013-11-06) Exchange Rate Fluctuation

#### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.



#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory table and enter a “Y” for “Yes” or “N” for “No” in the “Met” column and provide the appropriate deliverables. Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

Bidder should provide references to components of its written proposal that demonstrate the criteria is met.

<b>MANDATORY REQUIREMENTS</b>			
	<b>Description of Requirement</b>	<b>Cross Reference to where criteria is met in the proposal</b>	<b>Met Yes/No</b>
<b>M1.</b>	<p>Bidder(s) must provide references from organizations for which the services/activities of a similar nature were provided.in the last 3 years.</p> <p>References may be used to validate the Bidder's success in previously providing services/activities to other clients, including the assigned personnel's reliability, preparedness etc. To satisfy this requirement the following should be provided:</p> <ul style="list-style-type: none"> <li>- Name of organization services were provided to;</li> <li>- Contact name and telephone number of person within the organization; and</li> <li>- Brief description of the services provided.</li> </ul>		
<b>M2.</b>	<p>Bidder must provide the names of primary resources and their resumes and credentials (education, certification, years' of relevant experience) for each area. Including current safety certifications and ability to obtain required company and required safety certifications in addition to being able attend Canada Energy Regulator inspection training in Calgary. Albertaas required.</p>		



POINT RATED REQUIREMENTS			
	Description of Requirement	Cross Reference to where criteria is met	POINTS
R1	<p>Bidder should demonstrate, in the submitted resumes, their resource's ability to meet the requirements outlined in the Statement of Work and deliverables in the following areas:</p> <ol style="list-style-type: none"> <li>1. Hydrocarbon pipeline and facility inspection and collection of compliance data (15 points)</li> <li>2. Knowledge of federal hydro-carbon pipeline Acts and Regulations (10 points)</li> <li>3. Hydrocarbon pipeline-related <b>environmental</b> mitigations and control measures and environmental regulatory requirements. Including assessing field conditions at watercourse crossings and soil handling practices (15 points)</li> <li>4. Hydrocarbon pipeline-related <b>safety</b> mitigations and control measures and safety regulatory requirements. Including assessing field conditions during construction and operational activities. (15 points)</li> <li>5. Hydrocarbon pipeline-related <b>damage prevention</b> control measures and regulatory requirements. Including assessing field conditions during construction and operational activities. (5 points)</li> <li>6. Providing inspection monitoring reports to the CER, and presenting at CER Calgary offices on other inspection related matters on a regular and frequent basis. (10 points);</li> <li>7. Conduct formal compliance meetings with industry (5 points)</li> <li>8. Providing training to CER staff on specific best available technology and emerging industry standards in pipeline construction matters as may be required (5 points)</li> </ol> <p><b>Note:</b> If the bidder does not have experience in any of the specified work areas (1 to 8 above), this should be clearly indicated in their proposal.</p>		/75



<b>R2.</b>	<p>Bidder should demonstrate a thorough understanding of standards, codes and best practices related to design, construction and operation of pipelines and other facilities. PCST: Pipeline Construction Safety Training H2S Alive Standard First Aid WHIMS</p>		/10
<b>R3.</b>	<p>The bidder should demonstrate that the key personnel assigned to the proposed project by role reflect the appropriate level of expertise, experience, and suitability to the nature and scope of the project. The bidder should include all relevant resumes and a detailed description of roles and responsibilities for each proposed consultant. If the bidder cannot fill all of the resource categories outlined in the Statement of Work, it should clearly indicate which resource categories it can fill.</p>		/10
<b>R4.</b>	<p>The Bidder should demonstrate their ability to substitute resources with the same qualifications and experience or better in the event of sickness, vacation, etc. to maintain quality, schedules and service standards. Where a qualified resource is not available the CER will have right of refusal of said resource for the work specified.</p>		/5
<p>Minimum points 65 Maximum points 100</p>			
<b>TOTAL</b>			/100



## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical Merit (80%) and Price (20%)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for criteria numbers R1 thru R4 for the technical evaluation, and
  - d. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
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 bids with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. This process will result in the award of one contract to meet the requirement.

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 equal 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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



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

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

## **5.1 Certifications Required with the Bid**

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

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

#### **5.2.2.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the



Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

### 5.2.2.2 Education and Experience

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

Signature \_\_\_\_\_

Date: \_\_\_\_\_

## PART 6 – SECURITY AND OTHER REQUIREMENTS

### 6.1 Security Requirements

**6.1.1 At the time 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 site(s) must meet the security requirement 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;

**6.1.2** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

**6.1.3** For additional information on security requirements, Bidders should refer to [the Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7 – Resulting Contract Clauses.



If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **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**

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

##### **C. TA Process**

###### **7.1.1.1 Process of Issuing a TA:**



If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Project Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a response to the Authority identified in the TA detailing the cost and time to complete the task. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within ten (10) working days of the request, unless otherwise specified. Resource evaluation will take place at the time of the TA request.

#### **7.1.1.2 Approval Process of TA:**

If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

#### **7.1.1.3 Contents of a TA:**

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

- 1) a task number;
- 2) the details of any financial coding to be used;
- 3) the number of resources in each category required;
- 4) a statement of work for the task outlining the activities to be performed and identifying any deliverables;
- 5) the duration of the task is to be carried out (start and end dates);
- 6) milestone dates for deliverables and payments (if applicable);
- 7) the number of person-days of effort required;
- 8) the specific work location;
- 9) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- 10) any other constraints that might affect the completion of the task.
- 11) for each resource proposed by the Contractor for the performance of the Work required:
  - the name of the proposed resource;
  - a demonstration that the proposed resource meets;
  - the Contract security requirements; and
  - Non-Disclosure Agreement
- 12) for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :



- the resume of the proposed resource;
- a demonstration that the proposed resource meets;
- the Contract security requirements; and
- Non-Disclosure Agreement

#### **7.1.1.4 Charges for Work under a TA:**

The Contractor must not charge Canada anything more than the Price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

#### **7.1.1.5 Consolidation of TAs for Administrative Purposes:**

The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

##### **I. Minimum Work Guarantee - All the Work - Authorized TAs**

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs, and "Minimum Contract Value" means 2% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract

#### **7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 2%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not



exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## 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](#) apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

[4007. \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#) 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 ISP*) apply and form part of the Contract.

7.3.1.1 The Contractor/Offeror must, at all time during the performance of the Contract/Standing Offer/Supply Arrangement hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

7.3.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), or other Canadian government department.

7.3.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC or the CER has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.

7.3.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC or the CER.

7.3.1.5 The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;



b) Industrial 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 for two (2) years.

### **7.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period 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 five (5) 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.

### **7.4.4 Comprehensive Land Claims Agreements (CLCAs)**

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name:	Karen-Anne Deslandes
Title:	Senior Procurement Specialist
Organization:	Canada Energy Regulator
Address:	517 Tenth Avenue, SW Calgary, AB T2R 0A8
E-mail address:	<a href="mailto:Karen-Anne.Deslandes@cer-rec.gc.ca">Karen-Anne.Deslandes@cer-rec.gc.ca</a>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.5.2 Project Authority**

The Project Authority for the Contract is: TBD



Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**7.5.3 Contractor's Representative (Filled by Bidder)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

**7.7 Payment**

**7.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations**

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.



### **7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ *TBD* . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Method of Payment**

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

### **7.7.4 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

### **7.7.5 Time Verification**

SACC Manual Clause C0711C (2008-05-12), Time Verification

### **7.7.6 Discretionary Audit**

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

### **7.7.7 Replacement of Specific Individuals**

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

## **7.8 Invoicing Instructions**

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:

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must specifically refer to:



- a. The task authorization number, location, name of resource
- b. A copy of the invoices, receipts of all travel and living expenses

**7.8.1** Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to Project Authority with the address shown in Section 7.5.2 of the Contract for certification and payment.

**7.9. Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

**7.10 Applicable Laws**

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

**7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035, (2020-05-28), Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D Task Authorizations.
- (l) Annex E Non-Disclosure Agreement
- (f) Annex F Electronic Payment Instruments
- (g) the Contractor's bid dated TBD.

**7.12 Insurance – Specific Requirements**

**7.12.1** The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) working days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



### 7.12.2 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

1. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the contract. The interest of Canada should read as follows: Canada, as represented by PWGSC.
2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
3. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
4. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
5. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
6. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
7. Employees and, if applicable, Volunteers must be included as Additional Insured.
8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
9. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
10. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) calendar days written notice of policy cancellation.
11. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the contract.
12. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8



A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **7.12.3 Errors and Omissions Liability**

The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

The following endorsement must be included: Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



## ANNEX "A"

### STATEMENT OF WORK

#### Pipeline Inspection Services

##### 1. Background:

The intent of this request is to enter into task authorization contracts whereby one qualified firm would be retained to undertake work on an as-needed basis. Management Services would exercise the delegated authority to enter into the contract(s).

Contract services are required in order to secure pipeline inspection expertise to support the Board's field oversight of operational facilities and anticipated pipeline construction projects.

##### 2. Objective:

The contract will enable Field Operations to ensure compliance verification and to assess and collect a higher volume of compliance data than current internal capacity would allow. As a result, compliance program managers will be able to provide high quality data for use in the CER's departmental results framework and enhance compliance verification planning in subsequent years. Other benefits - greater physical presence at regulated facilities and during pipeline construction will help to build public confidence related to our oversight activities.

##### 3. Requirement:

The Canada Energy Regulator requires the Contractor to provide temporary Professional services of a suite of highly qualified, experienced pipeline facility inspection resources to assist the Board during peak work-load situations. Qualified resources will be defined as having suitable education in the areas of Environment, Safety, Damage Prevention, Emergency Management, or Integrity Management; or the ability to deploy equipment with technical capabilities to adequately perform the tasks identified below.

These services will support the CER in meeting expected timelines for compliance oversight, incident investigations or other technical regulatory topics during peak work-load periods or when the CER does not have the requisite technical expertise in-house.

Depending on the terms of the Work Order under a task Authorization, the contractor may be required to work at the CER's Calgary office, on site at project locations or may be able to conduct the work at their own location. Project locations could be anywhere in Canada where there are **CER regulated facilities**.

##### 4. Tasks

The contractor will be responsible but not limited to the following;

- Provide knowledgeable experts to participate in field inspection along CER Inspection Officers (this includes making travel arrangements for the expert)
- Provide technical expertise on pipeline construction matter orally or in written format
- Create documentation on specific pipeline construction matters
- Provide training on specific pipeline construction matters



#### 5. **Contractor Qualifications:**

To participate in field activities, the individual provided by the contractor must have valid safety training including but not limited to:

- PCST: Pipeline Construction Safety Training
- H2S Alive
- Standard First Aid
- WHIMS

#### 6. **Work Locations and Hours of Work**

Any Work required at any of the CER office will be identified on each of the Task Authorizations.

#### 7. **Deliverables and Acceptance Criteria:**

Timely responses to requests for input into compliance verification reports, as directed by CER staff.

Timely and accurate evaluations of training material, as directed by CER staff.

#### 8. **Constraints**

1. CER reserves the right to refuse any Contractor's Resource who has been removed from previous CER requirements for non-performance and/or abusive language towards any CER staff, third-party clients or other Contractor's Resources;
2. Contractor's Resource should be mindful of the diverse representation within CER and the CER environment will not tolerate any discriminatory vocabulary or actions;
3. Contractor owned computers cannot be connected to the CER network (either directly or VPN);
4. Transportation between the Contractor's office and any/all CER locations are the responsibility of the Contractor and the Contractor's Resources. CER will not be held accountable for insurance or reimbursement for any travel to or from the contractor's office (except for travel to inspection location).
5. Decisions concerning revision or definition of policy or platform, as well as contractual obligations and requirements, are excluded from the Contractor services. The Resource must limit themselves to providing comments and recommendations only to the Project Authority (PA) or designated CER personnel on the issues associated in the Task;
6. The Contractor and Contractor's Resource(s) 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;
7. 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;
8. 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. 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 as any written correspondence in any format;
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
11. 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 Resource**

The Contractor's Resource will be responsible for the following:

- 8.1.1 To send in writing to both the Contractor and the PA if they are unavailable to commence work if the Work is required to be conducted at any CER location.
- 8.1.4 To advise the PA a minimum of two (2) days in advance if the Resource is required to come into any of the CER locations in the NCR to conduct meetings or other on-site requirements;
- 8.1.5 Will provide any written reports or documentation electronically to the PA on designated time periods established in each individual Task Authorizations; and To provide a Weekly Status Report on the status on work conducted and where the task or the deliverable are within the required timeline of the Task Authorization

#### **10. Conditions prior to contract award.**

Willing and available to work irregular hours (e.g., nights, weekends, statutory holidays)

#### **11. Language of Work**

English essential



**12.**

**Travel**

Travel is expected to be 30% of the working hours.

**13. Support Provided by CER**No materials support to be provided by CER



**ANNEX "B"**

**BASIS OF PAYMENT**

**1.1**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm hourly rate as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Position	Volumetric Data Hours per year	Inclusive hourly Rates		
		Year 1	Year 2	Year 3
Pipeline Inspector- Senior	Estimated 1000	/hr	/hr	/hr
Pipeline Inspector- Intermediate	Estimated 200	/hr	/hr	/hr
Administration	Estimated 50	/hr	/hr	/hr

Note:

- I. Travel and/or accommodation is expected under the Contract. Any travel deemed necessary at the beginning of work under the Contract must have prior authorization of the Project authority and will be subject to the travel directive of the National Joint Council.  
<http://www.njc-cnm.gc.ca/directive/d10/en>
- II. The inclusion of volumetric data in this document is for evaluation purposes only and 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.
- III. All submitted prices should include all administration costs, management personnel costs and any other related costs.

**1.2 Cost Reimbursable Expenses if applicable**

Authorized travel and living expenses for Work  
Concerning the requirements to travel described the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly



incurred in the performance of the Work done at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees. Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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.

All travel must have the prior authorization of the Project Authority.

IV.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit

### **Travel Time**

1. Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5
2. Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm all-inclusive per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$(\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}) \div 7.5 \text{ hours}$$

### **2. Definition of a Day**

2.1 A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for hours actually worked with no provision for annual leave, statutory holidays and sick leave.

#### **2..2 Proration**

Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

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

- 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.



**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

***(NEXT THREE (3) PAGES)***

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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



Contract Number / Numéro du contrat 21-0097
Security Classification / Classification de sécurité

**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 Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input 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 PROTÉGÉ 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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Contract Number / Numéro du contrat 21-0097
Security Classification / Classification de sécurité

<b>PART A (continued) / PARTIE A (suite)</b>	
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 :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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 :  Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
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"/> TOP SECRET - SIGINT / TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET / SECRET
	<input type="checkbox"/> NATO SECRET / NATO SECRET
	<input type="checkbox"/> TOP SECRET / TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
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?  If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui  <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>PRODUCTION</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

Security Classification / Classification de sécurité
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**ANNEX "D"**

**TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor:		Contract Number: 84084-21-0097		
Commitment Number:		Financial Coding: _____		
Task Number:		Date:		
TA Request (For completion by Technical Authority)				
<p><b>1. Description of Work to be Performed</b></p> <p style="text-align: center;"><b>Statement of Work</b> [Insert details]</p> <p style="text-align: center;"><b>Description of any Deliverable(s) required</b></p>				
<b>2. PERIOD OF SERVICES</b>		From: _____	To: _____	
<b>3. Work Location</b>		[Indicate where the work will be performed]		
<b>4. Travel Requirements</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____		
<b>5. Other Conditions /Restrains</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____		
<b>6. Task Proposal ( insert rows as required) Check ( <input type="checkbox"/> ):</b>		Estimated Cost <input type="checkbox"/>	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>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Professional services estimated cost</b>	<b>Total</b>			<b>&lt;TBD&gt;</b>
	<b>GST</b>			
	<b>Grand Total</b>			
<b>Travel &amp; Living</b>	<b>Estimated Cost</b>			
	<b>GST</b>			
	<b>Total Travel &amp; Living Cost</b>			
<b>Grand Total for Labour and Travel</b>				<b>&lt;TBD&gt;</b>



<b>TA Approval</b>		
<b>10. Signing Authorities</b>		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the CER	CER – Technical Authority	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of CER	CER- Contracting Authority	Date
<b>11. Basis of Payment &amp; Invoicing</b>		
<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> <p><b>* Conflict of Interest</b></p> <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 task authorization under this contract, agrees to:</p> <ul style="list-style-type: none"> <li>• Maintain confidentiality in all work conducted for the CER;</li> <li>• Maintain the independence of its staff working on CER projects from its staff who may be working for CER regulated companies on other projects;</li> <li>• 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.</li> <li>• Disclose any conflict of interest.</li> </ul>		



## ANNEX E

### NON – DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 84084-21-0097 between Her Majesty the Queen in right of Canada, represented by the Canada Energy Regulator and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 84084-21-0097

\_\_\_\_\_  
Signature



**ANNEX " F "**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)