



RETURN SUBMISSIONS TO:

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

REQUEST FOR STANDING OFFER

Comments

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Proposal To: Canadian Energy Regulator

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

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

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

Title		
Indigenous Monitoring Services		
Solicitation No.	Amendment No	Date
84084-21-0200		2022-01-10
Solicitation Closes		Time Zone
at	02:00 PM – 14h00	Mountain Standard Time (MST)
on	2022-02-24	
F.O.B.		
Plant:	<input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address inquiries to:		
Frances Todd		
Area code and Telephone No.	Facsimile No. / E-mail	
403-615-6137	Fran.todd@cer-rec.gc.ca	
Destination – of Goods, Services, and Construction:		
See herein		

Instructions: See Herein

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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The CER is seeking to issue standing offers with Indigenous businesses to partner with on an Indigenous Monitoring Program for inspections of construction activities for the Nova Gas Transmission Ltd (NGTL) pipeline systems.

1.2.1 The goals of the Indigenous Monitoring Program are:

- Involve Indigenous communities in the CER's oversight of the NGTL pipeline system.
- Enhance the CER's oversight of pipeline construction by having Indigenous Monitors contribute Indigenous values, approaches, and traditional knowledge for consideration in compliance verification.
- Build relationships between the CER and Indigenous communities that are based on mutual respect, understanding and shared knowledge.
- Increase regulatory skills and cultural awareness of CER staff and our Indigenous Monitoring Partners.

1.2.2 Canada intends to issue up to six (6) standing offers to vendors in four categories, as follows



- (1) up to two (2) standing offers to First Nations impacted by Northern NGTL Projects^[1];
- (2) up to two (2) standing offers to First Nations impacted by Southern NGTL Projects^[2];
- (3) one (1) standing offer to a Métis Community impacted by Northern NGTL Projects^[3];
- (4) one (1) standing offer to a Métis Community impacted by Southern NGTL Projects^[4].

With this intention to issue Standing Offers in as identified categories, if a bidder has the highest combined rating of technical merit and price for more than one technical category, then all the technical categories for that specific bidder will be in one Standing Offer.

1.2.3 Set aside under the federal government Procurement Strategy for Indigenous Business (PSIB).

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

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

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

1.2.4 **COVID-19 Vaccination Requirement for Standing Offers**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors 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.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

^[1] Note, the City of Edmonton and the Yellowhead Highway are to be used as the north-south delineation between “Northern NGTL Projects” and “Southern NGTL Projects”. For example, the North Corridor Expansion and the Deep Valley sections of NGTL 2021 expansion are Northern NGTL Projects, while the Edson Mainline Expansion and the Robb and Brewster sections of NGTL 2021 expansion are Southern NGTL Projects.

^[2] See footnote 1.

^[3] See footnote 1.

^[4] See footnote 1.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.1.1 SACC Manual Clauses

2.2 Submission of Offers

Bids must be submitted only to Canadian Energy Regulator (CER) by email 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 Canadian Energy Regulator (CER) will not be accepted.

Bidders who choose to submit their bids by email should note the size limit of email including attachment is 35MB. Any email size is over that limit, please break up it into smaller files, and send them in separate emails, or send it in ZIP file format before the bid closing time.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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.



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"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 Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.



Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer one copy by email
- Section II: Financial Offer one copy by email
- Section III: Certifications one copy by email
- Section IV: Additional Information one copy by email

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

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

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

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, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. 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
 - b. 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

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



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

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation,

Section III: Certifications

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

Section IV: Additional Information

The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed in Annex “J” will be evaluated on a simple pass/fail basis.

Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

4.1.1.2 Point Rated Technical Criteria

The Point Rated Criteria listed in Annex “J” will be evaluated and minimum score will be required. Proposals which do not meet the minimum score in the point rated criteria will be deemed unsuccessful.

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T \(2016-01-28\)](#), Evaluation of Price – Offer

4.2 Basis of Selection

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

Refer to Annex J – PART 4 _ EVALUATION PROCEDURES AND BASIS OF SELECTION



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.



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5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.1.2.2 COVID-19 Vaccination Requirement Certifications – Standing Offer

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

5.1.2.3 COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s);
- or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier



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Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.



5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Signature: _____ Date: _____

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Signature: _____ Date: _____

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature: _____ Date: _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the offeror must hold a valid security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the offeror'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 offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors 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.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex F.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must sign a Confidentiality Agreement, attached at Annex D that will dictate the treatment of PROTECTED information.

1. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canada Energy Regulator (CER).



3. The Contractor/Subcontractor must comply with the provisions of the:
 - a. Criminal Record Check Requirements, attached at Annex C; and
 - b. Confidentiality Agreement, attached at Annex D.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Supplementary General Conditions

SACC Manual Clause 4013 (2021-11-29) On-Site measures, Standing Orders, Policies and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

SACC Manual Clause 4014 (2021-11-29) Suspension of Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) Termination for convenience of general conditions.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award for one year.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.



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The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Frances Todd
Title: Procurement Specialist
Canadian Energy Regulator
Address: 210-517 Tenth Avenue SE
Calgary AB
T2R 0A8

Telephone: 403-615-6137
E-mail address: fran.todd@cer-rec.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

Telephone: _____ - _____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative (fill 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: 2019-01](#) of the Treasury Board Secretariat of Canada.



7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canada Energy Regulator.

7.8 Call-up Procedures

Maximum of six (6) Standing Offers could be awarded to ensure that all work activities can be provided at each delivery points.

7.8.1 Call-up Procedures

Offerors will be contacted directly as described in the article 7.8 above.

- a) The Contract Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including a description of the deliverables to be submitted.
- b) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation establishing by utilizing the applicable rate as shown in Annex "E" – Price Proposal, a schedule indication completion dates for major work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Project Authority (as applicable) within ten (10) business days of receiving the requests, unless otherwise specified in writing by the Project Authority.
- c) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- d) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor,

7.8.2 COVID-19 vaccination requirement certification compliance – Standing Offers (M3082T)

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer



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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules and 4014 (2021-11-29) Suspension of the Work
- e) the general conditions 2010B (2021-12-02) Professional Services (medium complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Criminal Record Verification Requirement;
- i) Annex D, Confidentiality Agreement
- j) Annex E, Conflict of Interest Agreement
- k) Annex F, Insurance Requirements;
- l) Annex G, COVID-19 Vaccination Certification
- m) the Offeror's offer dated _____ (*insert date of offer*),

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.11.2 SACC Manual Clauses

M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

SACC Manual clause

4013:(2021-11-29) Compliance with on-site measures, standing orders, policies, and rules and 4014: (2021-11-29) Suspension of the work apply to and form part of the Contract.

SACC 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules
The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

SACC 4014 (2021-11-29) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) Termination for convenience of general conditions
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of date of award to for one year



7.3.2 Delivery Date

- Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ as indicated in Call-up. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Single Payment

SACC Manual Clause H1000C (2008-05-12) Single Payment

7.5.5 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:



- a. The original copy must be forwarded to the email address shown for the Project Authority of the Contract for certification and payment.

7.7 Insurance – Specific Requirements

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

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

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

7.8 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification

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

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Dispute Resolution

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



ANNEX "A"

STATEMENT OF WORK

Title: Indigenous Monitoring Services in support of the Canada Energy Regulator (CER) compliance verification activities for the Nova Gas Transmission Ltd. (NGTL) pipeline system.

1 Objective

The CER is seeking standing offers with Indigenous businesses to partner with on an Indigenous Monitoring Program for inspections, compliance meetings, and emergency response exercises for the Nova Gas Transmission Ltd. (NGTL) pipeline system¹.

The goals of the Indigenous Monitoring Program are:

- Involve Indigenous communities in the CER's oversight of the NGTL pipeline system.
- Enhance the CER's oversight of pipeline construction by having Indigenous Monitors contribute Indigenous values, approaches, and traditional knowledge for consideration in compliance verification.
- Build relationships between the CER and Indigenous communities that are based on mutual respect, understanding and shared knowledge.
- Increase regulatory skills and cultural awareness of CER staff and our Indigenous Monitoring Partners.

2 Background

The Canada Energy Regulator (CER) regulates pipelines, energy development and trade in the Canadian public interest. The CER is committed to protecting the environment and the public from adverse effects resulting from CER-regulated facilities. The CER believes involving Indigenous Peoples in our work improves regulatory outcomes for all Canadians.

The CER reports to Parliament through the Minister of Natural Resources. The CER regulates inter-provincial and international pipelines, international power lines, the export and import of energy, and tolls and tariffs, as well as oil and gas activities on frontier lands. The CER deals with highly visible, publicly debated matters of strategic importance to Canada and its economic, social, and environmental future.

Read more about the CER on our website: <http://www.cer-rec.gc.ca>

The CER is an active participant and supporter of the Indigenous Advisory and Monitoring Committees (IAMCs) on the Trans Mountain Pipeline and the Enbridge Line 3 Pipeline. These IAMCs bring together Indigenous leaders and senior federal representatives to provide advice to regulators, and to monitor construction activity for the Trans Mountain Pipeline and the Enbridge Line 3 Pipeline. IAMC Members have a shared goal of safety and protection of environmental and Indigenous interests in the lands and waters.

In 2020, the CER's Indigenous Monitoring Program for the Keystone XL project reached the construction stage, and in 2021, the CER partnered with six Indigenous Communities to introduce Phase I of the NGTL IM Program. Trained Indigenous monitors have supported the CER's inspection and monitoring activities for the Keystone XL and NGTL construction activities over the past two years. Involving Indigenous monitors has enhanced the CER's awareness and understanding of the diversity of

¹ Funding for this program is provided by the Canada Energy Regulator in the form of a fee for service contract and is distinct from any Indigenous Construction Monitoring Program the proponent may establish.

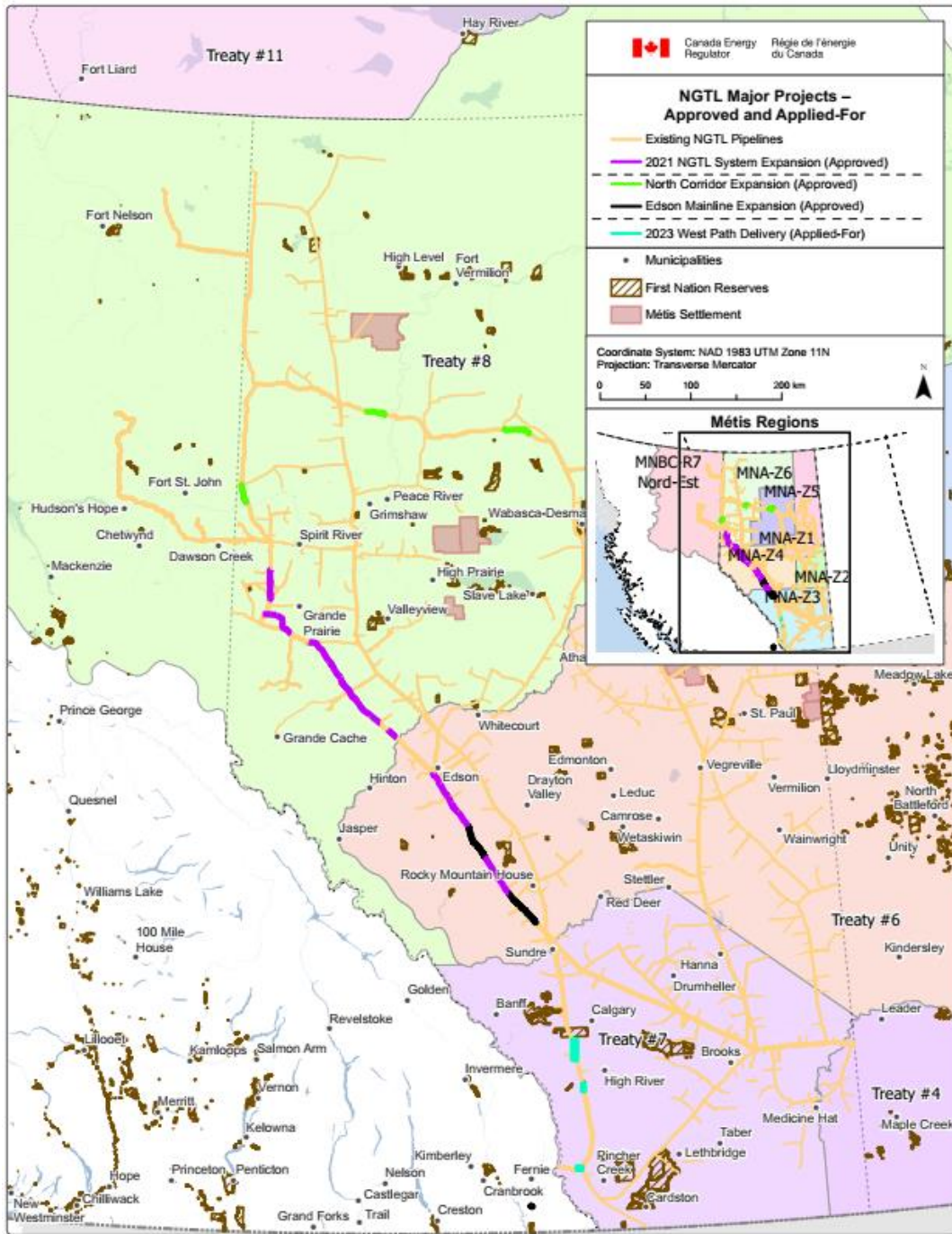


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Indigenous traditional and cultural worldviews, including specific expertise in traditional land use, sacred sites, and historical knowledge.

The NGTL System is the largest natural gas gathering and transportation system in Canada, connecting most of the natural gas production in western Canada to domestic and export markets. NGTL has proposed over \$5 billion in projects to be placed into service in 2021, 2022 and 2023.

NGTL's large capital program for new pipeline facilities is driven by the need to connect growing production in northwest Alberta and northeast B.C. with domestic and export markets. The map below shows the location of several projects recently completed (in-service) and major projects that have been proposed. These expansions include new pipeline and compressor stations in NE B.C., an expanded 'north corridor' to the oil sands, and an expanded 'west path' to southern export lines.



The map is a graphical representation intended for general informational purposes only. Map produced by the CER, October 2021, Last updated on Oct 13



3 Terminology

- **IAMC** – Indigenous Advisory and Monitoring Committee
- **IO** - Inspection Officer
- **CER** – Canada Energy Regulator
- **NGTL** – Nova Gas Transmission Ltd.
- **Proponent** – Nova Gas Transmission Ltd. and all contractors, subcontractors, affiliates or assigns, or North River Midstream Inc.
- **Contractor** – the party that has a Contract with the CER to hire, contract or otherwise retain, Indigenous Monitors.
- **Indigenous Monitors or IMs** – individuals retained by the Contractor(s) that work with CER Inspection Officers to conduct inspection activities
- **Experienced IMs** – IMs that have prior experience working on CER inspections
- **Compliance Verification Activity or CVA** – an activity where a regulated company's operation is inspected, evaluated, or audited for compliance to existing laws and regulations. Examples include field inspections, compliance meetings, or emergency response exercises.

4 Reference Documents

- NGTL website:
 - o <https://www.tcenergy.com/operations/natural-gas/ngtl-system/>
- CER webpage for NGTL 2021 System Expansion:
 - o <https://www.cer-rec.gc.ca/en/applications-hearings/view-applications-projects/2021-ngtl-system-expansion/index.html>
- CER webpage for the NGTL IM Program:
<https://www.cer-rec.gc.ca/en/applications-hearings/view-applications-projects/2021-ngtl-system-expansion/cer-indigenous-monitoring-program-for-nova-gas-transmission-ngtl-system/index.html>

5 Requirements

5.1 Overview of Work

The Contractor(s) will employ and train Indigenous Monitors as well as manage the logistical and administrative requirements of their work. While it would benefit the Contractor to have existing positive relationships with multiple Indigenous communities, it is not necessary to hire IMs from multiple communities.

5.2 Roles and Responsibilities

5.2.1 The roles and responsibilities of Contractors includes, but is not limited to, the following:

5.2.1.1 Employ Indigenous Monitors

- a) Employ a small roster of Indigenous Monitors, possibly from multiple Indigenous communities.
- b) It is the Contractor's responsibility to:
 - i. Ensure IMs have required training and certifications (*see Appendix#1 - Training and Equipment Requirements*), which will include Mandatory safety certifications and training sessions provided by the Contractors & CER.
 - ii. Procure and ensure IMs have required personal protective equipment and that they are using it appropriately (*see Appendix #1 - Training and Equipment Requirements*).



- iii. Ensure IMs complete required criminal record checks and sign and adhere to a confidentiality agreement and disclose any potential conflicts of interest.
- iv. Ensure IMs are covered by appropriate insurance, including Workers' Compensation Board coverage and appropriate liability insurance (*see Annex F - Insurance Requirements*).
- v. Develop and/or maintain appropriate health and safety practices – including COVID-19 risk mitigation plans, which will be developed in coordination with the CER;
- vi. Promote effective, professional working relationships with CER staff.

5.2.1.2 Support Indigenous Monitors in their understanding of the NGTL Indigenous Monitoring Program Objectives and the specific roles and responsibilities of the Indigenous Monitors

- a) Meet with the CER to outline the processes to be followed in the administration of the contract and implementation of the work requirements.
- b) Support the Monitors' in understanding local interests and concerns that are relevant to the monitoring activities.
- c) Endeavour to have a local Elder or other appropriate resources available to consult with IMs.
- d) Contribute to Contractor-CER organized Training to help the IMs understand their role in the CER compliance verification activities, in the prevention of harm to the land, people and environment.
- e) Support the IMs in coordinating logistics and preparing journey management plans (e.g. method of travel, primary routes, emergency contact information, and potential hazards).

5.2.1.3 Support Indigenous Monitors' participation in Compliance Verification Activities (CVAs)

- a) Coordinate IMs' participation in CER field inspections and emergency response activities (e.g. confirming IMs' availability, scheduling travel logistics, and assisting in the completion of risk assessments and journey management plans).
- b) Assist IMs in completing their contributions to pre-CVA scoping and post-CVA observations/reports.
- c) Support IMs in their communication with CER staff related to the inspections.

5.2.1.4 Administer financial documentation and reporting

- a) Administer IMs' service fees and travel expense reimbursement associated with training and monitoring activities. This includes ensuring that all IMs and Coordinators maintain: daily time sheets; logs for mileage while travelling; receipts for hotels, rental vehicles, and other expenses as required (e.g. radio rentals, printing costs), and records of honoraria (consultation fees) provided to Elders/knowledge keepers. These records are needed for preparing invoices.
- b) Consent to a criminal record check by the local police of jurisdiction (not required if this has been completed for other programs involving CER inspections in the past 3 years).
- c) Execute a confidentiality agreement requiring the Contractor and Indigenous Monitors to keep all information including but not limited to, draft inspection reports, documentation, photographs, logs, data, obtained during the course of work with the CER confidential unless and until the information is made publicly available in an explicit manner.
- d) Comply with and sign a Conflict of Interest Agreement.



5.2.2 The roles and responsibilities of Indigenous Monitors include but may not be limited to the following:

5.2.2.1 Complete required training and security clearances

- a) Obtain any required safety or skills certifications or training as determined by applicable laws, the CER, the Proponent and/or Contractor.
- b) With support of the Contractor, obtain any required personal protective equipment as determined by applicable laws, CER, the Proponent, and/or employer and use it appropriately, and pursuant to manufacturing specifications.
- c) Consent to a criminal record check by the local police of jurisdiction (not required if this has been completed for other programs involving CER inspections in the past 3 years).
- d) Execute a confidentiality agreement requiring the Contractor and Indigenous Monitors to keep all information including but not limited to, draft inspection reports, documentation, photographs, logs, data, obtained during the course of work with the CER confidential unless and until the information is made publicly available in an explicit manner.
- e) Comply with and sign a Conflict of Interest Agreement.

5.2.2.2 Prepare for Compliance Verification Activities

- a) Work with CER staff (Inspection Officers (IOs) or Emergency Response Specialists) before activities commence to provide an Indigenous perspective into the activity scope (preliminary scoping should be completed approximately one week ahead of inspections, or multiple weeks ahead of emergency response exercises).
- b) Complete risk assessments and journey management plans. The CER may share the risk assessments and mitigation plans prepared for the field activity for information purposes. It is the Contractor and Indigenous Monitor's responsibility to complete risk assessments and make decisions regarding their safety while on duty. The Indigenous Monitor may need to discuss the plan for field deployment with the Contractor multiple times leading up to the activity, based on current information (including but not limited to considerations related to weather, road conditions, and potential pandemic-related outbreaks).
- c) If appropriate, engage with Elders, knowledge keepers, or other technical specialists to understand the local traditional knowledge relevant to the Project and scope of the field activities (note, the information received during engagements may be identified as confidential).
- d) Read and review:
 - 1) documentation, including regulatory filings and protection plans, studies and evidence submitted by the proponent and provided to the CER by local Indigenous communities, and
 - 2) relevant regulatory policies and procedures (e.g. mitigation strategies and protocols for cultural artifacts found in construction zones) to build awareness and determine if they relate to local Indigenous concerns.

5.2.2.3 Conduct Compliance Verification Activities (see Appendix #2 - Checklist for IM Field Activities)

- a) Participate in field activities, which will include:
 - 1) Travel to remote locations and staying overnight for extended periods of time (~2-4 nights per activity);
 - 2) Driving on rough terrain associated with the project right-of-way;
 - 3) Walking active oil and gas construction sites in all weather conditions; and
 - 4) Exposure to site and environmental hazards with a heightened potential for personal injury.



- b) Provide input to CER inspection staff that is relevant to the prevention of harms regarding:
 - 1) Indigenous perspectives, including traditional and contemporary land use, cultural artifacts, traditional ecological knowledge, heritage resources, culturally significant, and/or spiritual or sacred sites and regions; and
 - 2) Corrective actions when a non-compliance is identified;
 - 3) Issue management forms when other issues are identified.
- c) Take notes and/or photos documenting relevant observations in a field notebook or electronic device.
- d) Meet with the CER staff and then the proponent to discuss observations made during the inspection activities.

5.2.2.4 Participate in Follow-Up to Inspection Activities

- a) Write observations, reports and/or other documentation to be included in the official CER inspection report and made public as part of the CER Transparency policy.
- b) Review corrective actions identified in response to observed non-compliances.

The Contractor will be required to ensure that all of the above requirements are also reflected in its subcontract provisions or employment terms with the Indigenous Monitors.

Note: The CER anticipates the inspections will have variable start and end dates.

6. Standing Offers and Call-ups

It is anticipated that the work requirement for these standing offers will be grouped into three categories of call-ups:

- **Call up category 1: Safety Certifications and Equipment Purchases.**

These call ups:

 - would cover the required safety training and equipment purchases as detailed in Appendix 1 to this Statement of Work;
 - would be reimbursed according to the receipts provided, and
 - may be capped for total costs (for example, equipment purchases *may* be capped at \$2500 per Indigenous Monitor).
- **Call up category 2: Program meetings, CER-organized training, and Contractor-organized training.**

These call-ups would cover the costs (hourly wages, travel, and honoraria) associated with:

 - participating in program meetings that are organized by the CER;
 - participating in training events that are organized by the CER (see CER Organized Training in Appendix 1); and
 - conducting training that is organized by the Contractor (see Contractor Organized Training in Appendix 1).
- **Call up category 3: Inspections and other Compliance Verification Activities**

These call-ups would cover the costs (hourly wages, travel, and honoraria) associated with:

 - participating in inspections and other compliance verification activities with the CER.

The CER anticipates that these call ups will be staggered and issued according to the work requirement. For example, the timing of call-ups for inspections (call-up category 3) will depend on the timing of construction activities. Therefore, pipeline projects that are not approved for construction will not have any call-ups issued for related inspection activities.

7. Timeframe and Delivery Dates



These standing offers for the NGTL Indigenous Monitoring Program are targeted for completion in March 2022.

Training sessions would be planned for April or May 2022.

Inspection activities would begin when construction activities ramp up following spring break up. At this time, the CER anticipates completing between 8 to 12 inspections or other compliance activities between April 2022 to March 2023 (fiscal year 2022-23).

8. Appendix list is included in this Annex A, Statement of Work as follows:

- a) Appendix #1 Training and Equipment Requirements for Indigenous Monitors
- b) Appendix #2 Indigenous Monitors (IM) - Field Oversight Activity Checklist



APPENDIX#1 Training and Equipment Requirements for Indigenous Monitors

For the purposes of this Indigenous Monitoring Contract, all Contractors must ensure that their Indigenous monitors are:

- adequately qualified and trained to do the assigned work; and
- equipped with mandatory personal protection equipment, vehicle safety equipment and devices used for information gathering.

The CER requires the following (which may be in addition to the Contractor's requirements):

1. Provide proof of completion for each of the following courses and certifications, for each of the Indigenous Monitors prior to participation in field inspections:

REQUIRED - TRAINING AND CERTIFICATIONS

Safety Certifications	Typical Cost Range
Standard First Aid CPR-C & AED or	\$130-\$170
Standard First Aid CPR-C & AED Recertification	\$100-\$120
H2S Alive	\$150-\$210
Pipeline Construction Safety Training (PCST)	\$100
Globally Harmonized System for the Classification of Labelling of Chemicals (GHS) (aka WHIMIS)	\$15-\$25* *offered through CCOHS for \$15
Bear Awareness Safety Course	\$35-\$100
Incident Command System 100 and 200 (required for participation in Emergency Management Exercises)	Free – online

- Driver's licence – Indigenous Monitors need to have a valid driver's license in order to participate in field inspections.
- Contractor Organized Training, which *could* include:
 - discussion of local traditional ecological knowledge that has been collected;
 - additional Contractor requirements (e.g. reporting styles, hazard assessment, travel approvals and journey management plans, insurance requirements, etc.); and
 - communications with stakeholders, including the CER, the Proponent, etc.
- CER Organized Training:
 - Dates: to be determined
 - Location: virtual
 - Training Modules (subject to change):
 - Indigenous Monitor Job Description
 - CER inspection workflow
 - Condition Requirements
 - Environmental Protection Plans
 - Issue Management Process
 - Note taking and reporting
- Pipeline company orientation (online)
- Construction contractor orientation (before start of inspections)



2. Ensure that each of the Indigenous Monitors is equipped with the following for the field inspections:

REQUIRED – EQUIPMENT

Equipment purchases will be reimbursed on a receipt-basis, provided the total equipment cost does not exceed the authorized amount. For example, several other Indigenous monitoring programs have used a cap for equipment purchases of \$2500 per Indigenous Monitor.

- Personal Protective Equipment (PPE), *at minimum includes*:
 - Fire-retardant (FR) Coveralls (Nomex) or long pants and long sleeves (natural fibers – not synthetic);
 - Hard hat – Type 2, Class E;
 - FR gloves;
 - Steel-toed boots Safety glasses (CSA approved);
 - High Visibility Vest (Class 2);

and, as appropriate:

 - Winter FR Coveralls (Nomex);
 - Winter FR hardhat liner;
 - Winter FR gloves;
 - Winter steel-toed boots.

- Vehicle safety equipment
 - Fire extinguisher;
 - First Aid Kit;
 - Safety Whip which extends 3' above cab of vehicle;
 - Pylon;
 - Two-way radios (as required).

- Pandemic safety kit
 - 3-ply non-medical masks (required);
 - Hand sanitizer (required);
 - Other supplies including sanitizing wipes, disposable gloves and plastic bags for used supplies.

- Communications and Documentation Equipment
 - Cell phone with a camera;
 - A laptop or tablet; and
 - Stationary.



APPENDIX #2 Tips for Preparing for Inspections - Equipment

What to Bring

Contact Information

Enter the mobile number and email for these contacts into your phone and/or notebook.

- Your employer
- Elder/Knowledge Keeper for area
- Sub-Committee contact (for IAMC activities)
- Team members (IOs and IM)
- Journey management contact (if applicable)
- Company contact

Certifications and Training

- Standard First Aid: Level C with CPR/AED
- H2S Alive
- Pipeline Construction Safety Training (PCST)
- GHS (Formerly WHMIS)
- Bear Awareness (TMX and NGTL only)

Documents, Maps and Resources

Note: Lead IO will send you requested document links for your research.

- Hazard/risk assessment and/or journey management plan
- Hotel address and confirmation
- Map(s) of area and directions (e.g. Google Earth maps)
- Research documents (e.g. EPP, alignment sheets, preparation notes, etc.)
- Workflow Job Aid

Other Equipment (supplied by employer)

- Pens (preferably black or blue)
- Notebook or note pad
- Report templates (if applicable)
- Cellphone with apps installed (e.g., GPS camera, weather, measurements, maps)
- Laptop computer
- Clipboard (for a harder writing surface)
- Camera
- Credit card (may be personal card - needed for car rental, hotel, etc.)

Communicable Disease Protective Equipment (Covid Supplies)

- Non-medical masks (disposable masks)
- Hand sanitizer (Health Canada approved)

- Disinfecting wipes/spray (Health Canada approved)
- Disposable gloves (e.g., Nitrile or latex)
- Plastic bags (for used supplies and soiled items)

Personal Protective Equipment (PPE)

Note: Lead IO sends you a list of PPE required for the inspection. PPE must be **CSA-approved**. All PPE and clothing must be **appropriate for the weather**.

- Hard-hat, Type II (Class E recommended) - to meet CSA Z94.1
- Hard hat liner for cold weather – Flame resistant (FR)
- Safety glasses with side shields – to meet CSA Z94.3 or ANSI Z87.1-2010
 - Foam Lined – where required due to dust/particulate hazards, such as dusty construction, dry field sites, and logging/forestry
- High visibility vest – to meet CSA Z96
 - Minimum 2 inch striping and bright background (no dark colours)
 - “Tear-away” style (no loose clothing)
 - Required if your other clothes (jacket/coveralls/pants) do **not** have Hi-Vis striping that meets CSA Z96
- Protective footwear (steel toe or composite, sole puncture protective plate, height above ankle (8 inch preferred), CSA-Grade 1 green triangle (orange omega recommended)
- Traction grips for ice and snow
- Coveralls (FR) (e.g., Nomex 111A)
 - If worn as outer-most layer, then must have Hi-visibility striping.
- Jacket for cold weather (FR)
- Hearing protection (minimum NRR 32) – to meet CSA Z94
- Gloves to provide best protection for the hazards
 - Consider cold weather, ability to write, etc.
 - Do **not** need to be Flame Resistant




Vehicle Safety Equipment

- Fire extinguisher
- First aid kit
- Safety whip (“buggy whip”)
- Pylon
- Two-way radios (as required)



Personal Protective Equipment (PPE) – What to look for

Standard versions are not referenced in this document. The CLC Part 2 and COSHR regulations describe minimum standards in the selection of PPE. Always strive to meet company expectations and best practice by using the most appropriate version of the CSA standard. More than one version may be accepted.

PPE	Standard	Markings	Notes
Hard hats	CSA Z94.1	Type II, Class E Manufactured date Stamp 	Look for all marking on brim of hard hat Type 2 for protection against Side Impact Class E for protection against Electrical hazards Manufactured date Stamp: Replace within 5 years of manufacture date
Safety Glasses	CSA Z94.3	CSA Z94.3	Look for marking on manufacturer packaging and/or lens of glasses Type 1A (glasses, shaded glasses and over glasses)
Hearing Protection	CSA Z94.2	NRR 32 Canada Class A(L)	Look for marking on packaging of ear plugs Follow the CER regulated company's specific requirements for double hearing protection (plugs plus muffs) when on their worksites.
Fire Resistant Clothing (Coveralls and Winter Jackets)	NFPA 2112 CGSB 155 20	NFPA 2112 and or CGSB 155 20 *Inherently Flame Resistant garments are required by some regulated companies. These garments are made with manufactured fibers whose generic material makes them inherently flame resistant (e.g. NOMEX IIIA, Kermel) without a chemical treatment.	Check the label on the inside neck of the garment to confirm both the FR Standard (NFPA or CGSB) and the material (inherently FR) meet the descriptions
High Visibility Vest	CSA Z96	Class 2 , Level 2	Look for marking on the tag on the inside of the vest. Class 2 (cut of garment = vest) Level 2 (describes the properties/performance of the fluorescent and retroreflective) Ensure vest has a 5 point break away design
Footwear	CSA Z195	 Green triangle footwear has sole puncture protection with a Grade 1 protective toe (withstand impact up to 125 joules).  White rectangle with orange Greek letter omega indicates electric-shock protective footwear.	Marking are directly on the boot. Often the tongue. Some companies require an 8 inch upper and this is the recommended specification for employees acquiring footwear.



Personal Protective Equipment (PPE) – Where to find

Some PPE is hard to find. The links in the table give you sources with images.

- If the hyperlinks in the table do not work, or you are using a printed copy, then search within the websites below. Try using the words in bold to search (e.g., hard hat type II CSA Z94.1).
 - Acklands Grainger: acklandsgrainger.com
 - Direct Workwear: directworkwear.com (Use Google Chrome, **not** Internet Explorer.)
 - Eyesafe (prescription safety glasses)– eyesafe.ca (Use Google Chrome, **not** Internet Explorer.)
 - Mark's: marks.com
 - Fastenal Canada: <https://www.fastenal.ca/> (For access to companies like Bulwark to get female FR items including base layer. Likely your employer would need to contact the local Fastenal branch and create an account.)

PPE Description	Link with Image
Hard hat, Type II (Class E recommended) – to meet CSA Z94.1	Acklands Grainger Direct Workwear Marks
Hard hat liner for cold weather – Flame resistant (FR)	Direct Workwear Acklands Grainger
Safety glasses – with side shields – to meet CSA Z94.3 or ANSI Z87.1-2010 <ul style="list-style-type: none"> • Foam Lined – where required due to dust/particulate hazards, such as dusty construction, dry field sites, and logging/forestry 	Acklands Grainger
<ul style="list-style-type: none"> • Prescription safety glasses are available from retailers, but must meet CSA Z94.3 – or <i>over-glasses</i> eye protection are required 	Eyesafe.ca (use Google Chrome)
High visibility vest – to meet CSA Z96 <ul style="list-style-type: none"> • Minimum 2 inch striping and bright background (no dark colours) • “Tear-away” style (no loose clothing) • Required if your other clothes (jacket/coveralls/pants) do not have Hi-Vis striping that meets CSA Z96 	Marks Acklands Grainger
Protective footwear (safety boot) <ul style="list-style-type: none"> • steel toe or composite • sole puncture protective plate • height above ankle (8 inch preferred) • CSA-Grade 1 green triangle • orange omega (recommended) 	Marks
Coveralls (FR) (e.g., Nomex 111A) <ul style="list-style-type: none"> • If worn as outer-most layer, then must have Hi-visibility striping. 	Marks Direct Workwear
Jacket for cold weather (FR)	Direct Workwear
Hearing protection (minimum NRR 32) – to meet CSA Z94	Available at most hardware stores Acklands - ear plugs Acklands – ear muffs
Gloves to provide best protection for the hazards <ul style="list-style-type: none"> • consider cold weather, ability to write, etc. • Do not need to be Flame Resistant 	Acklands



ANNEX "B"
BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all its obligations under the Annex A - Statement of Work, the Contractor will be paid a firm unit rate(s) as specified in the tables below. Customs duties are included, and Applicable Taxes are extra.

Instructions: Bidders must provide the billable rates to be paid to their personnel, specifically, Indigenous Monitors and Logistics Coordinators, in the tables below.

The Fixed rates below are standard across these standing offers. There are additional notes related to these payments on pages 2 and 3 of this Annex B.

*The quantities shown in the "Hours" columns below are **for evaluation purposes only**, and will not form part of the contract.

Billable rates – Award date for one year:

	Description	Year 1 Rate	Hours*	Total Price
1	Indigenous Monitor – Hourly Rate		100	
2	Logistics Coordinator – Hourly Rate		100	
A	Total			

Billable rates – Option Period 1:

	Description	Year 2 Rate	Hours*	Total Price
3	Indigenous Monitor – Hourly Rate		100	
4	Logistics Coordinator – Hourly Rate		100	
B	Total			

Billable rates – Option Period 2:

	Description	Year 3 Rate	Hours*	Total Price
5	Indigenous Monitor – Hourly Rate		100	
6	Logistics Coordinator – Hourly Rate		100	
C	Total			

Total Lines A + B + C = Grand Total

\$ _____

Fixed costs:

	Description	Price
7	Personal protective and other equipment <i>per IM (receipts required)</i>	up to \$3000.00
8	Enrollment for safety certifications <i>per IM (receipts required)</i>	up to \$1000.00



9	Contractor-organized training <i>for all personnel (description required)</i>	up to \$5000.00
10	General administration fee <i>(percentage of all charges in 1 to 9 above)</i>	15%
11	Each Consultation with Elders/knowledge keepers	\$500.00
12	Estimated travel expenses per CVA*	\$3,000.00

*The Contractor will be reimbursed for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to audit by Government of Canada or its authorized contractors or consultants.

Additional Notes for Basis of Payment Tables	
Single rates for Monitors and Coordinators service costs	The CER is aware that, for other Indigenous Monitoring projects, the Indigenous Communities have, at times, paid multiple different rates to the Indigenous Monitors and Logistics Coordinators based on the type of work (e.g. training service costs may be less than in-field service costs). For this standing offer, the CER seeks to have one rate for each of the assigned resources to be applied across the various tasks, to simplify the invoicing process. The CER encourages the bidder to submit a single rate for each of the Monitor and Coordinator rates, which could be based on a 'weighted-average' based on the outlined work requirement.
Monitor and Coordinator Rates	The CER is aware that, in some cases, there have been cross-community agreements on a range of rates to be paid to Indigenous Monitors for in-field work. The intent has been to support retention of monitors, foster equal pay for equal work across employers while respecting individual communities' practices and policies, and provide the flexibility for employers to reward different levels of qualification and experience. The CER encourages the bidder to consider any agreements that it has reached regarding Indigenous Monitor rates of pay for other projects when submitting its bid.
Personal Protective Equipment and other equipment	This cost category will be recovered by the Contractor when receipts for personal protective equipment and other equipment are submitted to the CER as part of an invoice. The Contractor may procure for each of their Indigenous Monitors the equipment that is listed in Annex A – Statement of Work and recover the costs up to a maximum spend as stated in the call-up.



<p>Enrollment for Safety Certifications</p>	<p>This cost category will be recovered by the Contractor when receipts for course enrollment are submitted to the CER as part of an invoice. The Contractor may enroll each of their Indigenous Monitors in the safety certification courses listed in Annex A – Statement of Work and recover the costs up to a maximum spend as stated in the call-up. Note, the call-ups for safety training will also include allowances for hourly wages to be paid for completion of training courses.</p>
<p>Contractor-Organized Training</p>	<p>This cost category will be recovered by the Contractor after the CER receives a descriptive proposal for the training requirement. The proposal should include a description of: (1) how many days of training will be provided; (2) what the topics of training are; (3) who will be paid to provide or contribute to the training; (4) whether any materials from the training session will be shared with the CER or presented to others involved in the NGTL IM Program; and (5) any other costs associated with the Contractor-organized training. Note, potential topics for the Contractor-organized training are described in Annex A – Statement of Work.</p>
<p>General Administration Fee</p>	<p>The CER is aware that, for other Indigenous Monitoring projects, the Indigenous Communities have, at times, received a general administration fee. For this standing offer, the CER has included a cost category for 'general administration'. This cost category is a percentage that the Indigenous business claims on top of wages paid to personnel and other costs. The general administration fee may be used to cover administrative costs, such as insurance policies, and a portion of the business' fixed costs. This fee may be further allocated within the Indigenous community as appropriate.</p>
<p>Consultation Fees</p>	<p>Consultation Fees are presented here as a fixed amount, at the higher end of a range consistent with the CER's recent experience. In this case, consultation fees are similar to Honoraria, noting that honoraria are typically issued using alternative compensation methods (not standing offers).</p>
<p>Travel Expenses</p>	<p>For simplifying purposes, travel expenses are presented here as a fixed amount. The actual travel expenses will be reimbursed based on actual travel that occurred and subject to in-effect National Joint Council Travel Directive rates. Travel expenses already include GST.</p> <p>Canada will not pay the Contractor any incidental expense allowance for authorized travel.</p>



ANNEX "C"

CRIMINAL RECORD CHECK REQUIREMENTS

for participation in the CER's Indigenous Monitoring Program for inspections of NGTL pipeline construction activities (NGTL IM Program)

1. The Indigenous Monitoring Contractor (Contractor) will ensure:
 - a. the primary person(s) representing the organization with a contract with the Canada Energy Regulator (CER) obtains a criminal record check, from their Police of Jurisdiction, such as the RCMP or municipal police service; and
 - b. that all potential Indigenous Monitors obtain a criminal record check from their Police of Jurisdiction.
2. The police may or may not take fingerprints as part of their standard criminal record check procedure. The police will send results of the criminal record checks to the Contractor, often within 24–48 hours.
3. The Contractor will obtain signed consent from the potential Indigenous Monitor allowing them to share a copy of the monitor's information with the CER's Personnel Screening Services.
4. The Contractor will review the criminal record checks and submit by email all documentation to the CER's Personnel Security Services (email: SecurityScreening@cer-rec.gc.ca).
5. If the Criminal Record Check has adverse information, the CER's Deputy Chief Security Officer (DCSO) or delegate, will discuss the situation with the Contractor. CER's DCSO, in consultation with the Contractor, will determine whether the individual is a suitable candidate for the NGTL IM Program.

A criminal record will not necessarily prevent an individual from participating in the NGTL IM Program; the context of the adverse information will be considered.
CER's DCSO may decide to speak directly to the individual, with or without the Contractor present, to receive further context on the results of the criminal record check.
6. CER's DCSO will provide the Contractor (and, if needed, any other federal regulator participating in the Indigenous Monitoring program) with a confirmation email to identify the individuals who have passed the criminal record check requirements.

CER will keep a central record of the criminal record checks the Contractors submit. Records will be retained for the duration of the individual's participation in the monitoring program.
7. All Indigenous Monitors are required to declare any new criminal charges to their Contractor and provide signed consent for the Contractor to disclose the adverse information to CER's DCSO. The Contractor will disclose any new information with CER's DCSO to assess the impact on the individual's security clearance, if any.

The undersigned parties agree to follow the above process:

Mark Power
Chief Security Officer
Canada Energy Regulator

Barb van Noord
VP Systems Operations
Canada Energy Regulator

Contractor



ANNEX "D"

CONFIDENTIALITY AGREEMENT

Attached to and made part of the CONTRACT between CER and CONTRACTOR.

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

"Confidential Information" means all information communicated to or obtained by the Receiving Party, directly or indirectly from the CER or its Representatives, whether in oral, written, electronic or any other form, which includes but is not limited to:

- draft inspection reports (before they are fully public);
- potential enforcement actions of any kind including, but not limited to; orders, notices of non-compliances, warning letters (before they are fully public);
- inspection officers' notes;
- monitoring activities or draft monitoring reports;
- information obtained during meetings or interactions with inspection officers; CER personnel; Elders; knowledge keepers, technical specialists, community members NGOs; public; advisors;
- Indigenous Knowledge; Traditional Ecological Knowledge;
- "personal information" as defined in section 3 of the *Privacy Act* (Canada)
- photographs, logs, maps, or other information that is not in the public domain; and
- any other information the CER may identify to be confidential information in accordance with legislation governing the CER and applicable principles of administrative law. If this occurs, the CER will clearly identify the reasons for confidential treatment and the scope of treatment at which time the information fall within the scope of the definition "Confidential Information" for the purposes of this Agreement.

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

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

"Proponent" means Nova Gas Transmission Ltd. (NGTL), or any of its contractors or subcontractors or affiliates.

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

"Representative" means, in respect of a Party, their respective directors, officers, employees, agents, consultants, contractors and advisors (this includes Indigenous Monitors).



1.2 Obligations and Restrictions on Use and Disclosure of Confidential Information

- 1.2.1 The Parties agree and acknowledge that the CER will be disclosing Confidential Information to the Receiving Party during the course of its work for the CER.
- 1.2.2 The Contractor agrees and acknowledge it will:
- 1.2.2.1 Hold the Confidential Information in the strictest confidence and not disclose or otherwise share or divulge the Confidential Information to any person, the Proponent or its Representatives, without the prior express written consent of the CER or as permitted by this Contract at Section 1.2.3;
 - 1.2.2.2 Use the Confidential Information only for the Permitted Purpose;
 - 1.2.2.3 Ensure that all of the terms and provisions of this Confidentiality Agreement are provided to the member of the Receiving Party in the form of a confidentiality agreement which must be executed by every member of the Receiving Party. A copy of each such agreement must be provided to the CER Project Authority.
 - 1.2.2.4 Each member of the Receiving Party must receive training at minimum, but not limited to; what kind of confidential information they will be receiving; how to maintain its confidentiality; when it may be disclosable and under what terms; how to receive, process, store, work with and potentially share Confidential Information subject to this Agreement. The Contractor must also train the members of the Receiving Party that only certain portions of the Confidential Information may ever become public and disclosable. The remainder would remain Confidential Information and cannot be divulged at any time. The CER may request to see copies of Contractor training documents at any time.
- 1.2.3 The Receiving Party may disclose the Confidential Information (or a portion thereof) without the prior written consent of the CER only upon one of the following events:
- 1.2.3.1 The information to be disclosed becomes available to the public as a public document on the Canada Energy Regulator's public website (Compliance and Enforcement) <https://www.cer-rec.gc.ca/sftnvrnmnt/cmplnc/index-eng.html> or on REGDOCS, at <https://apps.cer-rec.gc.ca/REGDOCS/>. Only the portion that is available on the website can be divulged.
 - 1.2.3.2 The Confidential Information (or a portion thereof) is required to be disclosed by applicable law. The Contractor must provide immediate notice to the CER of such disclosure or anticipated disclosure immediately upon becoming aware of the need to provide it, and shall when possible do this in advance of the disclosure taking place.

2 STORAGE, RETURN AND RETENTION OF CONFIDENTIAL INFORMATION

- 2.1 Contractor shall exercise all due care in ensuring the proper and secure storage of the Confidential Information.
- 2.2 The Confidential Information shall remain the property of the information provider (e.g. the CER, an Indigenous Nation or Elder) and shall only be used for agreed-upon purposes.
- 2.3 As soon as practicable after Contract termination, all originals of the Confidential Information must be returned by Contractor to CER and Contractor will notify CER in writing that it has:



- 2.3.1 destroyed all other copies of the Confidential Information in its possession;
- 2.3.2 taken all reasonable steps to permanently erase all Confidential Information from computer media; and
- 2.3.3 confirm that all members of the Receiving Party to whom Contractor has disclosed any Confidential Information have also destroyed all Confidential Information in their possession.

3 SURVIVAL

- 3.1 Termination of Contract shall be without prejudice to this and Clause 2 *Storage*, which shall survive termination of the Contract.

4 Obligations of Contractor

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



ANNEX "E"

CONFLICT OF INTEREST AGREEMENT

Attached to and made part of the CONTRACT between CER and CONTRACTOR.

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

"Conflict of Interest": A conflict of interest arises whenever a member of the Contractor Group's current or planned future employment, contract work or business relationships, private interests, or receipt of a gift/hospitality/other benefit, *will impair, or could be perceived to impair*, their ability to make decisions with impartiality and integrity.

"Contractor Group:" means Contractor and its directors, officers, employees and subcontractors (including Indigenous Monitors), who are involved with the work arising under this Contract.

"Proponent:" means Nova Gas Transmission Ltd. (NGTL), or any of its contractors or subcontractors.

2. DISCLOSURES REQUIRED FROM PERSONNEL AND INDIGENOUS MONITORS

DISCLOSURES PRIOR TO HIRING

- 2.1 The Contractor, prior to assignment of any personnel to the work associated with this Contract, shall require all members of the potential Contractor Group to disclose *to the Contractor*, in writing:
- 2.1.1 Any current business, employment or contractual relationships with the Proponent, working on projects associated with the NGTL pipeline system;
 - 2.1.2 Any future business, employment or contractual relationships with the Proponent, working on projects associated with the NGTL pipeline system; and
 - 2.1.3 Any other potential Conflict of Interest that may impact their work or duties in relation to projects associated with the NGTL pipeline system.

ONGOING DISCLOSURES

- 2.2 Should a potential Conflict of Interest arise during the term of the Contract, the conflicted member of the Contractor Group must immediately report the Conflict of Interest to the Contractor and must cease work until such time as the conflict is adequately mitigated. The potential Conflict of Interest must also be reported as per Clause 4 below.

INDIGENOUS CULTURAL GIFTS

- 2.3 The Contractor may make exceptions for a member of the Contractor Group to receive reasonable indigenous cultural gifts during their Work, which may include but not limited to: tobacco or cloth items.



3. GENERAL REQUIREMENTS REGARDING CONFLICTS OF INTEREST

3.1 Contractor and Contractor Group shall:

- 3.1.1 Never disclose, take advantage of, or benefit from information obtained in the course of work or duties and that is not publicly available, for personal gain, or the gain of any other person, corporation, or entity, including friends or family members.
- 3.1.2 Not allow themselves to be influenced by plans for, or offers of, future work, business, employment or contractual relationships.
- 3.1.3 Not solicit or accept any gift, hospitality, or other benefit that will, could, or could be perceived to influence Contractor or Contractor Group's judgement or work or duties under the Contract (except Indigenous cultural gifts as described in Clause 2.3 above).

4. DISCLOSURE REQUIRED WHEN A CONFLICT OF INTEREST ARISES OR POTENTIALLY ARISES

4.1 Contractor must promptly disclose all potential Conflicts of Interest, in writing, to the CER Project Authority, with the details itemized below.

- 4.1.1 Name and titles, contact information of persons involved:
- 4.1.2 Nature of the potential Conflict of Interest; and
- 4.1.3 The actions to be taken to mitigate the potential Conflict of Interest:

CER may require further action be taken as appropriate in the circumstances.

5. TRAINING

5.1 The Contractor shall:

- 5.1.1 Ensure that all of the terms and provisions of this Conflict of Interest Agreement (Annex E) are (i) provided to the members of the Contractor Group and (ii) each member of the Contractor Group is trained on these terms and provisions prior to initial deployment and which must include, but not be limited to the following information:
 - i. How to identify and disclose potential Conflicts of Interest; and
 - ii. How to prevent Conflicts of Interest.

The CER may request a description of and/or copies of the Contractor's training documents at any time.



ANNEX "F"

INSURANCE REQUIREMENTS

All Contractors must procure, provide proof of, and hold for the term of the Contract, insurance policies that cover all personnel including Indigenous Monitors, subcontractors or workers, performing work under this Contract, with the following terms and provisions:

1. **Worker's Compensation Insurance:** or equivalent insurance, covering all jurisdictions where the work is to be performed, where Contractor's personnel reside, and to include coverage for all persons employed.
2. **Commercial General Liability Insurance:** must be maintained and in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
 - 2.1 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Canada Energy Regulator.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - e. 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.
 - f. 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.
 - g. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles
3. **Errors and Omissions Liability Insurance** - (a.k.a. Professional Liability insurance) must be maintain and 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.
 - 3.2 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.
 - 3.3 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.

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



Annex G

COVID-19 Vaccination Requirement Certification Form (Single Contract)

Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to Contract
_____ (*contract number*), warrant and certify that all personnel that
_____ (*name of business*) will provide on this Contract who access

federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures as of November 15, 2021 that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____ Date: _____

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.



Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



ANNEX "H"

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror 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)



ANNEX "I"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

OR

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



ANNEX J

To PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

A EVALUATION PROCEDURES

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

The form attached as part of this annex must be used to complete the technical bid.

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

The bidder should describe all proposed resources to the extent possible. Where hiring will occur after the contract is awarded, describe the proposed approach and foreseeable risks associated with hiring.

All bidders are advised that only listing experience (i.e. copying and pasting the services from the descriptions in Annex “A” – Statement of Work for Services, without providing any supporting information to describe when, where and how such experience was obtained) will not be considered to be "demonstrated" for the purpose of the evaluation.

There are four categories for these standing offers, as described below. Bidders are not required to bid on all categories. The bid evaluation will be conducted per category.

Canada intends to issue up to six (6) standing offers to vendors in four categories, as follows:

- (1) up to two (2) standing offers to First Nations impacted by Northern NGTL Projects²;
- (2) up to two (2) standing offers to First Nations impacted by Southern NGTL Projects³;
- (3) one (1) standing offer to a Métis Community impacted by Northern NGTL Projects⁴;
- (4) one (1) standing offer to a Métis Community impacted by Southern NGTL Projects⁵.

As such, bidders must clearly demonstrate which category(s) are proposed. Additional detail is contained in the Appendix 1 Form - Technical Bid attached to this annex.

1 Technical Evaluation

The Appendix 1 Form – Technical Bid attached as part of this annex must be used to complete the technical bid.

² Note, the City of Edmonton and the Yellowhead Highway are to be used as the north-south delineation between “Northern NGTL Projects” and “Southern NGTL Projects”. For example, the North Corridor Expansion and the Deep Valley sections of NGTL 2021 expansion are Northern NGTL Projects, while the Edson Mainline Expansion and the Robb and Brewster sections of NGTL 2021 expansion are Southern NGTL Projects.

³ See footnote 1.

⁴ See footnote 1.

⁵ See footnote 1.



1.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory criteria in the Appendix 1 Form - Technical Bid, indicate “yes” or “no” for each criteria and provide appropriate descriptions and deliverables. Failure to meet any of the mandatory criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

1.2 Point Rated Criteria

Each of the rated criteria in the Appendix 1 Form - Technical Bid has a certain number of points allocated to it.

Total maximum scores 80 points and minimum passing score 50 points.

The following table is a general guideline for evaluation of technical rated criteria.

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



2 Financial Evaluation

Bidder must fill out the price tables as per **ANNEX B BASIS OF PAYMENT** and provide the price for contract initial period, and prices for optional years 2 and 3.

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

B) BASIS OF SELECTION

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;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating

The rating is performed on a scale of 80 points.

2. Bids not meeting (a), (b) and (c) 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 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).



		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

8 Number of Standing Offers

It is Canada's intention to issue standing offers to up to 6 vendors, on the basis of the CER's operational requirements.

APPENDIX 1 FORM - Technical Bid

Technical Evaluation Guidelines:

- Bidders are not required to bid on all categories. As such, bidders must clearly demonstrate which category(s) are proposed.
- Explain and demonstrate how your business proposes to meet the requirements and carry out the work. Simply repeating statements contained in this form is not sufficient.
- Describe the experience and interest of all personnel and/or hiring strategies to the extent possible.

Technical Bid Form:

- The following form is provided to assist the bidders in completing the technical bids. Please reflect on the guidelines above and Annex J - to Part 4 Evaluation Procedures and Basis of Selection when completing the table.
- Use of this form is mandatory.
- There are additional text boxes at the end of the form that can be used to expand on any of the answers.

APPENDIX 1 FORM - Technical Bid

Technical Bid Form: CER's NGTL Indigenous Monitoring Program <u>{text boxes}</u>	<u>{check boxes}</u>
<p>Mandatory Criteria 1 - Bidder must be an Indigenous business (majority owned and controlled by Indigenous Peoples) as defined in the Procurement Strategy for Indigenous Businesses (PSIB).</p> <p><i>Guidance:</i></p> <ul style="list-style-type: none">• Completing section 5.1.2 under Part 5 – Certifications and Additional Information of solicitation document (Set-Aside for Indigenous Businesses) meets the criteria.• Bidders are encouraged to register on the Government of Canada's Indigenous Business Directory. (see website: https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658)	<p>MC1.Check1 Is your business owned and operated by Indigenous people?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>MC1.Text1 <i>Optional comments:</i></p> <div style="border: 1px solid black; height: 200px; width: 100%;"></div>	<p>MC1.Check2 Did you complete section 5.1.2 of the solicitation document?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

APPENDIX 1 FORM - Technical Bid

Mandatory Criteria 2 - Bidder must represent an Indigenous community(s) that is impacted by one of NGTL's proposed major projects. Bidders must identify which Indigenous community(s) they represent, the nature of the representation, and which NGTL projects impact the bidder's community(s).

Guidance:

- Representation can be demonstrated by:
 - community ownership of the business (in full or majority);

MC2.Text1 Which Indigenous Community(s) does your business represent? Also describe any Indigenous governance agreements that apply to your community.

OR

- an agreement with the community for the business to conduct Indigenous monitoring activities on behalf of the community(s).

MC2.Text2 If your business is not owned by an Indigenous community, describe the relationship/agreement your business has with the Indigenous Community(s) and provide any supporting documentation (e.g. copy of agreement, letter of endorsement, etc.)?

MC2.Check1

Is your business owned by an Indigenous Community?

 Yes No

MC2.Check2

Does your business have an agreement with an Indigenous Community to conduct Indigenous monitoring activities on behalf of the community?

 Yes No

APPENDIX 1 FORM - Technical Bid

- If applicable, indicate which of the 'Northern NGTL Projects'¹ impact your community? *Examples:*
 - NGTL 2021 Expansion northern spreads – Valhalla, Elmworth, Karr, Deep Valley, Colt
 - North Corridor Expansion
 - Other

MC2.Text3 List the Northern NGTL Projects that impact your community(s), or put “not applicable”

- If applicable, indicate which of the 'Southern NGTL Projects'² impact your community? *Examples:*
 - NGTL 2021 Expansion southern spreads – Robb, Dismal Creek, Brewster
 - Edson Mainline Expansion
 - Other

MC2.Text4 List the Southern NGTL Projects that impact your community(s), or put “not applicable”

MC2.Check3

Do you represent a First Nation(s)?

Yes No

MC2.Check4

Do you represent a Métis community(s)?

Yes No

¹ Note, the City of Edmonton and the Yellowhead Highway are to be used as the north-south delineation between “Northern NGTL Projects” and “Southern NGTL Projects”. For example, the North Corridor Expansion and the Deep Valley sections of NGTL 2021 expansion are Northern NGTL Projects, while the Edson Mainline Expansion and the Robb and Brewster sections of NGTL 2021 expansion are Southern NGTL Projects.

² See footnote 1.

APPENDIX 1 FORM - Technical Bid

Mandatory Criteria 3 – The bidder and its proposed Indigenous Monitors (IMs) must consent to having criminal background checks provided by the police/RCMP to the CER.

Guidance:

- The bidder must review and sign Annex C- Criminal Background Checks as part of the bid, whereas the actual criminal background checks must be completed prior to the issuance of any subsequent call ups.
- The bidder and proposed Indigenous Monitors can satisfy this requirement by demonstrating that a criminal background check has been completed within the past three (3) years for purposes of participating in compliance verification activities with the CER.
- See ‘Annex C – Criminal Background Checks’ for instructions.

MC3.Text1 *Optional comments* about the Criminal Background Check Process:

MC3.Check1

Did you sign “Annex C – Criminal Background Checks”?

 Yes No

APPENDIX 1 FORM - Technical Bid

Mandatory Criteria 4 – The bidder and its proposed resources (including the IMs and support staff) must agree to the terms in Annex D - Confidentiality Agreement to protect confidential information shared by the CER or others, or observed, during the course of work.

Guidance:

- This confidentiality agreement is specific to this project. Confidentiality agreements used for other projects do not satisfy this requirement.
- By signing and submitting a bid, the bidder is agreeing to the terms of the Confidentiality Agreement and to executing it over the duration of the proposed contract. This suffices to meet the needs of the bid and contract process.
- Indigenous Monitors must sign off on the confidentiality agreement prior to being assigned to the work. The CER can provide a sign-off form that the Contractors can send to its the proposed resources to sign.

MC4.Text1 *Optional comments about the Confidentiality Agreement:*

MC4.Check1

Do you agree to the terms in “Annex D – Confidentiality Agreement?”

 Yes No

APPENDIX 1 FORM - Technical Bid

Mandatory Criteria 5 – The Canada Energy Regulator (CER) must be satisfied that the bidder’s current and/or future working relationship with Nova Gas Transmission Ltd. (or any of its contractors) does not present a conflict of interest.

Guidance:

- If the services provided by the Bidder to NGTL are related to Indigenous Monitoring services, the bidders should indicate any proposed mitigations (for example, the proposed Indigenous Monitors are not involved in the work associated with the contracts with Nova Gas Transmission Ltd. and/or frequent disclosures of potential conflicts of interest).

MC5.Text1 If you have a business relationship with NGTL (checked yes to MC5.Check1), describe the type of services provided:

MC5.Text2 If you are not able to assign different resources to the work with the CER and the work with NGTL (did not check yes to MC5.Check2), describe any other mitigations for conflicts of interest that you propose (e.g. frequent disclosures to the CER of the nature of work conducted for NGTL):

MC5.Check1

Do you have a business relationship with Nova Gas Transmission Ltd?

 Yes No

MC5.Check2

If you do have current business relationships with NGTL, are you able to assign different resources (e.g. different Indigenous Monitors) to work with the CER than those conducting the work NGTL?

 Yes No or N/A

APPENDIX 1 FORM - Technical Bid

Point Rated Criteria 1 (maximum 15 points) -

Bidder should have access to personnel within the community with local Indigenous knowledge who can provide guidance to the Indigenous Monitors.

For example, Elders or Knowledge keepers with local knowledge may be asked by the bidder to consult with the Indigenous Monitors and their inspection team before, during or after an inspection activity, providing advice on what to look for, and potential mitigation measures.

RC1.Text1 Describe the availability of Elders or Knowledge Keepers in your community for consultation on inspection activities (include any prior example(s) of similar consultations):

RC1.Check1

Are there Elders/Knowledge keepers in your community who are willing to consult on inspection activities?

APPENDIX 1 FORM - Technical Bid

Point Rated Criteria 2 (Maximum 15 points) -

Bidder will benefit from:

- having completed traditional land use studies for the NGTL projects that are scheduled or proposed for construction.

RC2.Text1 Describe any traditional land use studies for NGTL projects (identifying which projects) your business has helped to prepare or otherwise has access to:

AND/OR

- other involvement in activities that increase awareness of the pipeline projects and the impacted sites. This includes, but is not limited to, engagement with the pipeline company (NGTL) or involvement in hearing or crown consultation processes.

RC2.Text2 Describe other involvement in activities that increase your awareness of the NGTL pipeline projects (identifying which projects) and the impacted sites:

RC2.Check1

Do you have access to TLU studies that have been completed for any of the proposed NGTL projects?

 Yes No

RC2.Check2

Has your community or business been involved in other activities that increase awareness of NGTL's pipeline projects and the impacted sites?

 Yes No

APPENDIX 1 FORM - Technical Bid

Point Rated Criteria 3 (Maximum 15 points) –

Bidder should have experience with managing health and safety systems for field or construction activities, including capacity to coordinate logistics for the Indigenous Monitors.

Guidance: In addition to providing comments in the space below, it may be helpful to attach examples of health and safety plans that your business has used in the past.

RC3.Text1 Describe your business' experience in developing and implementing policies for ensuring the safety of employees during field or construction activities (including operations during a pandemic). This includes risk assessments and journey management plans.

RC3.Text2 Describe your business' capacity to coordinate logistics, including booking flights, rental cars, and accommodations and scheduling the availability of multiple employees:

RC3.Check1
Do you have experience with managing health and safety systems for field activities?

 Yes No

RC3.Check2
Do you have capacity to coordinate logistics for Indigenous Monitors?

 Yes No

APPENDIX 1 FORM - Technical Bid

Point Rated Criteria 4 (Maximum 15 points) -

Bidder should have capacity to process payment for the Indigenous Monitors while invoicing to the CER is ongoing.

RC4.Text1 Describe your business' financial administration capacity. The description should include any relevant experience in contracts, contribution agreements, or other financial agreements with governmental organizations. It should also include a description of any current human resources with experience in financial administration of multi-faceted contracts.

RC4.Check1

Do you have financial capacity to pay wages and expenses in advance of completing invoicing to the CER (noting that payment standard is thirty days after receipt of invoice)?

Yes

No

RC4.Check2

Do you have personnel with capacity to administer a multi-faceted contract with the CER?

Yes

No

APPENDIX 1 FORM - Technical Bid

Point Rated Criteria 5 (Maximum 20 points) -

Bidder should demonstrate it will be able to: (1) retain Indigenous Monitors in a timely and effective manner, and (2) to support the Indigenous monitors with training, procurement of equipment and insurance, and writing of observations and other tasks as described in the statement of work.

RC5.Text1 Describe your proposal for retaining Indigenous Monitors. Describe any relevant examples or existing arrangements:

RC5.Text2 Describe your capacity for support of the Indigenous Monitoring activities, in terms of coordinating training activities, procuring equipment, and helping with written observations. Describe any relevant examples of similar work experience.

RC5.Check1
Do you have Indigenous Monitors identified for this work?

 Yes No

RC5.Check2
Do you have capacity to coordinate training activities, procure equipment and help IMs with written observations?

 Yes No

APPENDIX 1 FORM - Technical Bid

<u>OPTIONAL – Additional Pages for Explanations that Relate to the Criteria</u>	<u>Criteria # (e.g. MC1 or RC2)</u>	Criteria#

APPENDIX 1 FORM - Technical Bid

<u>OPTIONAL – Additional Pages for Explanations that Relate to the Criteria</u>	<u>Criteria # (e.g. MC1 or RC2)</u>	Criteria#

APPENDIX 1 FORM - Technical Bid

<u>OPTIONAL – Additional Pages for Explanations that Relate to the Criteria</u>	<u>Criteria # (e.g. MC1 or RC2)</u>	Criteria#

APPENDIX 1 FORM - Technical Bid

<u>OPTIONAL – Additional Pages for Explanations that Relate to the Criteria</u>	<u>Criteria # (e.g. MC1 or RC2)</u>	Criteria#