



RETURN BIDS 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 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 Management Systems Auditor(s) Services		
Solicitation No.		Date
84084-21-0161		2022-01-13
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MT)
on	2022-02-15	
F.O.B.		
Plant:	<input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address inquiries to:		
Karen-Anne Deslandes		
Area code and Telephone No.		Facsimile No. / E-mail
613 790-7177		Karen-Anne.Deslandes@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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION..... 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY..... 4

1.3 SECURITY REQUIREMENTS..... 5

1.4 DEBRIEFINGS 5

PART 2 - OFFEROR INSTRUCTIONS..... 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... 5

2.2 SUBMISSION OF OFFERS 5

2.3 FORMER PUBLIC SERVANT..... 6

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS 7

2.5 APPLICABLE LAWS..... 7

PART 3 - OFFER PREPARATION INSTRUCTIONS..... 8

3.1 OFFER PREPARATION INSTRUCTIONS 8

SECTION IV: ADDITIONAL INFORMATION..... ERROR! BOOKMARK NOT DEFINED.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 9

4.1 EVALUATION PROCEDURES..... 9

4.2 BASIS OF SELECTION..... 10

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION..... 12

5.1 CERTIFICATIONS REQUIRED WITH THE OFFER..... 12

5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER 13

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS..... 15

6.1 SECURITY REQUIREMENTS..... 15

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES..... 16

A. STANDING OFFER..... 16

7.1 OFFER..... 16

7.2 SECURITY REQUIREMENTS..... 16

7.3 STANDARD CLAUSES AND CONDITIONS 16

7.4 TERM OF STANDING OFFER..... 17

7.5 AUTHORITIES..... 18

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 18

7.7 IDENTIFIED USERS..... 18

7.8 CALL-UP PROCEDURES..... 19

7.9 CALL-UP INSTRUMENT 19

7.10 PRIORITY OF DOCUMENTS 19

7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION 19

7.12 STATUS OF AVAILABILITY OF RESOURCES – STANDING OFFER M3020C (2016-01-18) 20

7.13 APPLICABLE LAWS..... 20

B. RESULTING CONTRACT CLAUSES 21

7.1 STATEMENT OF WORK..... 21

7.2 STANDARD CLAUSES AND CONDITIONS 21

7.3 TERM OF CONTRACT 22

7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 22

7.5 PAYMENT 22

7.6 INVOICING INSTRUCTIONS 23



7.7	INSURANCE	23
7.8	SACC MANUAL CLAUSES.....	23
ANNEX A	.....	25
STATEMENT OF WORK	.....	25
ANNEX "B"	.....	29
BASIS OF PAYMENT.....		29
ANNEX "C"	.....	33
SECURITY REQUIREMENTS CHECK LIST		33
ANNEX "D"	.....	37
TO PART 3 OF THE REQUEST FOR STANDING OFFERS		37
ELECTRONIC PAYMENT INSTRUMENTS.....		37
ANNEX E	.....	38
TO PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION		38
ANNEX "F"	.....	49
MANDATORY FINANCIAL CRITERIA.....		49
ANNEX "G"	.....	50
AUDIT EXPERIENCE REFERENCE FORM.....		50
ATTACHMENT 1	.....	55
BID SUBMISSION FORM		55
APPENDIX 1	.....	53
CONFIDENTIALITY AGREEMENT.....		55



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

This requirement for the Standing Offer is to provide Management Systems Auditor Services to the Canada Energy Regulator, Calgary, Alberta, Canada on an as and when requested basis.

The period of the resulting Standing Offer will be from date of issuance for five (5) years.

It is Canada's intention to issue **up to two (2)** Standing Offers containing 7 Streams as identified below

Streams	Category Description
Stream 1	Emergency Management
Stream 2	Pipeline Integrity
Stream 3	Environment Protection
Stream 4	Safety Management
Stream 5	Security Management



Stream 6	Control Room Systems
Stream 7	Damage Prevention Programs

Bidder's must be able to perform the work as described in the statement of work in all Streams.

Bids will not be accepted if bidding on a single stream

Canada will award to up to two 2 Standing offers for the work identified instreams 1 through 7

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.

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

M0019T (2007-05-25), Firm Price and /or Rates

2.2 Submission of Offers

Offers must be submitted only to the Canada Energy Regulator (CER) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.



Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CER will not be accepted.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

2.3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"*pension*" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

2.3.2 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 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.

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 epost Connect service and by facsimile will not be accepted. And requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Bid one PDF copy by email

Section II: Financial Bid one PDF copy by email

Section III: Certifications one PDF copy by email only

Section IV: Additional Information one PDF copy by email only to

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



Section I: Technical 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offerors 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 (Step 1)

Refer to Annex E, Technical Evaluation Requirements

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Annex E, Technical Evaluation Requirements

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

4.1.2 Financial Evaluation (Step 3)

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



4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Annex B – Basis of Payment.

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

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

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

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

For financial evaluation purposes, the total price for each resource category of Table 1 + 2 + 3 will be used.

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

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

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

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

4.2 Basis of Selection Highest Combined Rating of Technical Merit and Price

4.2.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum points specified for each criterion for the technical evaluation, and
- d. obtain the required minimum of 95 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 135 points.

4.2.2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.



- 4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

		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

- 4.2.8. It is Canada' intention to issue up to two (2) Standing Offers per technical category. If 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.
- 4.2.9. If more than one (1) responsive offer has been received, the Standing Offers will be issued as follows:



- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose offer with the highest combined Rating of Technical Merit and Price
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror whose offer with the second highest combined Rating of Technical Merit and Price.

4.2.10. If only one (1) responsive offer is received, one (1) Standing Offer will be authorized for use.

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.

5.1.1 Covid-19 Vaccination Requirement Certification

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.



5.2 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 procurement 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.

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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.

Signature: _____

Date: _____



5.2.3.2 Education and Experience

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

Signature: _____

Date: _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

6.1.1. At the Request for Standing Offers closing date, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer
- (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 7A - Standing Offer
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
- (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer
- (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

6.1.2. 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.



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 following security requirement (SRCL and related clauses provided by the [Contract Security Program](#) apply and form part of the Contract:

7.2.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.

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

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

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

- a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b. Industrial Security Manual (Latest Edition).

7.2.2.6 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

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>) 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 Supplemental General Conditions

4013- (2021-10-28) - Supplemental General Conditions – Compliance with On-site Measures



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.

4014 – (2021-10-28) - Supplemental General Conditions – Stop Work Order

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) [2010B 24 \(2014-09-25\) Default by the Contractor](#) of general conditions [2010B \(2016-04-04\)](#)
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.

A3080T – (2021-10-28) - COVID-19 Vaccination Requirement

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 bid will render the bid non-responsive.

A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,

In accordance with the all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into and forms a binding part of any resulting Contract.

A3015C – (2014-06-26) – Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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 issuance for five (5) years.



7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Karen-Anne Deslandes
Procurement Services
Canada Energy Regulator
517-10th Avenue SW
Calgary, AB, T2R 0A8

E-mail address: karen-anne.deslandes@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 (insert at contract award)

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

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

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

7.5.3 Offeror's Representative (To be filled in by Offeror)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users



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

7.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the best fit offeror based on the requirement to determine if the requirement can be satisfied by that offeror.

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, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

7.9.1 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.

7.9.2 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 Limitation of Call-up

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes
- b) the articles of the Standing Offer
- c) the General Conditions [2006 \(2020-05-28\)](#) - General Conditions - Standing Offers - Goods or Services
- e) the Supplemental General Conditions
 - a) 4013 - (2021-10-28) — Compliance with On-site Measures
 - b) 4014 - (2021-10-28) - Supplemental General Conditions – Stop Work Order
 - c) A3080T -(2021-10-28) - COVID-19 Vaccination Requirement
 - d) A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,
 - e) A3015C – (2014-06-26) – Certifications
- f) Annex A, Statement of Work
- g) Annex B, Basis of Payment
- h) Annex C, Security Requirements Check List
- i) Annex H, Covid-19 Vaccination Requirement Certification
- j) Annex I, Conflict of Interest Form
- k) Attachment 1 – Bid Submission Form
- l) Attachment 2 – Confidentiality Agreement
- m) the Offeror's offer dated _____ (*insert date of offer*)

7.11.1 Certifications and Additional Information



7.11.2 Compliance with Certification – Standing Offers

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.

7.12 Status of Availability of Resources – Standing Offer M3020C (2016-01-18)

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13 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.



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

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

7.2.2 Supplemental General Conditions

4013- (2021-10-28) - Supplemental General Conditions – Compliance with On-site Measures

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.

4014 – (2021-10-28) - Supplemental General Conditions – Stop Work Order

4. 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) [2010B 24 \(2014-09-25\) Default by the Contractor](#) of general conditions [2010B \(2016-04-04\)](#).
5. 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.
6. 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.



A3080T – (2021-10-28) - COVID-19 Vaccination Requirement

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 bid will render the bid non-responsive.

A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,

In accordance with the all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into and forms a binding part of any resulting Contract.

A3015C – (2014-06-26) – Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer from date of contract award to XXXXX (to be inserted at contract award)

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: 2012-2 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 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment

7.5.4 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

7.6.1. 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 copy of call up against SO and any other documents as specified in the result of Contract

7.6.2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the Project Authority at the address shown in section 7.5.2 for certification and payment.

7.7 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

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

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a



replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.9 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 Management Systems Auditor(s)

1. Background

The federal government's *Bill C-69* had the effect of replacing the *National Energy Board Act* with the *Canadian Energy Regulator Act* (CER). The CER Act came into force on 28 August 2019. The Canada Energy Regulator (CER), is an independent federal regulator, located in Calgary, Alberta, is a court of record with the powers, rights and privileges of a superior court, established in 1959 by the *National Energy Board Act*, now the CER Act. The mandate of the CER is to promote safety and security, environmental protection, and economic efficiency in the Canadian public interest, in the regulation of pipelines, energy development and trade.

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.

2. Objective

This Contract will provide the System Operations Business Unit of the CER with access to qualified auditor(s) and subject matter experts, where required, to complete the audits that are required by the CER's mandate each fiscal year.

The CER has an immediate need for qualified Contractor(s) to conduct and assist with audits of regulated company operations programs. The Contractor may be required to conduct and/or assist with audits of company management systems, safety management, environmental protection, emergency management, security management, integrity management, including control room systems, and damage prevention programs.

The Contractor may also assist with developing and implementing the CER's audit program including but not limited to development and/or implementation of processes, procedures, work instructions, standard practices, and training.

3. Reference Documents

The Contractor Auditor needs to:

- 1) Be familiar with CER regulations, other applicable federal and provincial legislation, CER guidance materials, and general operations audit practices
- 2) Be familiar with the applicable standards in their area of technical expertise, for example, but not limited to, integrity auditors should be knowledgeable of pipeline control room management and *CSA Z662 Oil and Gas Pipeline Systems*, *CSA Z276 Liquefied Natural Gas (LNG) – Production, Storage, and Handling*, and *CSA Z341 Storage of hydrocarbons in underground formations*.

4. Requirements

In conjunction with significant management system experience, the Contractor will have significant experience in at least one of the following technical categories:



- 1) Emergency Management
- 2) Pipeline Integrity
- 3) Environment Protection
- 4) Safety Management
- 5) Security Management
- 6) Damage Prevention Programs; and
- 7) Control Room Systems.

As the CER requires compliance with its regulations, the Contractor will be familiar with risk management frameworks, compliance audits, and quality assurance audits. The Contractor will also have expert knowledge in audit ethics, principles, and industry standards.

4.1 Tasks

The Contractor will become familiar with the CER's audit processes and activities. The Contractor will provide the CER with access to experienced auditor(s) to work with the CER's audit team to implement its planned audits. In addition, depending on the skill level and expertise of the successful contractors, and the requirements of the CER, they may be tasked to assist with developing the CER's Operations auditing program including but not limited to processes, procedures, standard practices, and training.

All communications will be in English, and is expected to be clear, concise, and competent both orally and in writing especially communication of information of a technical nature.

Tasks include, but are not limited to:

- 1) Assisting in the revision or development of CER audit processes, procedures, protocols and/or audit plans and schedules
- 2) Conducting reviews and assess company documentation
- 3) Conducting audit interviews and potentially accompany CER staff on audit-related inspections
- 4) Developing audit records, daily reports, and other audit documentation, as identified
- 5) Drafting audit reports
- 6) Providing coaching and guidance to junior CER audit staff on general practices and principals with respect to auditing, when requested
- 7) Attending CER meetings as required and provide advice to the CER with respect to the areas/topics that the contractor was involved
- 8) Providing written reviews and advice regarding the approval and implementation of audit Corrective and Preventive Action (CAPA) plans, if requested
- 9) If required, transitioning the hand-off of work to the remaining resource(s);
- 10) Travelling, potentially to remote locations, as requested by the CER Project Authority.

4.2 Deliverables:

Deliverables will be sent to the Lead Auditor and Director, Audits

Deliverables include, but are not limited to the following:

- 1) Complete Audit Reports or portions of Draft and Final Audit Reports for audits conducted for the System Operations Business Unit when the assistance of a contractor is required



- 2) Provision of coaching and mentoring of junior CER staff during audits during the contract period
- 3) Review and provide feedback, on the entire Draft and Final Audit Reports for audits conducted during the contract period
- 4) Portions of developmental audit work process and documentation conducted during the contract period
- 5) If requested by the Project Authority, provide SME advice to senior management, the Commission and/or the Board of Directors of the CER with respect to the areas/topics that the contractor was involved in.

5 Additional Information

The majority of the CER's management system requirements are found within section 6 of the Onshore Pipeline Regulations (OPR). The contractor will be familiar with these requirements and their application in management systems.

The CER Operations program areas align with the protection programs described in section 55 of the OPR. These are:

- (a) the emergency management program referred to in OPR section 32
- (b) the integrity management program referred to in OPR section 40, including the pipeline control system referred to in OPR section 37
- (c) the safety management program referred to in OPR section 47
- (d) the security management program referred to in OPR section 47.1
- (e) the environmental protection program referred to in OPR section 48; and
- (f) the damage prevention program referred to in section OPR 47.2.

6. Travel

Travel requirements, if any, will be specified in the Call up, and all travel must have the prior authorization of the Project Authority and be specified in the Call up.

7. Constraints

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act [Conflict of Interest Act S.C. 2006, c. 9, s. 2](#) the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

The Contractor acknowledges that the auditor assigned cannot have worked for or have consulted for the regulated company on any CER regulated scope of work within the last 12 months. The Contractor cannot be providing resources to the regulated company in an area of work that is within the scope of the CER audit, while at the same time providing an audit resource to the CER.

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



- Maintain confidentiality in all work conducted for the CER
- Maintain the independence and confidentiality of its staff working on CER projects, such as audits, from its staff who may be working for CER regulated companies on other activities;
- Not represent or work for parties or participants involved in any CER proceeding (including the applicant or interveners) if it has been contracted by the CER to provide services on said proceeding; and
- Disclose any conflict of interest or potential conflict of interest with the CER audit of the regulated company and the proposed auditor resource. Should a real or potential conflict exist, the CER would then decide to proceed or seek a different resource to perform the work.

8. Support by the Canada Energy Regulator

- Will provide a laptop to contractor
- Contractor's will use CER IT Systems to process Protected B Information

9. Location of work

The work will be performed at the Offices of the Canada Energy Regulator in Calgary Alberta



ANNEX "B"

BASIS OF PAYMENT

* Applicable taxes are to be excluded from the prices quoted herein *

* Applicable taxes will be added as a separate item on the invoice *

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

* The Bidder is not required to bid on all technical categories in Article 4 Requirements of Annex A

All-inclusive FOB Destination price for the provision of all but not limited to supplies, materials, and support services to perform the work in accordance with Annex "A" – Statement of Work.

Table 1.1: Standing Offer Period Year 1: from the date of Contract award for year 1:

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Emergency Management	230	
2	Pipeline Integrity	230	
3	Environment Protection	230	
4	Safety Management	230	
5	Security Management	230	
6	Control Room Systems	230	
7	Damage Prevention Programs	230	

Table 1.2: Standing Offer Period Year 2: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Emergency Management	230	
2	Pipeline Integrity	230	
3	Environment Protection	230	
4	Safety Management	230	
5	Security Management	230	
6	Control Room Systems	230	
7	Damage Prevention Programs	230	



--	--	--	--

Table 1.3: Standing Offer Period Year 3: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$/hour)
1	Emergency Management	230	
2	Pipeline Integrity	230	
3	Environment Protection	230	
4	Safety Management	230	
5	Security Management	230	
6	Control Room Systems	230	
7	Damage Prevention Programs	230	

Table 1.3: Standing Offer Period Year 4: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$/hour)
1	Emergency Management	230	
2	Pipeline Integrity	230	
3	Environment Protection	230	
4	Safety Management	230	
5	Security Management	230	
6	Control Room Systems	230	
7	Damage Prevention Programs	230	



Table 1.3: Standing Offer Period Year 5: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Emergency Management	230	
2	Pipeline Integrity	230	
3	Environment Protection	230	
4	Safety Management	230	
5	Security Management	230	
6	Control Room Systems	230	
7	Damage Prevention Programs	230	

1. Standard Hours

The hours are based on a standard 7.5-hour day, Monday to Friday. Hours worked in excess of 7.5 hours per day will be paid at the firm hourly rate.

2. Definition of a Day/Proration

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

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

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

2.2 Travel time if applicable

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



(Hours of travel × 50% of firm all-inclusive per diem rate) ÷ 7.5 hours

3. Cost Reimbursable Expenses if applicable

3.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees. Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

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

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



Canada Energy
Regulator

Régie de l'énergie
du Canada

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST - Attached in pdf in 3 pages

This page intentionally left blank.



Contract Number / Numéro du contrat

21-0161

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada Energy Regulator		2. Branch or Directorate / Direction générale ou Direction Systems Operations / Audit Enforcement, & Investigation
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Require management system auditing standing offers to be procured.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED Information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED Information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'Information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRES SECRET (SIGINT) <input type="checkbox"/>		TRES SECRET (SIGINT) <input type="checkbox"/>

TBS/GCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
21-0161
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

9. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC Information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

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

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED Information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC Information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 21-0161
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / biens	X															
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERB sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX "D"

To PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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 E

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

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

Bidder is to bid on all resource categories (also known as technical categories from Section 4 above).

1 Technical Evaluation

1.1 Mandatory Technical Criteria

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

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



Mandatory Criteria

Item	Description	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder must have recent experience, obtained within a maximum of 3 years from the bid closing date, in undertaking legislatively required audits either on behalf of regulated companies or on behalf of regulatory bodies or both. Experience can include working with provincial or federal regulatory regimes; however, experience in conducting audits involving Onshore Pipelines Regulations (OPR) is preferred.		
M2	<p>The Bidder's proposed resource(s) must demonstrate a strong educational background in one or more of the following technical categories. As an example, a Bachelor's degree in engineering or other discipline related to pipeline integrity:</p> <ol style="list-style-type: none">1) Emergency Management2) Pipeline Integrity3) Environment Protection4) Safety Management5) Security Management6) Damage Prevention Programs; and7) Control Room Systems.8) Management systems <p>Canadian Registered safety Professional (CRSP) is required for category (4) Safety Management.</p> <p>Education is not required for category (5) Security Management</p> <p>The Bidder's proposed resource(s) must demonstrate their educational background related to management systems.</p>		



M3	<p>From the bid closing date, the Bidder's proposed resource(s) must have:</p> <ul style="list-style-type: none"> - a minimum of seven (7) years of experience, gained within the last ten (10) years in conducting audits within the oil and gas sector; and - a minimum of three (3) audit activities undertaking legislatively required audits either on behalf of regulated companies or on behalf of regulatory bodies or both. <p>Experience can include working with provincial or federal regulatory regimes, but preference will be for experience with the OPR. Some examples are: Transport Canada CARS Regulations, Environment Canada EEC Regulations, and the CER Act and Regulations, including oil and gas company's audit on behalf of CER.</p>		
M4	<p>The Bidder's proposed resource(s) must demonstrate ability to communicate technical information in writing. A minimum one (1) sample written audit report, which has not been edited by a technical writer, must be provided at the bid submission.</p> <p>Confidential Information may be redacted from the report.</p>		
M5	<p>The Bidder must fill out the Audit Experience Reference Form in Annex C for each category that the Bidder is proposing to supply. As part of completing the Audit Experience Reference Form, ensure Part D is filled out with applicable client references.</p>		

1.2 Point-Rated Criteria

The following table illustrates how rated requirements will be evaluated.

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.



Table 1				
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R1	The Bidder's Understanding of the Requirement	10	<p>The Bidder should provide the details and descriptions necessary to demonstrate that it has a good understanding of the audit of regulated company management systems.</p> <p>The Bidder should clearly demonstrate that it has the required expertise to carry out the work as specified in this Statement of Work with respect to auditing a company management system.</p> <p>Points will be allocated:</p> <p>Fully demonstrates understanding of the management system auditing expertise – 10 points</p> <p>Demonstrates limited understanding of the management system auditing expertise – 5 to 8 points</p> <p>Demonstrates little understanding of the management system auditing expertise – 0 to 4 points.</p>	



Table 1				
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R2	The Bidder's Expertise in Technical Categories	30	<p>The Bidder should provide the details and descriptions necessary to demonstrate that it has a good understanding of the technical categories.</p> <p>The Bidder will clearly demonstrate that it has the required technical expertise to carry out the work as specified in this Statement of Work. The technical categories are as follows:</p> <ol style="list-style-type: none"> 1) Emergency Management 2) Pipeline Integrity 3) Environment Protection 4) Safety Management 5) Security Management 6) Damage Prevention Programs; and 7) Control Room Systems <p>Points will be allocated:</p> <p>Fully demonstrates one technical category - 15 points for the first area.</p> <p>Demonstrates additional technical categories - 5 points for each additional technical category to a maximum of 15 points for additional technical categories. Overall total 30 points.</p>	



Table 1 Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R3	The Bidder's Experience	30	<p>The Bidder should clearly demonstrate its auditing knowledge and experience by successfully completing and submitting the required documentation as requested as per the Audit Experience Reference Form.</p> <p>Points will be allocated:</p> <p>Demonstrates extensive audit experience - 24– 30 points</p> <p>Demonstrates some audit experience – 15 to 23 points</p> <p>Demonstrates limited audit experience -0-14 points</p>	



Table 1				
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R4	The Proposed Resource(s) in experience or knowledge related to technical experience as a subject matter expert or subject matter auditor or both.	10	<p>The Bidder's proposed resource(s) should demonstrate technical knowledge and experience working in the CER Operations Programs areas listed in Article 5 of Annex A as an auditor, subject matter expert or both. The Bidder will include Control Room Systems as part of the program areas.</p> <p>The Bidder should demonstrate how each of the proposed resources to be assigned to CER audit projects meet the requirements. The Bidder will provide the proposed resources' Curriculum Vitae (CVs) outlining past audit/project experience directly applicable to the scope of work.</p> <p>Reference to Article 5 of Annex A where it lists the OPR section 55 programs along with Control Rooms. Each area of knowledge would be one of the section 55 programs.</p> <p>Points will be allocated:</p> <p>First demonstrated area of knowledge and experience – 4 points</p> <p>Additional areas of knowledge and experience demonstrated – 3 points per area to a maximum of 6 points.</p>	



Table 1				
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R5	The Proposed Resource(s) Audit Experience	30	<p>The Bidder's proposed resource(s) should demonstrate experience in undertaking legislatively required audits either on behalf of regulated companies or on behalf of regulatory bodies or both. The demonstrated experience can include working with provincial or federal regulatory regimes; however, experience in conducting audits involving Onshore Pipelines Regulations (OPR) is preferable.</p> <p>Points will be allocated:</p> <p>Demonstrates extensive experience conducting audits legislatively required audits (15+ audits) 24 - 30 points</p> <p>Demonstrates includes some experience conducting legislatively required audits (10 – 15 audits) 15 - 23 points</p> <p>Demonstrates limited experience conducting legislatively required audits (less than 10 audits). 0 - 14 points</p>	



Table 1
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction

Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R6	The Proposed Resources ability to communicate technical information effectively in written English.	10	<p>The Bidder should demonstrate the ability of the proposed resource to communicate technical information effectively orally to both knowledgeable and unknowledgeable people. The Bidder should demonstrate in writing how each of the proposed resources who will potentially be assigned to CER audit projects meet the requirements and provide necessary references, when requested, and continue to meet these requirements throughout the life of the contract to maintain the contract.</p> <p>The Bidder's proposed resource(s) should demonstrate ability to communicate technical information in writing, not edited by a technical writer. The Bidder should provide two (2) samples of written audit reports with the bid. Confidential Information may be redacted from the reports.</p> <p>Points will be allocated:</p> <p>Demonstrates a comprehensive report that allows for ease of reading and contains minimal or no grammatical/spelling errors – 10 to 8 points</p> <p>Demonstrates a less comprehensive report. Contains spelling/grammatical errors. 4 to 7 points.</p>	



Table 1				
Assessment of the Bidder's ability to manage contract to the Canada Energy Regulator satisfaction				
Point-Rated Criteria		Maximum points	Evaluation Guideline	Awarded points
R7	Bilingual (English French)	5	<p>Communication skills in English are required, however bilingual English/French communication skills may be required occasionally with some auditees and are considered desirable.</p> <p>The proposed resource(s) should demonstrate the ability to communicate orally and in writing in both French and English.</p> <p>No additional points will be given for communication skills in languages other than French and English.</p> <p>Points will be allocated:</p> <p>Can communicate in both French and English – 5 points</p> <p>Can communicate in English only. – 0 points</p>	
<p>Total Score Awarded for (R1 to R7) 135 points Minimum points required to pass Technical Evaluation (70%) 95</p>				



ANNEX “F”

MANDATORY FINANCIAL CRITERIA

The Canada Energy Regulator will conduct financial evaluation against only technically compliant responsive bids proposing a per diem rate that falls between the Median minus 20% and the Median plus 20% for each category.

If a firm per hour rate for any given resource category is either lower than the established lower median band limit or higher than the established upper median band limit for that resource category, the bid will be declared non-compliant and will be given no further consideration.

Establish the lower and upper median bands for each resource category.

For each resource category, the contracting Authority will establish, the median band limits based on the firm per hour rates proposed by the technically responsive bids. The median will be calculated using the median function in Microsoft Excel (i.e. when the total number of responses is odd, the median is calculated as the middle number in the group when sorted by rate; when the total number of responses is even, the median is calculated as the average of the two numbers in the middle).

Example

	1	2	3	4	5
	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
Hourly rate for a specified resource category	\$62	\$62	\$85	\$75	\$64
Median	<p>A median is the middle offer in a set of offers whereby half the offers are greater and half are lower. In this example above, in the set of numbers (62, 62, 64, 75, 85) the median is 64.</p> <p>Median = \$64.00</p> <p>If there is an even amount of numbers, we need to find the middle pair or numbers and find the value that would be half way between them.</p>				
Hourly rate within upper median minus 20% and median plus 20%	<p>Median minus (-) 20% to Median (+) 20%</p> <p>Median – 20% = (\$64 - \$12.8) \$51.20</p> <p>Median + 20% = (\$64 + \$12.8) \$76.80</p>				
Responsive bids	Bidder A, Bidder B, Bidder D, Bidder E				



3.					
B. Audit Files Scope information <i>For files listed in Section A please provide brief description of the overall project/contract scope.</i>					
Audit File Name	Brief description of the overall File Scope				
1.					
2.					
3.					
C. Auditor information: <i>For the files listed in Section A please list responsibilities of the placed Auditor's and/or what they delivered for this specific project/contract.</i>					
Audit File Name	Brief description of responsibilities of Auditor placed:				
1.					
2.					
3.					
D. Client Reference Contact Information: <i>Although the Crown does not require to provide client references at this time, the Crown reserves the rights to ask for client references for the files listed in the Form above and verify references.</i>					
<i>Audit File Name</i>	<i>Person's Name</i>	<i>Person's Title</i>	<i>Organization</i>	<i>Telephone</i>	<i>E-Mail</i>



ANNEX "H"

COVID-19 Vaccination Requirement Certification Form

Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to Contract **84084-21-0161**
warrant and certify that all personnel that _____ (*name of business*)
will provide on this Contract who access federal government work places 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 "I" CONFLICT OF INTEREST

The Contractor acknowledges that the auditor assigned cannot have worked for or have consulted for the regulated company on any CER regulated scope of work within the last 12 months. The Contractor cannot be providing resources to the regulated company in an area of work that is within the scope of the CER audit, while at the same time providing an audit resource to the CER.

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

- Maintain confidentiality in all work conducted for the CER
- Maintain the independence and confidentiality of its staff working on CER projects, such as audits, from its staff who may be working for CER regulated companies on other activities
- Not represent or work for parties or participants involved in any CER proceeding (including the applicant or interveners) if it has been contracted by the CER to provide services on said proceeding; and
- Disclose any conflict of interest or potential conflict of interest with the CER audit of the regulated company and the proposed auditor resource. Should a real or potential conflict exist, the CER would then decide to proceed or seek a different resource to perform the work.

Name of Standing Offer Offeror

Print name of authorized individual

Signature

Date



ATTACHMENT 1

BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions.	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in



	Part 2 entitled "Former Public Servant"	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>	
<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		



APPENDIX 1 - CONFIDENTIALITY AGREEMENT

The description of the requirement of bid solicitation No. 84084-21-0161 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert the Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Insert the Supplier's legal name: _____
Supplier's legal name

Signed by its authorized representative

Date