



RETURN BIDS TO:

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

SOLICITATION

Comments

This document contains a security requirement.

Proposal To: Canada Energy Regulator

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

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

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

Title		
Audio and Visual Services		
Solicitation No.	Amendment No	Date
84084-23-0039		2023-11-23
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MST)
on	2023-12-19	
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
Loi, Ngan		
Telephone No.	E-mail	
403-389-3354	ngan.loi@cer-rec.gc.ca	
Destination – of Goods, Services, and Construction:		
See herein		

Instructions: See Herein

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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Task Authorization Form, and any other annexes.

1.2 Summary

- 1.2.1 For the provision of Audio-Visual services on an "as and when required" basis, for Canada Energy Regulator (CER), at multiple locations across Canada.

The Contract will be in effect from Date of Award for two (2) years with two (2) optional 1-year periods.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

2.1.1 Basis for Canada's Ownership of Intellectual Property

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

- the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;

2.2 Submission of Bids

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

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

Bidders who choose to submit their bids by email should note **the file attachment size limit is 35MB/each**. Any file size is over that limit, it is bidder's responsibility to break up it into smaller files and send them in separate emails; or send it in ZIP file format before the bid closing time.

2.3 Former Public Servant – Competitive Bid

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, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No () (To be completed by Bidder)

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No () (To be completed by Bidder)

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;



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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid PDF copies by email,
Section II: Financial Bid PDF copies by email,
Section III: Certifications PDF copies by email,

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

Section I: Technical Bid

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

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

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex G.

4.1.1.2 Point Rated Technical Criteria

Please see Annex G.

4.1.2 Financial Evaluation

The evaluated price will be established using the following calculation:

For each line item, the unit price quoted will be added together and multiplied by its estimated usages to obtain the extended price;

The extended prices for each line item will be summed to arrive at the total bid price.

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders.

4.2 Basis of Selection - Mandatory Technical Criteria

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **70 points** overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of **100 points**.
2. Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and **40 %** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60 %**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40 %**.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. 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 60 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		50/55	40/55	41/55
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$50/55 \times 60 = 54.55$	$40/55 \times 60 = 43.64$	$45/60 \times 60 = 44.73$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
Combined Rating		87.28	79.64	84.73
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of 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>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48



hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.

3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.1.1 Task Authorization Process

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

7.1.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means **2%** of Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to own intellectual property rights in Foreground Information apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), and obtain approved Document Safeguarding Capability at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets, or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED B information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - (b) *Contract Security Manual* (Latest Edition).



7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is for two (2) years from Date of Award.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ngan Loi
Procurement Analyst
Canada Energy Regulator
Suite # 210, 517 Tenth Avenue, SW
Calgary, AB T2R 0A8

Telephone: 403-389-3354

E-mail address: ngan.loi@cer-rec.gc.ca

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



7.5.2 Project Authority

(To be inserted at Contract Award)

The Project Authority for the Contract is:

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

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

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

7.5.3 Contractor's Representative

(To be completed by Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Firm Unit Prices - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex B as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.



7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

7.7.3 Multiple Payments

H1001C (2008-05-12), Multiple Payments

7.7.4 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

A9039C (2008-05-12), Salvage

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0705C (2010-01-11), Discretionary Audit

C0711C (2008-05-12), Time Verification

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.7.5 Electronic Payment of Invoices – Contract

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

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts for all direct expenses, and all travel and living expenses;
- c. The Contract number and/or Task Authorization number, location, name of resource
- d. PO number



7.8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to accountspayable@cer-rec.gc.ca

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2022-12-01), Canada to own intellectual property rights in Foreground Information;
- (c) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-disclosure agreement;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____.

7.12 Insurance Requirements

[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

7.13 Non-disclosure agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



7.15 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

1. SCOPE

1.1 Objective:

The Canada Energy Regulator (CER) has a requirement for the provision of Audio-Visual services on an "as and when required" basis, at multiple locations across Canada.

The period of the Contract is for two (2) yeas from Contract Award with two (2) optional 1-year periods.

1.2 Background

The Canada Energy Regulator (CER) is Canada's federal energy regulator. The CER reports to Parliament through the Minister of Natural Resources. Headquartered in Calgary, Alberta with regional offices in Montréal, Vancouver and Yellowknife, the CER has approximately 500 employees and annual budget of over \$70 million

The CER's roles and responsibilities include:

- Reviewing applications for new energy projects and upgrades to current projects;
- Providing oversight of oil and gas exploration and activities on frontier lands and offshore not otherwise regulated under territorial law or joint federal/provincial accord;
- Deciding what can be transported in pipelines and how much companies are allowed to charge for their services;
- Approving the export and import of natural gas and the export of oil; and,
- Providing Canadians with a neutral source of energy statistics, analysis and information.

The CER holds public hearings at which proponents and interested persons have full rights of participation in the official language of their choice. For bilingual hearings, interpreters need to be connected to the audio-visual system for live web feeds. Also, during an oral hearing, evidence (submissions, reports, tables, etc.) is discussed through cross-examination, and formal arguments are made. Visual displays of court evidence and exhibits are used for the Panel and participants in the proceedings. These activities are recorded in hearing transcripts by court reporters that may require the use of the audio-visual system for capturing the court proceedings.

1.3 Terminology

CER	Canada Energy Regulator
TA	Technical Authority
PA	Project Authority
CA	Contracting Authority

2. REFERENCE DOCUMENTS

Historical locations of hearings can be found at the Past Hearings Link [CER – Past Hearings, Workshops, Information Sessions, and Conferences \(cer-rec.gc.ca\)](#)



3. REQUIREMENT

3.1 Scope of Work

The CER is seeking a task-based contract to provide reliable AV services at CER hearings, engagements, and other events throughout Canada, with the exception of areas subject to Comprehensive Land Claim Agreements (CLCA).

For hearings, the contracted technical resources would perform the work in conjunction with the CER hearing manager and take direction from CER onsite technical resource.

3.2 Deliverables

Provide services including, but not limited to:

- i. Provision of AV services on an as and when required basis throughout Canada except within areas subject to CLCA;
- ii. Installation, setup, operation and dismantling of audio video and simultaneous interpretation and other related conference equipment;
- iii. Active audio and video production of the contracted equipment to meet the needs of the hearing;
- iv. Effective control of audio and visual levels in room and sent to remote devices/webcasters; and
- v. Minimal down time through planning and onsite backup equipment.
 - a. Appropriate backups will be employed and available onsite and in production (hot backups) to ensure any single point of failure including but not limited to, all equipment, cables and networks and capture and transmission devices used in the production and in the transmission of the in-room audio and video webcast can be quickly remedied (within minutes).
 - b. The Canada Energy Regulator is not required to pay for the backup equipment. The Vendor/Supplier will supply the backup equipment in case there is a system fail.
 - c. The AV equipment needs to meet the needs of providing virtual meetings via various system such as IE, MS Teams and Zoom.
- vi. Testing before each hearing day, a test of all audio and video equipment will be performed. The CER typically makes all remote communication connections 30 minutes prior to each hearing day and perform end to end testing to an internet enabled workstation. Testing will be performed to the satisfaction of the CER onsite tech resource.

3.3 Location of Work

Potential locations could include, but are not limited to:

- Alberta – Calgary, Edmonton, Peace River, Grand Prairie
- Saskatchewan – Regina, Saskatoon, Prince Albert
- Manitoba – Winnipeg, Brandon
- Ontario - Kenora, Thunder Bay, North Bay, Kingston, Ottawa/Gatineau
- Quebec – Montreal, Quebec City
- New Brunswick - Saint John, Moncton, Fredericton
- British Columbia –Vancouver, Victoria, Lower Mainland and southern interior, northeast Chetwynd, Fort St. John
- Northwest Territories – Inuvik, Norman Wells, and southern communities



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, if applicable

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Annex A - Statement of Work, the Contractor will be paid an all-inclusive FOB destination firm unit price as specified in these tables below. Customs duties are included, and Applicable Taxes are extra.

Item #	Main Equipment Category	Unit of Measure (UoM)	Yearly estimated quantity (A) # UoM x # Units	Unit Price Firm Year 1 (B)	Unit Price Firm Year 2 (C)	Unit Price Option Year 1 (D)	Unit Price Option Year 2 (E)	Extended Price F=(A) x ((B)+(C)+(D)+(E))
	Visual and Display Products							
1	96 x 96 tripod screens (inch)	day	25 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
2	84 x 84 tripod screens	day	25 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
3	Rear projector screen 84 X 84	day	10 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
4	LCD Projector 2500 LUM with cart and skirt	day	25 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
5	LCD Projector 4000 (or higher) LUM with cart and skirt	day	25 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
6	Minimum 24 inch 16:10 LCD Monitor with stand	day	50 x 15	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
7	50-inch Display Monitors with Stand	day	10 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
8	60-inch Display Monitors with Stand	day	10 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____



9	70-inch Display Monitors with Stand	day	20 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
10	80-inch Display Monitors with Stand	day	10 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
Audio Products								
11	Participant Microphones – digital, programmable and addressable with table stand and supporting control equipment	day	50 x 15	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
12	Compact Disc Player	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
13	Music CDs for breaks	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
14	Mixer, typical 8+4 Channel (as a minimum)	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
15	Digital Mixing Console – 16 channel	day	15 x1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
16	Graphic Equalizer	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
17	Digital Speaker Processor	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
18	Powered Speaker with Stand	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
19	Wireless Microphone / Lapel Receiver	day	50 x 4	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
20	Wireless hand held mic with table stand	day	50 x 4	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
21	Wireless lapel mic	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
22	Floor stand for wireless mic	day	50 x 4	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
23	Table stand for wireless mic	day	50 x 4	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
24	Kit – 1 receiver, 1 handheld mic / transmitter and 1 lapel mic and belt pack transmitter	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____



25	Analogue digital telephone interface	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
	Meeting Support and Other Services							
26	Participant / Speaker Timers with Display	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
27	Outlet A/C Power Bar	day	50 x 4	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
28	Ethernet Switch 8 Port 100 / 1000	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
29	Stanchions	day	50 x 8	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
30	Video Codec –IP based video codec with PTZ camera (example – equivalent to CISCO C40) with minimum 10 x optical zoom. Included Sony HD pan & Tilt Camera with Roland Webcast Switcher for Live Streaming.	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
31	Lighting – Various including compact LED lighting with colour control from 3,000k to 6,000 k.	day	50 x 2	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
32	Bilingual Interpretation System including: Interpretation booth with 7/2 interpreter console, 3 headphones, desk lamp, System Interpretation Sign and Easel	day	25 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
33	IR Transmitter with IR delegate receiver 1 IR Transmitter and 50 receivers PKG	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
34	Delegate headphones – quantity 50 per box	box	50 x 2	\$_____/box	\$_____/box	\$_____/box	\$_____/box	\$_____



35	Equipment transportation costs (up to and including 100 km)	km	40 x 1	\$_____/km	\$_____/km	\$_____/km	\$_____/km	\$_____
36	Equipment transportation costs (over 100 km)	km	10 x 1	\$_____/km	\$_____/km	\$_____/km	\$_____/km	\$_____
37	Labour – Set up	Hr.	50 x 1	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____
38	Labour - Take Down	Hr.	50 x 1	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____
39	Labour – Operational during event (up to 7.5 hours per day)	Hr.	50 x 1	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____
40	Back-up equipment	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
41	Overtime labour rate (when working over 7.5 hours per day)	Hr.	25 x 2	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____
42	Hosting of Teams/Zoom Meetings	day	50 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
43	Usage of the providers' Interpretation Room and associated equipment for the Federal Translation Bureau to provide Bilingual Simultaneous Interpretation	day	20 x 1	\$_____/day	\$_____/day	\$_____/day	\$_____/day	\$_____
TOTAL BID PRICE (GST excluded)								\$_____



******The Canada Energy Regulator is not required to pay for the equipment needed as backup. The Vendor/Supplier will supply the backup equipment in case there is a system fail.**

*******The AV equipment needs to meet the needs of providing virtual meetings via various system such as IE, MS Teams and Zoom.**

CANCELLATION FEES

Should an event be cancelled within twenty-four (24) hours prior to the start of the event set-up, the Contractor will be paid 75% if the amount authorized in the Task Authorization.

Should an event be cancelled within forty-eight (48) hours prior to the start of the event set-up, the Contractor will be paid 50% if the amount authorized in the Task Authorization.

Should an event be cancelled within seventy-two (72) hours prior to the start of the event set-up, the Contractor will be paid **25%** if the amount authorized in the Task Authorization.

Should an event be cancelled with at least seventy-two (72) hours prior to the start of the event set-up, no payment will be authorized.

Once an event has started, should one or more days, or portions of a day, of a previously authorized event be cancelled the Contractor will be paid 100 % of the daily costs for the first cancelled day, or portion thereof.

Contractor will not be paid for any subsequent cancelled days. The portions of a day will be pro-rated based on a 7.5-hour day.

Room Layout:

Typical Hollow Square, conference room or hollow circle.

Rate per hour:

Should be inclusive of services directly related to the AV main device or simultaneous interpretation equipment rental, including but not limited to:

- a. technicians,
- b. delivery of equipment;
- c. set up/dismantling and pick up of equipment; and
- d. daily operation of the equipment.



1. Definition of a Day/Proration

- 1.1 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.

1.2 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 kilometres from the individual's work location may be billed at 50% of the firm all-inclusive per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

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

2. Cost Reimbursable Expenses if applicable

2.1 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.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Clear Data - Effacer les données

	Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 84084-23-0039
English Instructions	Instructions français	Security Classification / Classification de sécurité Unclassified

**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 Secretary and Regulatory Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitant	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail AV Services		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees (e.g. cleaners, maintenance personnel) 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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input 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 les pays:	Specify country(ies): / Préciser les pays:	Specify country(ies): / Préciser les pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / G.P. / 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 type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
Unclassified

T889CT 388-133 (200412)



Contract Number / Numéro du contrat 84084-23-0039
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

No / Non Yes / Oui

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 FIABILITE	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/> SECRET / SECRET	<input type="checkbox"/> TOP SECRET / TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGHT / TRÈS SECRET - SIGHT	<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?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 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?
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
 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?
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
 No / Non Yes / Oui



Contract Number / Numéro du contrat 84084-23-0039
Security Classification / Classification de sécurité Unclassified

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					COSMIC							
	A	B	C	Confidential / Confidentiel	Secret / Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential / NATO Confidentiel	NATO Secret / Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protéger			Confidential / Confidentiel	Secret / Secret	Top Secret / Très Secret		
												A	B				C	
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Lab / Lab électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?
- 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 ».
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité Unclassified





ANNEX "D"

NON – DISCLOSURE AGREEMENT

I, _____ , recognize that in the course of my work as an employee or subcontractor of _____ , I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 84084-23-0039 between His Majesty the King in right of Canada, represented by the Canada Energy Regulator and _____ , including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 84084-23-0039.

Signature

Date



ANNEX "E"

TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor: _____		Contract Number: 84084-23-0039		
Commitment Number: _____		Financial Coding: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed				
<p>Statement of Work [Insert details]</p> <p>Description of any Deliverable(s) required</p>				
2. PERIOD OF SERVICES		From: _____	To: _____	
3. Work Location	[Indicate where the work will be performed]			
4. Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____			
5. Other Conditions /Restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify: _____			
6. Task Proposal (insert rows as required):	Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$ _____	
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
8. BILINGUALISM (if applicable)				
	YES		NO	
List of the categories of personnel				
TA Proposal [For completion by Contractor]				
9. Estimated Cost Contract <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Unit Rate	Estimated quantity	Total cost
Professional services estimated cost	Total			<TBD>
	GST			
	Grand Total			



Travel & Living	Estimated Cost	
	GST	
	Total Travel & Living Cost	
Grand Total for Labour and Travel		<TBD>

TA Approval

10. Signing Authorities

Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the CER	CER – Technical Authority	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of CER	CER- Contracting Authority	Date

11. Basis of Payment & Invoicing

In Accordance with the article entitled "Basis of Payment" in the Contract.

Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.

Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.

*** Conflict of Interest**

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector (2011), shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from CER regulated companies and, for the duration of task authorization under this contract, agrees to:

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



ANNEX "F" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);



ANNEX "G"

EVALUATION CRITERIA

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder must demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.



A. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item #	Description	Compliant Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: Bidder should cross-reference where this performance specification is indicated in their supporting documents.
MT1	Bidder must be able to provide services as described in Annex A – Statement of Work			
MT2	Bidder must be able to support multiple (up to a maximum of three (3)) concurrent events across Canada.			
MT3	Bidder must be able to setup and take down during weekends, evenings, and holidays.			



B. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Item #	Description	Maximum points	Minimum required points	Bidder Points Scored	Bidder Response Provide cross-reference where the supporting information is found in your proposal	Point-Rated Scoring Grid
RT1	<p>Backup provisions:</p> <p>The Bidder should provide a detailed description of a back-up plan in case of service failure. The bidder should describe events that experienced unanticipated problems and the work arounds used to maintain service.</p>	25	15			<p>Points will be awarded as follows</p> <p>25 points- comprehensive back-up plan that addresses service failures.</p> <p>15 points- an adequate plan that addresses most common issues</p> <p>10 points- a plan that is not comprehensive and only addresses a few issues.</p>
RT2	<p>Recent experience:</p> <p>The Bidder should describe its recent experience, within the last five (5) years from bid closing date, in providing services at public events of similar scope to CER hearings in Canada, including events outside of major Canadian cities. The description should include the name of the event, the location, duration, and number of attendees, speakers and participants.</p>	25	15			<p>Points will be awarded as follows:</p> <p>25 points- at least 50 events of similar magnitude, including some outside of major centres.</p> <p>15 points- between 25 and 49 events, which may not be of similar magnitude.</p> <p>5 points - less than 25 events which may not be of similar magnitude.</p>



RT3	<p>Quality Assurance:</p> <p>The Bidder should describe its processes for actively monitoring events to ensure quality service delivery.</p>	25	15			<p>Points will be awarded as follows for each of the items:</p> <p>25 points- a comprehensive quality assurance process to ensure quality service delivery service failures.</p> <p>15 points- an adequate quality assurance process that addresses most common issues</p> <p>10 points - a quality assurance process that is not comprehensive and only addresses a few issues.</p>
RT4	<p>Safety:</p> <p>The Bidder should describe how it maintains a safe workplace in the field for both staff and event participants.</p>	25	15			<p>Points will be awarded as follows for each of the items:</p> <p>25 points- a comprehensive plan that addresses workplace safety issues.</p> <p>15 points- an adequate plan that addresses most common workplace safety issues</p> <p>10 points - a plan that is not comprehensive and only addresses a few workplace safety issues.</p>

TOTAL MINIMUM ACCEPTABLE : 70
TOTAL MAXIMUM POINTS AVAILABLE : 100 points
TOTAL POINTS ACHIEVED: _____