



Canada Energy
Regulator

Régie de l'énergie
du Canada

RETURN BIDS TO:

Canada Energy Regulator
Procurement Services

proposals.propositions@cer-rec.gc.ca

REQUEST FOR PROPOSAL

Proposal to: Canada Energy Regulator

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Issuing Office:

Canada Energy Regulator
Procurement Services
Calgary, Alberta

Title: Engineering Services	
Solicitation No.: 84084-24-0022/A	Date: January 30, 2025
Client Reference No.: To be determined	
Solicitation Closes: At: 02:00 PM – 14:00 On: 2025-03-06	
Time Zone: Mountain Standard Time (MST)	
F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Ngan Loi Telephone No.: 403-389-3354 Email Address: ngan.loi@cer-rec.gc.ca	
Destination of Goods, Services, and Construction: Please see herein	
TO BE COMPLETED BY THE BIDDER	
Vendor/ Firm Name:	
Address:	
Telephone No.:	Email Address:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is proposals.propositions@cer-rec.gc.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than proposals.propositions@cer-rec.gc.ca will not be accepted.

The maximum email file size that Canada Energy Regulator is capable of receiving is 35 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Security Requirements

There are security requirements associated with this requirement. For further instructions consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

TABLE OF CONTENTS

PART 1 – INFORMATION AND INSTRUCTIONS	5
1.1. SECURITY REQUIREMENTS	5
1.2. STATEMENT OF WORK - BID	5
1.3. BIDDER'S CONFERENCE	5
1.4. DEBRIEFINGS.....	6
PART 2 – BIDDER INSTRUCTIONS	7
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	7
2.2. SUBMISSION OF BIDS	7
2.3. ENQUIRIES – BID SOLICITATION	8
2.4. APPLICABLE LAWS	9
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	9
PART 3 – BID PREPARATION INSTRUCTIONS.....	10
3.1. BID PREPARATION INSTRUCTIONS.....	10
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.....	11
4.1. EVALUATION PROCEDURES	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1. CERTIFICATIONS REQUIRED WITH THE BID.....	13
5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	13
PART 6 – RESULTING CONTRACT CLAUSES	16
6.1. SECURITY REQUIREMENTS	16
6.2. STATEMENT OF WORK – CONTRACT	16
6.3. STANDARD CLAUSES AND CONDITIONS	16
6.4. TERM OF CONTRACT	17
6.5. AUTHORITIES.....	17
6.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	18
6.7. PAYMENT	18
6.8. INVOICING INSTRUCTIONS.....	19
6.9. CERTIFICATIONS AND ADDITIONAL INFORMATION	20
6.10. APPLICABLE LAWS	20
6.11. PRIORITY OF DOCUMENTS.....	20
6.12. SACC MANUAL CLAUSES	20
6.13. INSURANCE REQUIREMENTS	20
6.14. SPECIFIC PERSON(S)	20
6.15. INSPECTION AND ACCEPTANCE	20
ANNEX A	21
STATEMENT OF WORK	21
ANNEX B	26
BASIS OF PAYMENT	26
ANNEX C	30
SECURITY REQUIREMENTS CHECK LIST.....	30
ANNEX D TO PART 4 OF THE BID SOLICITATION	33
TECHNICAL EVALUATION.....	33

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

ANNEX E TO PART 5 OF THE BID SOLICITATION	39
CERTIFICATION	39

PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

1.1.1 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 6 – Resulting Contract Clauses;
- (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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

1.2. Statement of Work - Bid

The Canada Energy Regulator (CER) requires engineering services on an “as and when required” basis, primarily on pipeline integrity management and electricity matters during peak workload periods throughout the Contract's duration. The required support includes but not limited to:

- Pipeline Integrity Management.
- Electrical power distribution and transmission in pipeline facilities; and
- Alternating Current (AC) and Direct Current (DC) international powerline (IPL) design, construction, operation, and decommissioning.

The Contract period is from April 1, 2025, to March 31, 2026 with three (3) one-year optional periods.

It is the Canada Energy Regulator's (CER) intention to issue up to two (2) contracts: one (1) contract for Stream A - Pipeline Integrity and one (1) contract for Stream B – Electricity.

If one (1) supplier is successful in more than one (1) stream, then the awards will be combined for that supplier. Otherwise, there will be one (1) contract awarded for each stream.

1.3. Bidder's Conference

A bidders' conference will be held virtually on **Thursday, February 13th, 2025**. The conference will begin at **2:00pm MST**, through Microsoft Teams. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **Monday, February 10th, 2025 at 2:00 PM MST**.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

1.4. 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://canadabuy.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://canadabuy.ca/en/how-procurement-works/policies-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.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of Energy and Natural Resources for the purposes of the Canadian Energy Regulator. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Canadian Energy Regulator herein referred to as the Canada Energy Regulator.

Section 1. entitled Integrity provisions – bid of the Standard Instructions incorporated by reference above is deleted in its entirety.

The [Ineligibility and Suspension Policy Clauses](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/ineligibility-suspension-clauses/procurement-contracts.html) (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/ineligibility-suspension-clauses/procurement-contracts.html>) are incorporated by reference into and form part of the bid solicitation.

All reference to offers shall be deleted and replaced with bids. All reference to Offeror shall be deleted and replaced with Bidder.

Subsection 5.4 of **2003**, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions **2003** incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

2.2.1 Bids must be submitted only to the Canada Energy Regulator Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bids submitted in-person or by courier will not be accepted.

The only acceptable email address for responses to bid solicitations is proposals.propositions@cer-rec.gc.ca.

The maximum email file size that Canada Energy Regulator is capable of receiving is 35 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.2.2 Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is submitted by a joint venture, it must be in accordance with the following paragraph:

JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Bidder must provide the information on request from the Contracting Authority.
3. The proposal must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of the resulting contract.

2.3. 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.

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. 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)

2.5.3. 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.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

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Ngan Loi

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Engineering Services

PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

3.1.1. 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

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex D to Part 4 of the Bid Solicitation**.

4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria at **Annex D to Part 4 of the Bid Solicitation**.

4.1.2. Financial Evaluation

For each stream, the hourly rate quoted for each year will be added together and multiplied by the yearly estimated quantity to arrive at the extended price.

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

A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.1.3. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **56 points for stream A and 49 points for stream B** and overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of **80 points for stream A and 70 points for stream B**.
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 declaration form available on the [Forms for the Integrity Regime](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html) website (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.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](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html) (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. Security Requirements – Required Documentation

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. Bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information 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 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.

5.2.4. 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.

5.2.5. Additional Certifications Precedent to Contract Award

5.2.5.1. Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.5.2. 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.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

5.2.5.3. List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

6.1.1 The following security requirements apply to and form part of the Contract.

The Contractor/Offeror must comply with the provisions of the Security Requirements Check List:

- The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted, or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), CER, or other Canadian government department.
- The Contractor/Offeror must ensure that its personnel are made aware of and comply with all security clauses.
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Canada Energy Regulator.
- The Contractor/Offeror must immediately bring forward any departure from the contract's security clauses to the CER Project Authority.
- The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
- The Contractor **must not** utilize its Information Technology systems to electronically process, produce or store PROTECTED information.
 - Upon completion of the contract, Contractor must return all sensitive CER information to client and remove all sensitive CER information from Contractor's IT network / devices.
 - CER's Cybersecurity Team may audit the Contractor's Information Technology controls throughout the lifecycle of this contract.
 - Hardware holding PROTECTED CER information must be safeguarded at all times.
 - The Contractor must sign Non-Disclosure Agreements as and when requested.
- Security Clauses must be satisfied before work can begin.

6.2. Statement of Work – Contract

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

6.3. 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://canadabuy.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://canadabuy.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1. General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of Energy and Natural Resources for the purposes of the Canadian Energy Regulator. All reference to the Department of Public Works and Government Services Canada shall be

Solicitation No.:
84084-24-0022/A

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TBD

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deleted and replaced with the Canadian Energy Regulator herein referred to as the Canada Energy Regulator.

6.3.1.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

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

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from April 1, 2025 to March 31, 2026.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one-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.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Ngan Loi
Senior Procurement Analyst
Canada Energy Regulator
Procurement Services
517 Tenth Ave SW, Suite 210
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.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

6.5.2. Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

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.

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.6. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at contract award, if applicable ***

6.7. Payment

6.7.1. Basis of Payment – Firm Unit Price(s) or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B". 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.

6.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ TBD**. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3. Monthly payment

H1008C (2008-05-12), Monthly Payment

6.7.4. SACC Manual Clauses

A3015C (2014-06-26), Certifications – Contract

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

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

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

C0711C (2008-05-12), Time Verification

6.8. Invoicing Instructions

6.8.1 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, vouchers for all direct expenses, and all travel and living expenses (if applicable);
- c. PO number

6.8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority identified in section 6.5.2.

6.9. Certifications and Additional Information

6.9.1. 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.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *** to be inserted at contract award ***.

6.11. 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 general conditions **2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. SACC Manual Clauses

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

6.13. Insurance Requirements

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

6.14. Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: *** to be inserted at contract award ***.

6.15. 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.

ANNEX A

STATEMENT OF WORK

1. Title

Engineering Services

2. Acronyms

CER Canadian Energy Regulator

3. Objectives

The Canadian Energy Regulator (CER) requires engineering services on an “as and when required” basis, primarily on pipeline integrity management and electricity matters during peak workload periods throughout the Contract’s duration. The required support includes but not limited to:

- Pipeline Integrity Management;
- Electrical power distribution and transmission in pipeline facilities; and
- AC and DC international powerline (IPL) design, construction, operation, and decommissioning.

The Contractor will provide expert advice to the CER on engineering matters related to the design, construction, operation, decommissioning, and abandonment of pipelines, powerlines, and pipeline electrical facilities within CER jurisdiction. Additionally, the Contractor will conduct analyses, studies, or investigations on assigned pipeline integrity and electrical-related topics, enabling the CER to meet timelines for application assessments, incident investigations, compliance verification, and other technical regulatory requirements during peak workload periods or when in-house expertise is lacking.

4. Background

The CER (formerly the National Energy Board [the NEB]) is an independent federal regulatory agency that was established in 1959 to promote safety and security, environmental protection and economic efficiency in the Canadian public interest within the mandate set by Parliament for the regulation of pipelines, energy development and trade. The CER reports to Parliament through the Minister of Natural Resources. Its main responsibilities include regulating the construction and operation of interprovincial and international oil and gas pipelines, international power lines, and designated interprovincial power lines. Furthermore, the CER regulates the tolls and tariffs for the pipelines under its jurisdiction.

The Pipeline Integrity team conducts and supports regulatory oversight activities, provides engineering and technical advice and decision support to the CER management and Commissioners, plans and executes projects for regulatory improvement, and provides expert information and analysis to internal and external stakeholders of the CER.

5. Summary of Required Services and Deliverables

5.1 Stream A: Pipeline Integrity

When requested, the Contractor must deliver services specified by the Project Authority for the required tasks which may include but not be limited to the following:

1. Review of Engineering Assessments (per CSA Z662 Oil and Gas Pipeline Systems requirements) filed to support (but not limited to) pipeline fitness for service, return to service requests or class location changes
2. Pipeline integrity-related incident investigation and analysis
3. Review of company filings for compliance and technical adequacy (including geotechnical design, process design, metallurgy, pipeline integrity management, civil structures, welding/ joining programs)
4. Review of applications for construction of new pipelines and associated facilities
5. Review of leave to open applications (LTO) for new pipelines and associated facilities (Appendix 1)
6. Providing expert input into a variety of technical regulatory topics
7. Presenting the results of the above noted tasks to the CER

The Contractor will assess technical information provided by pipeline operators with respect to compliance with the requirements of the:

1. CER Act;
2. Onshore Pipeline Regulations; and
3. CSA Z662

5.2 Stream B: Electricity

When requested, the Contractor must deliver services specified by the Project Authority for the required tasks which may include but not be limited to the following:

1. Review of applications for construction of new pipeline electrical facilities and IPLs
2. Electricity-related incident investigation and analysis
3. Review of company filings for compliance and technical adequacy
4. Provide expert input for briefings on the North American international power line environment, including reference to and interrelationships between roles and responsibilities of regulators, system operators and the applicability of standards and regulations.
5. Providing expert input into a variety of regulatory projects including on electricity regulations and offshore power generation
6. Presenting the results of the above noted tasks to the CER

The Contractor will assess technical information provided by powerline companies and pipeline operators with respect to compliance with the requirements of:

1. CER Act;
2. National Energy Board Electricity Regulations;
3. Canada Offshore Renewable Energy Regulations;
4. Onshore Pipeline Regulations;
5. General Order for Electric Reliability Standards (General Order);
6. CSA 22.1, CSA 22.3, CSA 22.3 No. 6 and
7. CSA Z662.

6. Language of Work

The work can be conducted in English and deliverables must be submitted in English. The CER will be responsible for translation of the deliverables if required.

7. Location of Work

Work will be conducted off-site at the Contractor's premises.

8. Travel

Travel may be required and must have the prior authorization of the Project Authority. All payments are subject to government audit.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental 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 "travelers", rather than those referring to "employees".

9. Security & Access

- The Contractor must have a minimum of Reliability Status security screening level as specified under section 6.1.1 above.
- Access is permitted to Protected A and Protected B information on a CER-issued laptop.
- CER issued laptop will be provided as required

10. Constraints

- The Contractor must adhere to the policies set by CER device and network administrators.
- CER reserves the right to refuse any Contractor's Resource who has been removed from previous CER requirements for non-performance and/or abusive language towards any CER staff, third-party clients or other Contractor's Resources;
- Contractor's Resource should be mindful of the diverse representation within CER and the CER environment will not tolerate any discriminatory vocabulary or actions;
- Decisions concerning revision or definition of policy or platform, as well as contractual obligations and requirements, are excluded from the Contractor services. The Resource must limit themselves to providing comments and recommendations only to the Project Authority (PA) or designated CER personnel on the issues associated in the contract.

11. Communication, Meetings, and Response Time

11.1 Communication

- In general, communications will be through the Project Authority, unless directed otherwise.
- Direct communication between other members of CER and the Contractor on routine matters may be required for resolution of technical issues. However, this will not alter project scope, budget or schedules, unless confirmed in writing by the Project Authority.
- No communication will alter the terms of the project scope, budget or schedules unless directed in writing by the Project Authority.
- All correspondence from the Contractor will be distributed as directed by the Project Authority.

11.2 Meetings

Meetings will be virtual unless otherwise specified.

The meetings will be arranged on a frequency applicable to the scope of required work throughout each project.

11.3 Response Time

The Contractor must ensure that all key personnel are available to attend meetings as required and respond to inquiries promptly.

12. Schedule

The schedule of each project will be specified by the Project Authority.

The LTO applications typically have a tight turnaround time (less than 1 week).

13. Review and approval

All work performed under this contract that is not directly executed by a P. Eng must undergo review and receive formal approval by a P. Eng.

Appendix 1

Assessment of Leave to Open (LTO) Applications

Under section 213(1) of the Canadian Energy Regulator Act, no pipeline or section shall be opened for the transmission of hydrocarbons or any other commodity until leave to do so has been obtained from the

Canada Energy Regulator (CER). Federally regulated pipeline companies must file applications for leave to open their pipelines using a format prescribed by Guide T in the CER's Filing Manual. The material filed includes certain pressure testing information and results, as well as technical information related to the specifications of the new pipeline or facilities constructed.

The material filed by the regulated pipeline company in the LTO application is reviewed and recommendations are made to a panel of CER Commissioners (Duty Panel) regarding whether the line or facilities can be safely opened for transmission.

Scope of Work

The Contractor is expected to provide technical services to the CER for assessment of LTO applications. The Project Authority will provide the Contractor with the LTO procedure, work instructions and templates. Upon receipt of an LTO application filing, the Project Authority sends the LTO application files and the CER point of contact to the Contractor. Upon receipt of this information, the Contractor will be required to:

- a. Review the company pressure testing program/procedure (if applicable).
- b. Review and assess the LTO application for completeness in accordance with the CER LTO procedure.
- c. Liaise with the CER point of contact to obtain additional information or clarification as required from the company.
- d. Prepare the LTO package in accordance with LTO work instructions.
- e. Submit the LTO package to the Project Authority who makes arrangement for its peer review.
- f. Incorporate peer review comments and changes into the LTO Package (if any) and resubmit documents to the Project Authority and the peer reviewer.
- g. Follow the LTO process to arrange for translation of the LTO letter and order, and provide support to the peer reviewer as needed until the Commission's decision is issued to the regulated company.

Schedule

The work schedule depends on the timing and number of LTO applications filed with the CER. LTO applications on average require approximately 20 hours of work, depending on the size and complexity.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

ANNEX B

BASIS OF PAYMENT

Instructions to Bidders:

Bidders must complete the applicable table for whatever stream they are bidding on.

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.

Fixed hourly rates must include all applicable admin and overhead fees required for conducting the work.

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 unit price as specified in these tables below. Customs duties are included, and Applicable Taxes are extra.

Usage

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

Historical usage:

2021-2022: 295 hours

2022-2023: 520 hours

2023-2024: 88 hours

Notes: The Bidder may include additional rates that could be relevant to the delivery of the work. These rates will not be considered in the evaluation process and should be submitted as a separate document alongside the financial bid.

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

Stream A - Pipeline Integrity:

Item	Description	Yearly Estimated quantity (a)	All-inclusive fixed hourly Rate Contract Year 1 Period from April 1, 2025 - March 31, 2026 (b)	All-inclusive fixed hourly Rate Option Period 1 Period from April 1, 2026 to March 31, 2027 (c)	All-inclusive fixed hourly Rate Option Period 2 Period from April 1, 2027 to March 31, 2028 (d)	All-inclusive fixed hourly Rate Option Period 3 Period from April 1, 2028 to March 31, 2029 (e)	Extended Price a x [(b)+(c)+(d)+ (e)]
1	Senior Engineer	100 hrs.	\$_____	\$_____	\$_____	\$_____	\$_____
2	Intermediate Engineer	50 hrs.	\$_____	\$_____	\$_____	\$_____	\$_____
Total evaluated bid price (tax excluded)							\$_____

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

Stream B - Electricity:

Item	Description	Yearly Estimated quantity (a)	All-inclusive fixed hourly Rate Contract Year 1 Period from April 1, 2025 - March 31, 2026 (b)	All-inclusive fixed hourly Rate Option Period 1 Period from April 1, 2026 to March 31, 2027 (c)	All-inclusive fixed hourly Rate Option Period 2 Period from April 1, 2027 to March 31, 2028 (d)	All-inclusive fixed hourly Rate Option Period 3 Period from April 1, 2028 to March 31, 2029 (e)	Extended Price a x [(b)+(c)+(d)+ (e)]
1	Senior Engineer	100 hrs.	\$_____	\$_____	\$_____	\$_____	\$_____
2	Intermediate Engineer	50 hrs.	\$_____	\$_____	\$_____	\$_____	\$_____
Total evaluated bid price (tax excluded)							\$_____

Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Client Reference No.:
TBD

Title:
Engineering Services

1. Overtime

No overtime charges will be authorized under the Contract.

2. Travel time if applicable

- a. Travel Status Time will be limited to 50% of the hourly rate
- b. 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 hourly rate.

3. Cost Reimbursable Expenses if applicable

Authorized travel and living expenses for Work

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

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

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

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.



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi


Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

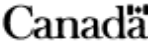
Clear Data - Effacer les données	
 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat 84084-24-0022
English Instructions / Instructions françaises	Security Classification / Classification de sécurité Unclassified

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 Field Operations	
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 Application assessment, incident investigations, compliance verification or other technical topics related to pipeline integrity and electricity.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui (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)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Etranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays: <input type="text"/>	Specify country(ies): / Préciser le(s) pays: <input type="text"/>	
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 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	

TBS/GCT 350-103 (2004/12)





Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

84084-24-0022

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

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 TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMPLACEMENTS	Special comments: Commentaires spéciaux : Contractor(s) to be issued CER credentials for remote access. They are not permitted to have printed protected information on site nor to store them on unapproved IT equipment.		
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?			
<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui	
<input type="checkbox"/> No Non		<input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

Security Classification / Classification de sécurité

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Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

84084-24-0022

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

Security Classification / Classification de sécurité

Unclassified



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

ANNEX D TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

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 is not sufficient.

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.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below. Technical bids should be received by the CER before the proposal submission deadline, otherwise it will not be evaluated.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation. In accordance with the Official Language Act, the bids can be submitted in either of Canada's official language, French or English.



Item No.	Evaluation Criteria	Compliant Yes/No	Bidder to Provide Cross-Reference to its bid where Criteria is Met
2.1	<p>Bidder's Key Personnel:</p> <p>All work performed under this contract that is not directly executed by a P. Eng must undergo review and receive formal approval by a P. Eng.</p> <p>The Bidder must identify in the proposal the key personnel who hold a P. Eng certification and will be responsible for reviewing and approving the work. Key personnel is defined as: the personnel approving or signing off on the work.</p> <p>For each proposed key personnel, a CV should be submitted and include the following information:</p> <ul style="list-style-type: none">• Education• Relevant experience, expertise, and years of experience• Role, responsibility, and level of involvement in past projects• Accomplishments, achievements, or awards• A copy of the P. Eng certificate		
2.2	<p>For both streams, the Bidder must be able to provide all services specified under Sections 5.1 and 5.2 of Annex A - Statement of Work</p>		



3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum weighted points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

The Point Rated Technical criteria below will be evaluated in accordance with 4. Generic Evaluation Criteria, unless otherwise specified.

Item No.	Evaluation Criteria	Rating	Maximum Points
3.1	<p>Achievements of Bidder on Projects</p> <p>Describe the Bidder's accomplishments, achievements and experience as a contractor on projects within a comparable environment. Provide project examples to demonstrate this experience.</p> <p>For each stream, select a maximum of 5 projects undertaken. Joint venture submissions are not to exceed the maximum number of projects. Only the first 5 projects listed in sequence will receive consideration and any others will receive none as though not included.</p> <p>Comparable environment is defined as: work experience with large diameter transmission pipelines and/ or North American electricity transmission lines.</p> <p><u>Information that should be supplied for each project:</u></p> <ul style="list-style-type: none">• clearly indicate how this project is comparable/relevant to this work• brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.• client references - name, address, phone and email of client contact at working level - references may be checked• names of key personnel responsible for project delivery• awards received	0-10	10



Item No.	Evaluation Criteria	Rating	Maximum Points
3.2 a)	<p>Achievements and Experience of Key Personnel:</p> <p>Stream A - Pipeline Integrity</p> <p>For each of the services offered in Section 5.1 of Annex A - Statement of Work, the Bidder should describe the experience and performance of key personnel and demonstrate they have the capability, capacity and expertise to provide the services.</p> <p>In addition to describing the experience of key personnel, select comparable examples for each individual and provide the following information:</p> <ul style="list-style-type: none">• clearly indicate how this example is comparable/relevant to the requested requirement• brief description of the work and intent.• client references - name, address, phone and email of client contact at working level - references may be checked	0-10 points per service	60
3.2 b)	<p>Achievements and Experience of Key Personnel:</p> <p>Stream B – Electricity</p> <p>For each of the services offered in Section 5.2 of Annex A - Statement of Work, the Bidder should describe the experience and performance of key personnel and demonstrate they have the capability, capacity and expertise to provide the services.</p> <p>Further demonstrate that key personnel have experience in electricity transmission and compliance in North America for:</p> <ul style="list-style-type: none">• Electricity reliability including reliability standards and reliability authorities' system operators• Bulk system impacts• Safety plans• Emergency plans• Regulatory entities <p>In addition to describing the experience of key personnel, select comparable examples for each individual and provide the following information:</p> <ul style="list-style-type: none">• clearly indicate how this example is comparable/relevant to the requested requirement• brief description of the work and intent.• client references - name, address, phone and email of client contact at working level - references may be checked	0-10 points per service	50



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

Item No.	Evaluation Criteria	Rating	Maximum Points
3.3	<p>Management of Services</p> <p>The Bidder should describe:</p> <ul style="list-style-type: none">• how they propose to perform the services and meet the constraints;• how the services will be managed to ensure continuing and consistent control as well as communication efficiency;• What back-up will be committed or how personnel will be substituted in the event of absences; and• Communication plan	0-10	10



4. Evaluation and Rating

In the first instance, price submissions will remain unopened and only the technical components of the bids which are responsive will be reviewed, evaluated and rated by the Evaluation Board in accordance with the following to establish Technical Ratings:

Stream A - Pipeline Integrity:

Criterion	Rating	Weighted Rating
3.1 Achievements of Bidder on Projects	0 - 10 pts	0 - 10
3.2 a) Achievements and Experience of Key Personnel	0 – 10 pts per service	0 - 60
3.3 Management of Services	0 - 10 pts	0 - 10
Technical Rating		0 - 80

To be considered further, bidders **must** achieve a minimum Technical Rating of **fifty-six (56)** points out of the **eighty (80) points** available as specified above.

No further consideration will be given to bidders not achieving the pass mark of fifty-six (56) points.

Stream B – Electricity

Criterion	Rating	Weighted Rating
3.1 Achievements of Bidder on Projects	0 - 10 pts	0 - 10
3.2 b) Achievements and Experience of Key Personnel	0 – 10 pts per service	0 - 50
3.3 Management of Services	0 - 10 pts	0 - 10
Technical Rating		0 - 70

To be considered further, bidders **must** achieve a minimum Technical Rating of **forty-nine (49)** points out of the **seventy (70) points** available as specified above.

No further consideration will be given to bidders not achieving the pass mark of forty-nine (49).



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

ANNEX E TO PART 5 OF THE BID SOLICITATION

CERTIFICATION

1. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) being requested by the Canada Energy Regulator to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2. Certifications Precedent to Contract Award

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.

2.1 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces](#)



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

[Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.2 Federal Contractors Program for Employment Equity

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.



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi


Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

2.3 Integrity Provisions


2.3.1 Declaration of Convicted Offences



In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the declaration form available on the [Forms for supplier integrity compliance](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html) website (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html>), to be given further consideration in the procurement process.

2.3.2 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

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](https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html) (<https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/policy-directives/ineligibility-suspension-policy.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested on the *List of Names for Integrity Verification Form* prior to contract award.

Solicitation No.:
84084-24-0022/AAmendment No.:
00Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBDTitle:
Engineering Services**When to complete this form**

Section 13 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers to provide a list of names for verification when submitting a bid or offer.

Regardless of a supplier's status under the Policy, this is a mandatory requirement for the award of a contract or real property agreement to which the Policy applies.

The list of names differs depending on the supplier's organizational structure, as listed below. The following names must be provided for verification:

- For a sole proprietor, the name of the owner
- For a private corporation, the names of all directors and the names of all individuals or entities that hold 5% or more of ownership
- For a public corporation, the names of all directors
- For a non-profit, the names of all directors
- For a general partnership, the names of all of the partners
- For limited partnerships (LP) and limited liability partnerships (LLP):
 - the names of all the general partners, in addition:
 - if the general partner is a public or non-profit corporation, the names of all directors
 - if the general partner is a private corporation, the names of all of the directors as well as the names of all individuals or entities that hold 5% or more of ownership
- For a trust, the names of the trustee(s):
 - if the trustee is a public or non-profit corporation, the names of all directors must also be included
 - if the trustee is a private corporation, the names of all of the directors as well as the names of all individuals or entities that hold 5% or more of ownership

Failure to submit this information with an offer, where required, will render the offer non-compliant, or the supplier otherwise disqualified for award of a contract or real property agreement.

Fields marked with an asterisk (*) are mandatory.

Privacy statement

The personal information is collected pursuant to the [Criminal Code of Canada](#), section 750(3), the [Financial Administration Act](#), paragraph 42(1)(c), the [Department of Public Works and Government Services Act](#) and in accordance with the [Ineligibility and Suspension Policy](#). The personal information will be used by the Departmental Oversight Branch of Public Services and Procurement Canada for the purpose of enhancing the integrity of the contracting process. The personal information is described in the Personal Information Bank, [PWGSC PPU 184 - Integrity Assessment Program](#). Your personal information is protected, used, and disclosed in accordance with the [Privacy Act](#). Under the [Privacy Act](#), you have the right to access and correct your personal information, if erroneous or incomplete. The personal information provided in this process will be retained for a period of seven years after the last administrative action, and then destroyed.

If you require clarification about this privacy notice, you may contact Public Services and Procurement Canada's Access to Information and Privacy Directorate by email at TPSGC.ViePrivee-Privacy.PWGSC@tpsgc-pwgsc.gc.ca. If you are not satisfied with the response to your privacy concern or if you want to file a complaint about the handling of your personal information, you may wish to contact the [Office of the Privacy Commissioner of Canada](#).

Supplier information - Fields marked with an asterisk (*) are mandatory

Legal name *



Solicitation No.:
84084-24-0022/A

Amendment No.:
00

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Client Reference No.:
TBD

Title:
Engineering Services

Supplier's procurement business number		Solicitation or transaction number *	
Date of bid, offer submission or closing date of Invitation to Offer (YYYYMMDD) *			
Organizational structure *			
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Private corporation <input type="checkbox"/> Public corporation <input type="checkbox"/> Non profit corporation <input type="checkbox"/> General partnerships <input type="checkbox"/> Limited partnerships (LP) and Limited Liability Partnerships (LLP) <input type="checkbox"/> Trust			
Official business address* <input type="checkbox"/> Canadian address <input type="checkbox"/> International address			
Canadian address			
Post office box or civic (street) address *			
City/Town *	Province/Territory *	Postal code (A9A9A9) *	
International address			
Post office box or civic (street) address *			
City/Town *	Province/State/Region *	Postal/Zip code *	
Country *			
Name of owner			
Name *			
Name of Trustees			
Name 1 *			
Name 2			
Name 3			
Name 4			
Name 5			



Solicitation No.:
84084-24-0022/A

Client Reference No.:
TBD

Amendment No.:
00

Title:
Engineering Services

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Name 6
Name 7
Names of Partners
Name 1 *
Name 2
Name 3
Name 4
Name 5
Name 6
Name 7
Names of individuals or entities that hold 5% or more of ownership (if applicable)
Name 1
Name 2
Name 3
Name 4
Name 5
Name 6
Name 7
Names of all Directors (if applicable)
Name 1
Name 2



Solicitation No.:
84084-24-0022/A

Client Reference No.:
TBD

Amendment No.:
00

Title:
Engineering Services

Contracting Authority:
Ngan Loi

Ver.12.12.2022

Name 3

Name 4

Name 5

Name 6

Name 7

Declaration *

I, (name) _____

(position) _____

Of (supplier's name)

declare that the information provided in this form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render the offer non-compliant or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the offer evaluation stage, I must, within 10 business days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the contracting authority within 22 business days of any changes to the list of names submitted.

Signature *

Date (YYYYMMDD) *