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REQUEST FOR PROPOSAL**Comments****Proposal To: Canada Energy Regulator**

We hereby offer to sell to Her Majesty the Queen in right of Canada, 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:**Data Visualization Computer Coding and Development****Solicitation No.**

84084-19-0109

Date

September 12, 2019

Solicitation Closes**Time Zone****at****02 :00 PM – 14h00****on**

October 23, 2019

MDT**F.O.B.****Plant:** ☐**Destination:** ☒**Other:** ☐**Address inquiries to:**

Owuor.Okoro@cer-rec.gc.ca

Area code and Telephone No.

Facsimile No. / E-mail

Destination – of Goods, Services, and Construction:**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, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- i. Annex A: Statement of Requirement;
- ii. Annex B: Basis of Payment;
- iii. Annex C: Security Requirements Checklist;
- iv. Annex D: Insurance Requirements;
- v. Annex E: Pricing schedule A and B; and,
- vi. Annex F: Task Authorization Form.

The Appendices include:

- a. Appendix 1 to Part 3: Electronic Payment Instruments; and,
- b. Appendix 1 to Part 5: Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

- 1.2.1 The contracting party is the Government of Canada (herein after “Canada”) and the client organization is the Canada Energy Regulator (herein after “CER” or “the CER”). The period of the resulting contract is expected to be from date of contract award for a period of one year with an option to extend the period for an additional one (1) period of one (1) year and two six (6) month periods.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [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.



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1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the Appendix 1 to Part 5: Federal Contractors Program for Employment Equity –Certification.

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](#) 2019-03-04 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: 90 days

2.2 Submission of Bids

Bids must be submitted electronically by email only to proposals.propositions@cer-rec.gc.ca by the date, time and place indicated on page 1 of the bid solicitation. The subject line should specify the Bid Solicitation Number: 84084-19-0109. The attachment file size limit is 15MB.

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

2.3 Former Public Servant

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



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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a 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; 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** ()

If so, the Bidder must provide the following information:

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



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- 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 adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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



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Section I: Technical Bid; One (1) PDF copy;
Section II: Financial Bid; One (1) PDF copy;
Section III: Certifications; One (1) PDF copy; and,
Section IV: Additional Information: One (1) PDF copy.

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

Section I: Technical Bid

Substantial information:

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

- I. A portfolio of similar work performed by the Bidder in the past.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain (with narrative and links where applicable) 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 Pricing Schedule detailed in Annex "E".

- 3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 to Part 3 of the bid solicitation - 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.

Section III: Certifications

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



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APPENDIX 1 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)



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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 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

	Mandatory Requirement	Met or Not Met (Yes/No)	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
M1	The bidder must agree that it will provide all source code for registration with the Government of Canada's Open Government portal under the Open Government Licence		
M2	The bidder resource must demonstrate that it has a minimum of five (5) years of relevant experience required in Data Visualization Computer Coding and Development field.		
M3	The Bidder must provide a sample of similar work done in the past in the form of a portfolio that includes explanations of the datasets, data discovery, design and coding methods, final results, and any upgrades, iterations, etc. conducted after original publication. (include links where applicable)		

4.1.1.2 Point Rated Technical Criteria

	Point Rated Requirements	Available Points	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
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R1	The bidder should demonstrate by way of <u>resumes</u> , the proposed resource(s) have <u>recent</u> (within the last 5 years) experience in the following areas: 1) Experience in creating new visualizations using and/or adapting codes from data visualization libraries. (10 points) 2) Experience in creating new visualizations without the use of existing libraries – i.e. new codes using a variety of programming languages. (10 points) 3) Experience in integrating visualizations with web services and ETLs and/or data warehouse, while ensuring optimization. (10 points) 4) Experience in implementing social media sharing capabilities as well as advanced analytics. (10 points)	/40	
R2	The bidder should demonstrate by way of <u>resumes</u> , the proposed resource(s) have <u>recent experience</u> (8+ years for senior, 3 to 5 years for intermediate, and 1+ year for junior) in working from design sketches to create code for interactive visualizations. For a guide to the complexity expected see the different visualizations on www.cer-rec.gc.ca/visualizedata	/30	
R3	The bidder has provided references of similar projects* to the existing CER visualizations (www.cer-rec.gc.ca/visualizedata). from, Federal Government, Academia, and/or Industry. *similar in scope and complexity, such as number of variables, degree of interaction, etc. (10 points per reference)	/30	
TOTAL		/100	

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

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and
 - obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
- Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80 %.
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.

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

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

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

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

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](#) website



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(<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 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed appendix titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed appendix Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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



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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.



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APPENDIX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LABu68\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LABu68), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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



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PART 6 – SECURITY AND OTHER 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;
 - (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 7 - Resulting Contract Clauses; and,
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
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.
3. For additional information on security requirements, 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.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “D”.

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



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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 provide the items detailed under the Requirement 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

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.

1. The project authority reserves the right to work on a per hour basis and/or by providing the Contractor with a description of the task using the Task Authorization form specified in Annex F.
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 and methods of payment as specified in the Contract.
3. The Contractor must provide the project authority within five (5) 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 provide weekly reports and identify the potential for costs overruns before undertaking any additional work.
5. The Contractor must not commence work or add to existing TA until a TA or an amended 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 Task Authorization Limit

The project authority may authorize individual task authorizations up to a limit of \$ 75,000.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

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.



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7.2.1 General Conditions

The terms provided in 2035 2018-06-21, General Conditions - Higher Complexity - Services, apply to and form part of the Contract. <https://buyandsell.gc.ca>

7.2.2 Supplemental General Conditions

The terms provided in 4007 2010-08-16, Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract. <https://buyandsell.gc.ca>

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.

Security requirement for Canadian supplier: Public Works and Government Services Canada file # Common-Professional Services Security Requirement Check List #2

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
4. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex "C"; and,
 2. Industrial Security Manual (Latest Edition).

7.3.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to one year after (TBD).

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 one (1) additional one (1) year period, and two (2) six (6) month 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.



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Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Owuor Okiro
Title: Procurement Technical Analyst
Organization: Canada Energy Regulator
Address: 517 Tenth Avenue, SW
Calgary, AB T2R 0A8
Telephone: 403-604-6254
E-mail address: Owuor.Okiro@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

The Project Authority for the Contract is: TBD

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

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

In its absence, the Project Authority is: TBD

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



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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 - TBD

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

7.7.2 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.

7.7.3 Canada's obligation – Portion of the Work - Task Authorizations.

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI); or,
- e. Wire Transfer (International Only).



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7.7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
Invoices must be distributed as follows:
 - a. A copy must be forwarded to the project authority identified in the Contract.

7.8 Certifications and Additional Information

7.8.1 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.

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

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

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 2010-08-16 Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 2018-06-21 Higher Complexity - Services;
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the signed Task Authorizations; and,
- (i) the Contractor's bid dated TBD.



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ANNEX “A”

STATEMENT OF REQUIREMENT

1. SCOPE

1.1. Objective:

To retain the services of a contractor capable of assisting the Canada Energy Regulator (CER) with its objective to upgrading, updating, and maintaining existing data visualizations assets and to assist in the development of new data visualizations, and related web services and analytics.

1.2. Background:

In response to the CER's strategic priority of “Engaging with Canadians”, the CER decided to face the challenge of producing usable and useful data head on. The starting point was that embracing the concept of digital government encompasses more than incorporating new technologies to deliver better service to citizens; it also includes seeking opportunities to improve public participation in the energy dialogue and enable evidence-based decision-making. To help the transition toward being a data-driven organization, in 2016 the CER, then the National Energy Board launched a three-year Data Visualization Initiative (DVI).

The DVI was designed and implemented to leverage the success of the [Exploring Canada's Energy Future](#) pilot and to ensure the sustainability of the CER's transformation to a data-driven organization. The pilot — an interactive data visualization — using curated data from the *Energy Future* report and the subsequent [Pipeline Incidents](#), [Canada's Energy Import and Exports](#), and to come, *Conditions*, were all created using a design-first approach. Meaning, the design of the visualizations was addressed concurrently and interactively with the cleaning and preparation of the data sets and then, the coding was undertaken and deployed into the CER web environment. The complete data sets and the source code behind the visualizations are registered with the Government of Canada's Open Government Portal.

Success was achieved as a result of continuous coordination and open dialogue between the services providers – the [Interactions Lab](#) at the University of Calgary, a computer coding start-up, and a data innovation specialist -- and CER staff. The research, design, and overall coordination, direction and approvals forward will be the responsibility of a Visual Data team within the Data/IM business unit. The technical team would consist of the contractor, and the CER web and information technology staff.

Going forward, the CER is looking to improve the existing visualizations and create other interactive data representations with a variety of its data including: pipeline and energy related information, system maps and citizen engagement.

1.3. Terminology:

D3 Data-driven documents
DVI Data Visualization Initiative
GC Government of Canada
CER Canada Energy Regulator
WET Web experience toolkit

2. REFERENCE DOCUMENTS



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Pilot concept, Energy Futures data visualizations: www.cer-rec.gc.ca/energyfuturesdata

Pipeline Incidents: <https://apps2.cer-rec.gc.ca/pipeline-incidents/>

Canada's Energy Import and Exports: <https://apps2.cer-rec.gc.ca/imports-exports>

CER website: www.cer-rec.gc.ca

Web Experience Toolkit: <https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/web-experience-toolkit.html>

3. **REQUIREMENT:**

For the sustainability of the DVI the CER requires the services of a contractor to provide a team(s) to (i) maintain, update, and upgrade existing visualizations and (ii) create new visualizations and its related web services and usage analytics. The code, and the data behind the visualizations, will be open source to align with both the CER and GC direction towards open data. All data sets and source code will be published under the GC's Open Government License through the Open Government Portal.

Upgrades and updates to existing visualizations and new assets will be created with a design first approach. This means the contractor, having participated in the design development process providing input and feedback, will then be tasked with creating the source code necessary to create working replicas of the design. This will include adapting code from existing sources, such as D3, Java Script, etc., as well as creating new visualizations and features.

Interactive features will be identified by the CER Visual Data team and implemented by the contractor. Given the tasks related to the existing visualizations and the creation of new ones, there will be multiple visualizations being addressed concurrently. To promote manageable workloads, it is envisioned that the existing visualizations will be managed by a senior, an intermediate and a junior resources embedded in the Visual Data team while the creation of new visualizations will count on additional resources as appropriate and agreed upon by CER and the contractor.

Each dataset that will be visualized will be assessed on a case-by-case basis to identify visualization solutions. The contractor can expect to be creating new visualizations and interactive features working from design concepts and/or code provided by the CER Visual Data team.

The success of the DVI was in part due to the collaborative nature of the team involved. This included multiple external contractors and several groups within the CER. The CER will continue to work collaboratively with all parties involved in visualizations and will expect the same of its contractors. Further, it is expected that the contractor will be sharing its expertise with CER staff to promote the organization's technical skills and capacity building.

3.1. **Scope of Work:**

The CER requires the services of a contractor to:

3.1.1. Provide advice and input: Provide feedback into both the data design and format as well as into the design of data visualizations. The contractor must be able to work collaboratively with the CER staff from various disciplines including data representation, IT, and web and other service providers. The contractor will provide requirements analysis to assist the CER in the visualization creation process.



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3.1.2. Support, update, upgrade and maintain visualizations: Provide 3 resources – one junior, one intermediate, and one senior – to work in-house at the CER to provide ongoing technical support, including additional development/coding and or integration efforts to ensure the existing visualizations, including pilots remain viable and functional on the CER's external website. Full support is extended to web services and usage analytics. In addition, provide advice and support for the development of interfaces, interactive graphs, and/or other related tasks requested by the CER.

3.1.3. Transform visualization design concepts: Create the code to bring the design to reality, to deliver on the interactive features requested and to ensure the visualizations are operational within the CER web environment. This will include managing deployment into CER environment. The contractor will also be required to integrate code or adaptations to ensure search engine optimization and relevant usage analytics and/or GC meeting accessibility standards. This might include integrating the work from other third parties (e.g. integrate code necessary to allow a CER or GC compliant search engine optimization and/or analytics).

3.1.4. Social media sharing: Integrate social media sharing functionality including the creation and deployment of short, trackable URLs.

3.1.5. Meetings: Participate in planning, update and close-out meetings at the request of the CER.

3.1.6. Administration and management: The contractor will be responsible for providing the necessary level of project management differentiating between in-house resources and team responsible for new visualizations; regularly sharing updates on status (minimum of once per week). The CER will identify priorities on an ongoing basis and will be responsible for all final decisions, including setting priorities. The contractor will be responsible for quality control of their work up to and including its deployment in CER web environment. The contractor will provide and follow a regular deployment schedule including providing release notes.

3.1.7. Logistics: The contractor will provide space for most of their resources to work in addition to supplying work space for up to 2 individuals from the CER or other contractors to work when required. This is anticipated to be two half-days per month when new visualizations are being developed.

3.1.8. On the upgrade to existing visualizations, the contractor will provide technical improvements (development/integration/architecture) to the existing data visualizations as directed by the CER. This may include but not be limited to changes to the original visualizations' code base, changes to the packaging of the concept visualizations to be compatible with new releases, or changes to the deployment method and development to allow for better integration with new visualizations.

Should the contractor use a development language different than what was used in the visualizations it will be the responsibility of the contractor to rebuild those visualizations to the same technology and coding language while maintaining all interactive features.

3.1.9. Documentation and training. The contractor will provide clear, detailed documentation of their development, configuration, and or deployment work as per CER expectations and standards. The contractor will also allow provide opportunities, where possible, for CER technical staff to gain a better understanding of the technical development, integration, and deployment process so as to gain a better understanding of the overall technical solution.

3.2. Tasks:



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Given that this is a solutions based approach to contracting the contractor will be responsible for identifying a solution to the CER's stated business requirements. However, for guidance, tasks would include:

- Develop and implement improvements to existing visualizations:
 - Continuous improvements to the interface and usability
 - Implement solution for custom data download; data download only includes the information presented in the exact graph/chart displayed
 - Implement automation of data updates
 - Implement solution to normalize data to provincial and territorial populations
 - Implement mitigations to known bugs with Chrome/Firefox display of gradients
 - Implement mitigations to upcoming WET 4 template's impact on visualizations
 - Improve accessibility of web pages as per the Government of Canada web standards
 - Implement web services to optimize loading times.
 - Implement changes to design to accommodate evolving data
 - Implement solutions to obtain relevant usage analytics
- Provide technical input into the viability of visualization creation process.
- Proactively identify technical issues as part of the planning, development and review cycle.
- Working from design sketches create code for visualizations
 - Interactive features will be created as requested by the CER
 - Visualizations will be constructed in line with CER web standards
 - Social media sharing functionality will be included and maintained
 - All code will be open source
- Deploy and perform quality assurance in CER environment
- Ensure visualizations are coded in such a way as they integrate into CER web environment

3.3. **Deliverables and Acceptance Criteria:**

1. Implementation of improvements to existing visualizations
2. Attendance at planning workshop(s)
3. Delivery of working code for visualizations
4. Documentation of work and process including weekly status reports and monthly updates for invoicing purposes
5. Participation in weekly status update meetings, led by CER; contractor will provide status reports
6. Participation in additional meetings (in person, or via phone), on an ad hoc basis
7. Continual maintenance, improvement and fixes, as required by the CER
8. Participation in review-and-learn meeting(s)

3.4. **Constraints:**

- Contractor must be available for onsite and virtual meetings to meet goals for collaboration.
- Development must occur in a Windows or Window compatible environment to integrate with CER systems.
- Development must produce English and French outputs.
- The [Government of Canada WET template](#) must be applied. Users must be able to move seamlessly between the data visualization webpages and the rest of the web site.
- Government of Canada web standards will apply.
- The contractor will only be granted access to the CER infrastructure and systems specific to the supporting servers, databases and applications related to the Visualization activities.
- No travel expenses will be included.
- All source code and data will be registered with the Government of Canada's Open Government



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portal
under the Open Government Licence.

- Contractor must provide resources which can meet the requirements for Government of Canada reliability security clearance.
- All work will be performed in Calgary, Alberta for the duration of the contract. The CER will not pay for contractor's living expenses.

3.5. **Support Provided by the CER:**

The CER is responsible for providing the data for use in the visualizations; this includes responsibility for data clean-up.

The CER will guide the workflow: from data discovery, to research and design undertaken by the CER Visual Data team through to the contractor's role in creating the working code, deployment, fine-tuning and adjustments as well as maintenance.

While all activities will be undertaken collaboratively, the CER will provide overall guidance and direction. Further, the CER will identify priorities for the contractor though these will be subject to change over time.

The CER will provide work location for three resources. However, the CER will not provide funds for travel to or from meetings. The CER's IT and web teams will provide support for the WET template and web environment integration and guidance on Government of Canada web standards.

3.6. **Timeframe and Delivery Dates:**

For the visualization projects that are not part of the work of the in-house resources there will be a projected schedule of milestones as outlined below. A specific timeline would be established by the CER for each data set being addressed as the complexity and requirements for each data set will vary. The timeline would only commence upon the CER's provision of a clean data set, as defined by the Project Authority.

Activity	Description	Estimated timeline
Dataset prepared	Data cleaned and made available by CER	Case-by-case.
Research (as required)	CER led	Four to Six months
Design Workshop*	Collaborative to determine design starting point	One day
Design	Iterative process. All to provide feedback	Four months
Design team present final design concept*	Validation with the full team	Half day
Code created**		Two to three months
Present coded visualization(s) to group**	To receive initial feedback; validate against design	Half day
Adjustments**	Multiple rounds of feedback	Two to three months
Final meeting*	Discuss any outstanding items	Half day
Launch	--	--
Review and learn*		Half day
Assessment	CER lead	



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Maintenance **	Implement required updates and maintain	Ongoing
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*Activities contractor is expected to participate in.

** Activities contractor is expected to lead/execute.



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ANNEX "B"

BASIS OF PAYMENT

A- Contract Period (From Contract award to TBD)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

**Category & level Name: All Inclusive Fixed per Diem Rates
In house Task Resources**

Senior Resource _____	\$ _____
Intermediate Resource: _____	\$ _____
Junior Resource: _____	\$ _____

Category& level Name: All Inclusive Fixed Per Diem Rates*
Task authorization resources

*-----

Senior Resource _____	\$ _____
Intermediate Resource: _____	\$ _____
Junior Resource: _____	\$ _____

Total Estimated Cost of Professional Fees: \$ TBD.

2.0 Total Estimated Cost- Contract Period: \$ TBD.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period No.1 (One year after contract period)

During the extended Contract period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Category& level Name: All Inclusive Fixed per diem rate



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In House Task resources:

Senior Resource_____	\$ _____
Intermediate Resource:_____	\$ _____
Junior Resource: _____	\$ _____

Category& level Name: All Inclusive Fixed Per Diem Rates*

Task authorization resources:

Senior Resource_____	\$ _____
Intermediate Resource:_____	\$ _____
Junior Resource: _____	\$ _____

Total Estimated Cost of Professional Fees: \$ TBD.

B-2 Extended Contract Period No.2 (two six month periods after first option period)

During the extended Contract period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

2.0 Professional Fees

The Contractor will be paid all-inclusive fixed time rates as follows:

Category& level Name: All Inclusive Fixed per diem rate

In House Task resources:

Senior Resource_____	\$ _____
Intermediate Resource:_____	\$ _____
Junior Resource: _____	\$ _____

Category& level Name: All Inclusive Fixed Per Diem Rates*

Task authorization resources:

Senior Resource_____	\$ _____
Intermediate Resource:_____	\$ _____
Junior Resource: _____	\$ _____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave.

*If time worked is more or less than a day, the all- inclusive fixed daily rate must be prorated to reflect the actual time worked.



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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(next four pages)



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 National Energy Board		2. Branch or Directorate / Direction générale ou Direction Data & Information Management Business Unit
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 To retain the services of a contractor capable of assisting the National Energy Board (NEB) with its objective to upgrading, updating, and maintaining existing data visualizations assets and to assist in the development of new data visualizations, and related web services and analytics through their development and maintenance of the computer coding necessary for visualizations. The contractor would provide the technical expertise and ability to develop code and deploy to the NEB web environment.		
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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
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? (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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
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 <input type="checkbox"/> Yes
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 / Étranger <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"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>	Restricted to: / Limité à <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> N/A	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	



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? ☒ No ☐ Yes
Non ☐ Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : Contractor will work from home and send the video/animation to us via email. No IT or building access required.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui



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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TOP SECRET COSMIC TRES SECRET	A	B	C	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente 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
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente 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).



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ANNEX "D" INSURANCE REQUIREMENT

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:



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

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

3. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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



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ANNEX "E"

PRICING SCHEDULE "A" – IN HOUSE TASK RESOURCES

Pricing Schedule – period of the Contract				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		240	\$	\$
Intermediate Resource		225		
Junior Resource		215		
Total (A)				\$

Pricing Schedule – Option period of the Contract – One (1) Year				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		240	\$	\$
Intermediate Resource		225		
Junior Resource		215		
Total (B)				\$

Pricing Schedule – Option period of the Contract – Two six-month periods				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		120	\$	\$
Intermediate Resource		112		
Junior Resource		108		
Total (C)				\$



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Total bid price: Total (A+B+C)			\$	\$
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PRICING SCHEDULE "B" – TASK AUTHORIZATION RESOURCES

Pricing Schedule – period of the Contract				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		100	\$	\$
Intermediate Resource		85		
Junior Resource		75		
Total (D)				\$

Pricing Schedule – Option period of the Contract – One (1) Year				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		100	\$	\$
Intermediate Resource		85		
Junior Resource		75		
Total (E)				\$

Pricing Schedule – Option period of the Contract – Two six-month periods				
Job Description	Name of Proposed Resource	Number of days	Per diem Rate	Total
Senior Resource		50	\$	\$
Intermediate Resource		43		



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Junior Resource		38		
Total (F)				\$

Bid price: Total D+E+F)			\$	\$
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Total Bid price: Total (A+B+C+D+E+F)			\$	\$
---	--	--	----	----

Note:

- i. All submitted prices should include all administration costs, management personnel costs and any other related costs
- ii. A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment shall be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the per diem rate shall be prorated to reflect the actual time worked.
- iii. The volumetric data shown in table above is for evaluation of a bid price and are not a guarantee of the amount of work.
- iv. There will be no travel or living expenses paid under the contract.

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ANNEX “F”

TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:		Contract Number:		
Commitment Number:		Financial Coding:		
Task Number:		Date:		
Task Authorization Request – to be completed by CER				
1. Description of Work to be Performed				
<p>Project Authority: OR Technical Co-Authority:</p> <p>Estimated Value: \$ (excluding GST)</p>				
2. PERIOD OF SERVICES		From:	To:	
3. Work Location				
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No		
5. Other Conditions /Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. 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				
7. BILINGUALISM (if applicable)				
		<input type="checkbox"/> YES		<input type="checkbox"/> NO
TA Proposal - to be completed by Contractor				
8. Estimated Cost Contract				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate - Discount	Estimated # of Days	Total cost
Professional services estimated cost	Total			
	GST			



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		Grand Total	
TA Approval			
9. Signing Authorities			
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor			Date
Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the Canada Energy Regulator			Date
Name, Title and Signature of Contracting Authority on behalf of the Canada Energy Regulator			Date
10. 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 monthly 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 Service (20030), shall derive any direct benefit from this Contract.

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

- Maintain confidentiality in all work conducted for the CER;
- Maintain the independence 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.