



Request for Qualifications

All enquiries related to this Request for Qualifications, including any requests for information and clarification, are to be directed, in writing, to procurement@bc-er.ca, who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and will be distributed to all Proponents at the BCER's option.

RFQ# 61625001

Certificate of Restoration (CoR) Audit Services **Closing Time: Responses must be received electronically** **before 2:00 PM Pacific Time on: February 23, 2024**

Delivery of Proposals

Proposals must be submitted electronically.

To: [BCER Procurement \(bc-er.ca\)](https://procurement.bc-er.ca/) (<https://procurement.bc-er.ca/>)

Proposals must be submitted to the above link before the closing date.

Organization Overview

The British Columbia Energy Regulator (BCER) is the Province of B.C.'s life-cycle energy resources regulator. The BCER is a Crown agency with a mandate to ensure both the environment and public safety are protected, and those with concerns have the opportunity to have their voices heard in the sustainable development of British Columbia's energy resources.

As a cost recoverable, values driven organization, we prioritize safety, stewardship, and Indigenous interests throughout the full project lifecycle – from exploration to reclamation – and support the transition to clean energy. The BCER is committed to reconciliation with Indigenous Peoples, honouring the Provincial commitment to the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), the Declaration on the Rights of Indigenous Peoples Act, and the Truth and Reconciliation Commission's (TRC) Calls to Action. Through fostering respectful and collaborative relationships with Indigenous partners and stakeholders, the BCER delivers on Government's priorities.

The BCER has an innovative forward-thinking workplace that demonstrates our core values. Through continuous improvement and development, the BCER is agile and responsive to the rapidly changing environment in which we operate. We are diverse and inclusive, with transparency, innovation, and integrity as the foundation of our respectful culture. Secured access to BCER information and systems is a foundational consideration in the management of the BCER infrastructure.

Table of Contents

1.	OVERVIEW OF THE REQUIREMENT	3
2.	REQUEST FOR QUALIFICATIONS DEFINITIONS	3
3.	REQUEST FOR QUALIFICATIONS	3
3.1	List of Qualified Suppliers	3
3.2	Form of Contract	4
3.3	Enquiries	4
3.4	Closing Date	4
3.5	Late Responses	4
3.6	Qualifications Review Committee	4
3.7	Review and Selection	4
3.8	Signed Responses	5
3.9	Changes to Response Wording	5
3.10	Respondents' Expenses	5
3.11	Acceptance of Responses	5
3.12	Definition of Contract	5
3.13	List of Qualified Suppliers Not Binding	5
3.14	Modification of Terms	5
3.15	Ownership of Responses	5
3.16	Confidentiality of Information	5
4.	USE OF LIST GUIDELINES	6
4.1	Effective Date	6
4.2	Contracts	6
4.3	Selection Criteria	6
4.4	Material Changes	7
4.5	Qualified Suppliers	7
4.6	Obligations	7
4.7	Discretion	7
4.8	Rates	8
5.	SERVICES	8
6.	EVALUATION	9
6.1	Mandatory Criteria	10
6.2	Desirable Criteria	10
6.3	Informational Interviews	10
7.	FORMAT REQUIREMENTS	11

1. Overview of the Requirement

The Regulator is seeking Qualified Suppliers that can conduct activities related to soil and water sampling and separately, laboratory analysis as part of the Regulator's Restoration Verification Audit Program (RVAP).

Based on the review of RFQ Responses, the BCER intends to establish a List of Qualified Suppliers who may be directly awarded, or asked to compete for, contracts for provision of the services described in section 4.

The List of Qualified Suppliers will be in place for **five** years.

2. Request for Qualifications Definitions

Throughout this Request for Qualifications, the following definitions will be used:

- a) "BC Bid" means the electronic tendering service maintained by the Province;
- b) "Contract" means a written contract executed by the BCER and the Contractor;
- c) "Contractor" means a Qualified Supplier who enters into a Contract with the BCER;
- d) "List of Qualified Suppliers" means a list of names of Respondents possessing the qualifications described in this RFQ that have satisfied any conditions set by the Province for being added to and staying on that list;
- e) "must", or "mandatory" means a requirement that must be met in order for a Response to receive consideration;
- f) "BCER" means the British Columbia Energy Regulator;
- g) "Qualified Supplier" means a Respondent possessing the qualifications described in this RFQ that has satisfied any conditions set by the BCER for being added to, and staying on, the List of Qualified Suppliers;
- h) "Respondent" means an individual or a company that submits, or intends to submit, their qualifications in response to this "Request for Qualifications";
- i) "Response" means a statement of qualifications submitted in reply to this Request for Qualifications; and
- j) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Qualifications.

3. Request for Qualifications

3.1 List of Qualified Suppliers

The services will be provided on an "as, if, and when requested" basis. It is the intention of the BCER to choose Contractors from the List of Qualified Suppliers to perform services. The method of selecting the appropriate Contractor will be based on the skill set and experience of a particular Qualified Supplier. Alternatively, the BCER may issue an invitation to several Qualified Suppliers, to obtain pricing information and additional information about a potential project and then evaluate the Qualified Suppliers on a competitive basis.

3.2 Form of Contract

Any Contract with a Qualified Supplier will be substantially similar to the terms and conditions of the BCER's General Service Agreement and will include additional controls surrounding access:

- a) The Contractor will be responsible for supplying his/her own office space but may perform Services under this agreement on BCER premises at the BCER's request. The Contractor will be responsible for supplying all necessary IT equipment and software for his/her team.
- b) The contractor will agree not to discuss the services provided under the Agreement with anyone associated with the Contractor outside of the individuals authorized and involved with providing services under this Agreement.
- c) No information shall be requested, reviewed or discussed by the Contractor employees working on BCER projects that is not directly related to their assigned tasks.
- d) All BCER data will be adequately protected, safeguarded from loss or theft, and must be stored on Canadian infrastructure.

3.3 Enquiries

All enquiries related to this Request for Qualifications are to be directed, via email, to procurement@bc-er.ca. Information obtained from any other source is not official and should not be relied upon. Enquiries and answers will be recorded and will be distributed to all Respondents at the BCER's option.

3.4 Closing Date

Completed proposals must be submitted electronically and must be received by 2:00 PM, Pacific Time, on **February 23, 2024** to <https://procurement.bc-er.ca/>. Responses must not be sent by e-mail. Proponents having issues with submitting a response must contact procurement@bc-er.ca before the deadline.

The following table outlines the anticipated schedule for this RFP. All times identified in the table are in Pacific Time.

Event	Anticipated Date
Enquiries deadline	February 16, 2024
Request closing time	February 23, 2024, before 2:00PM PST
Review and reference checks as required	February 26 - March 1, 2024
Preferred Proponent selected by	March 2024

3.5 Late Responses

Late Responses will only be accepted as outlined in section 4.7b

3.6 Qualifications Review Committee

Evaluation of Responses will be by a committee formed by the BCER and may include employees and contractors of the BCER.

3.7 Review and Selection

The qualifications review committee will check Responses against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses not meeting a minimum score in a category will not be further considered. The names of successful Respondents will be added to the BCER's List of Qualified Suppliers.

3.8 Signed Responses

The Response must be signed by a person authorized to sign on behalf of the Respondent and to bind the Respondent to statements made in response to this Request for Qualifications.

3.9 Changes to Response Wording

The Respondent will not change the wording of its Response after closing and no words or comments will be added to the Response unless requested by the BCER for purposes of clarification.

3.10 Respondents' Expenses

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the BCER, if any. The BCER will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.11 Acceptance of Responses

This Request for Qualifications is not an agreement to purchase goods or services. The BCER is not bound to enter into a Contract with any Qualified Supplier. Responses will be assessed in light of the qualification review criteria. The BCER will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.12 Definition of Contract

Notice in writing to a Respondent that it has been identified as a Qualified Supplier will not constitute a contract. Only if a Qualified Supplier and the BCER enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges relative to the goods or services.

3.13 List of Qualified Suppliers Not Binding

A Qualified Supplier may withdraw its name from the List of Qualified Suppliers by notifying the BCER in writing. The BCER may withdraw a name of a Qualified Supplier from the List of Qualified Suppliers by notifying that Qualified Supplier in writing.

3.14 Modification of Terms

The BCER reserves the right to modify the terms of this Request for Qualifications at any time in its sole discretion. This includes the right to cancel this Request for Qualifications or the List of Qualified Suppliers at any time without entering into a Contract.

3.15 Ownership of Responses

All documents, including Responses, submitted to the BCER become the property of the BCER. They will be received and held in confidence by the BCER, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.16 Confidentiality of Information

Information pertaining to the BCER obtained by the Respondent as a result of participation in this project is confidential and must not be disclosed without written authorization from the BCER.

4. Use of List Guidelines

The guidelines set out in this Section regarding the use of the List of Qualified Suppliers are subject to change occasionally, as the BCER may deem necessary, without notice to the Consultants or firms on the List.

4.1 Effective Date

The List of Qualified Suppliers will be in effect from April 1, 2024 until March 31, 2029

4.2 Contracts

Any Contracts entered into with a Qualified Supplier will be:

- a) Between the BCER and the individual Consultant where the Qualified Supplier is the individual Consultant, and
- b) Between the BCER and a company, specifying the individual Consultant(s) to be engaged, where the Qualified Supplier is a Respondent company.

4.3 Selection Criteria

The BCER may select a Qualified Supplier from the List using one or more of the following selection methods:

- a) If the estimated Contract value is less than \$50,000 the BCER may directly invite a Qualified Supplier to provide a quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier;
- b) If the estimated Contract value is \$50,000 or more and less than \$100,000, the BCER may directly invite a Qualified Supplier to provide a quotation based on Consultant availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Supplier if it can be verified by the BCER that only one Qualified Supplier has a Consultant that:
 - I. Is available to undertake the project or assignment; or,
 - II. Has the necessary qualifications to carry out the project or assignment based on the BCER's specific assessment of the Consultant qualifications.
- c) If the estimated Contract value is \$50,000 or more and less than \$100,000, and more than one Qualified Supplier has a Consultant available who has the necessary qualifications to carry out the project or assignment based on the BCER's specific assessment of the Consultant qualifications, the BCER may, in its sole discretion, use a competitive or other selection process between a minimum of two (if available) such Qualified Suppliers that evaluates each Qualified Supplier's available Consultants, proposed approach, pricing, or other elements required for the project or assignment. The BCER may, at its sole discretion, consider other Qualified Suppliers' available Consultants that, in the BCER's sole opinion, meet the BCER's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).
- d) If the estimated Contract value is \$100,000 or more, and more than one Qualified Supplier has a Consultant available who has the necessary qualifications to carry out the project or assignment based on the BCER's specific assessment of the Consultant qualifications, the BCER will invite all such Qualified Suppliers to compete for the project or assignment.

- e) Notwithstanding subparagraphs a), b), c), and d), the BCER may directly negotiate a contract with a Qualified Supplier where one of the following exceptional conditions applies:
- i. Only one available Consultant is qualified to provide the services;
 - ii. An unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process;
 - iii. A competitive process would interfere with the BCER's ability to maintain security or order or to protect human, animal or plant life or health; or
 - iv. The acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

4.4 Material Changes

Qualified Suppliers will immediately, during the period that the List is in effect, advise the BCER of any material changes to the information contained in their Response.

4.5 Qualified Suppliers

Qualified Suppliers may be contacted on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of services in accordance with the selection method set out in section 7 or as revised by the BCER and communicated to all Qualified Suppliers from time to time. If a Qualified Supplier's requested Consultant is unavailable for a contemplated project or assignment, the Qualified Supplier may propose a substitute resource to the BCER for evaluation and consideration

The BCER has the sole discretion to remove a Qualified Supplier from the List of Qualified Suppliers for unsatisfactory performance by a Qualified Supplier in a Contract, or for failing to meet the requirements for staying on the List of Qualified Suppliers as set out in this RFQ or as may be communicated by the BCER from time to time. Reasons for removal from the List of Qualified Suppliers may include, but is not limited to:

- deemed lack the experience required to deliver on projects,
- evidence that the content of the response was inaccurate or misleading
- contractor inability meet the requirements of the RFQ
- pattern of non-response to BCER competitions is evident.

4.6 Obligations

The BCER has no obligation to:

- a) Inquire as to the availability of a substitute Consultant when advised by a Qualified Supplier that the Consultant named on the List is not available for a particular project;
- b) Evaluate or accept any substitute Consultant proposed by a Qualified Supplier;
- c) Enter into a Contract with any one or more Qualified Suppliers; or
- d) Invite any one or more Qualified Suppliers to participate in competitive processes for a Contract.

4.7 Discretion

The BCER reserves the right, at its sole discretion, to:

- a) Use the List of Qualified Suppliers in connection with projects or assignments. The criteria for selecting Qualified Suppliers for each project or task will vary, depending upon the requirements of the applicable project or task and could involve requiring a Consultant to have a certain demonstrated experience and proficiency level in one or more Service Areas depending on the specific requirements of the project or assignment.
- b) Consider subsequent requests for inclusion on the List of Qualified Suppliers after July 1, 2024 and during the term of the List. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as originally outlined in this RFQ. There is no assurance that the BCER will require any future additions to the List or will accept any requests for inclusion.
- c) Employ open competitions that include suppliers external to the List of Qualified Suppliers;
- d) Otherwise engage suppliers external to the List of Qualified Suppliers in connection with any project required by the BCER; and
- e) At any time, cancel, extend, expand or make a call to the market-place to renew the List of Qualified Suppliers.

4.8 Rates

The BCER may not necessarily select the Qualified Supplier offering the lowest rates and may review the qualifications or other criteria required for a specific project.

5. Services

5.1 Environmental Consulting Services

The BCER will require proponents that can conduct activities related to soil and water **sampling** as part of the Regulator's Restoration Verification Audit Program (RVAP).

All work commenced by the Contractor shall be in accordance with the scope of work for the site and per the direction of Regulator staff at the site.

All work completed will draw down from the approved fees associated with any subsequent contracts.

5.2 Outputs (Consulting Services)

The Contractor will be required to provide all services necessary to complete soil and water sampling and associated activities and reporting of all sampling activities for various sites, on an as-needed basis.

Activities will include (but will not be limited to) the following:

- Preparation for drilling activities for sampling of identified sites.
- Responsible for documenting and implementing safe work practices for onsite work in accordance with the regulatory requirements, including the completion and retention of documented safety meetings.
- Responsible for placing BC One call and line locating.
- Responsible for conducting an electromagnetic (EM) survey and developing an EM map.
- Responsible for sample collection, management, and submission to the Contract lab for analysis.
- Responsible for conducting reclamation assessments and completing reclamation questionnaires.
- Responsible for incident reporting in accordance with the Regulator and Work Safe BC requirements.
- Responsible for documenting the lithology and location of boreholes, field notes etc. as required to support the Reporting Requirements.
- Responsible to submit a report package within 30 days of sampling completion as outlined in the Reporting Requirements below.

5.3 Reporting Requirements (Consulting Services)

A final report will be submitted per site upon the conclusion of the sampling event which includes:

- Field notes, site sketch with borehole location, as applicable
- Borehole lithological logs
- A copy of Chain of Custody (COC), BC One call and line locating information, and an EM map
- A completed reclamation questionnaire and site photographs
- A signed copy of the Health and Safety Plan
- A copy of incident reports, if applicable
- Field tickets

5.4 Environmental Lab Services

The BCER will also require proponents that can conduct activities related to soil and water **laboratory analysis** as part of the Regulator's Restoration Verification Audit Program (RVAP).

All work commenced by the Contractor shall be in accordance with the scope of work (Chain of Custody) for the site and as per direction of Regulator staff at the site.

All work completed will draw down from the approved fees associated with any subsequent contracts.

5.5 Outputs (Lab Services)

The Contractor will be required to provide all services necessary to complete soil and water analysis activities and reporting of laboratory analytical data for various sites, on an as-needed basis.

Activities will include (but will not be limited to) the following:

- Coordination of specified soil and/or water analyses of samples collected and submitted by the Contractor or supplied by the Regulator.
- Responsible to submit a report package within 14 days of receiving samples as outlined in the Reporting Requirements below.

5.6 Reporting Requirements (Lab Services)

A final report will be submitted per site upon the completion of sample analysis which includes:

- Analytical results.

6. Evaluation

A team consisting of BCER employees will conduct the evaluation of responses. All members of the team will be bound by the same standards of confidentiality.

This section details all mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria to receive full consideration during the evaluation.

The BCER reserves the right to refuse any proposal based on quality, service, rate, reputation, experience and other criteria.

The Preferred Proponents will be the Proponents scoring the most points after evaluation. The evaluation process will consist of the following stages:

- Stage One – Mandatory Criteria
- Stage Two – Desirable Criteria
- Stage Three – Interviews (optional)
- Stage Four – Reference Checks

6.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received before the designated closing date and time.
The proposal must be in English and submitted electronically to: https://procurement.bc-er.ca/ .
The Proponent must confirm that any personal information received, collected or held over the course of the review will be stored and used only in Canada.
The Proposal must contain an integrity, independence and objectivity statement by the Proponent.

6.2 Desirable Criteria

Responses meeting the mandatory requirements will be further assessed against the following desirable criteria.

Desirable Criteria	Weight
Proponent’s Qualifications and Relevant Experience	25%
Suitability of Proposed Approach Proposal demonstrates Proponent’s understanding of the requirements. Proposal provides a clearly defined plan to address project requirements.	50%
Pricing and Availability Total price, hourly rates in CAD / Annual progression	25%

6.3 Informational Interviews

The top ranking (to a maximum of three) Proponents may be asked to attend an interview with the evaluation team. During the interview, the evaluation committee may clarify and/or verify statements made in the written Response.

The requirement for interviews is optional. The BCER reserves the right to complete the evaluation process without Proponent interviews.

Interview Criteria	Weight
Understanding of the requirements.	30%
Understanding of the BCER's environment and technologies.	15%
Proposed solution.	40%
Project delivery approach.	15%

The highest scoring Proponent (Preferred Proponent) will be selected by adding the scores from the desirable criteria and the interview.

7. Format Requirements

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. Responses should be succinct and should focus on the specific services being requested, including the technologies and methodologies the BCER uses. Please be considerate of the time it will take to review the submission.

Responses should not include large appendices, such as internal software development or project management standards, or promotional or sales material.

In order to expedite a fair and unbiased proposal review process, the BCER's preference is for all proposals to use the following outline in 10 pages or less:

- Executive Summary
- Short description of the proponent's organization
- A page confirming the proponent meets the mandatory requirements
- A few pages describing the services the proponent can provide as described in Section 5.
- Costs (including hourly rates for the term of the RFQ, travel costs, blended rates) in Canadian funds. While budgets and pricing will be reviewed annually, please indicate any pricing differentials that may occur from year to year.
- Any relevant references