BRITISH COLUMBIA ENERGY REGULATOR

Request for Standing Arrangement

All enquiries related to this Request for Standing Arrangement, including any requests for information and clarification, are to be submitted by November 27, 2026**,** and 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 may be distributed to all Respondents at the BCER's option.

RSA# 20527002

Request for Standing Arrangement

Closing Time: Proposal must be received electronically
before 2:00 PM Pacific Time on: **December 2, 2026**

Delivery of Proposals

Proposals must be submitted electronically.

To: https://procurement.bc-er.ca/

Organization Overview

The BC 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's infrastructure.

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:
"Contract" means the written agreement resulting from this Request for Standing Arrangement executed by the BCER and the Contractor, detailed in Appendix B;
"Contractor" means an SA holder that has entered into a Service Request of Statement of Work with the BCER;
"Must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
"BCER" means British Columbia Energy Regulator;
"Request for Standing Arrangement" means the process described in this document;
"Respondent" means a single natural person or single enterprise constituted or organized under applicable law with the legal capacity to contract (excluding any corporate affiliates) that submits a Response or, context permitting, intends to submit a Response;
"Response" means a written response to the RSA that is submitted by a Respondent;
"Service Request" means a document containing the requirements and authorization for the provision of the particular Services resulting from a Call Off Process as more particularly described in a Standing Arrangement;
"SOW" or "Statement of Work" means a document containing the requirements and authorizations for the provision of the particular Services resulting from a Call Off Process as more particularly described in a Standing Arrangement; and
"Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Standing Arrangement.

2. Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RSA, including those that follow and that are included in all appendices and any addenda.

A proposal must be signed by a person authorized to sign on behalf of the Respondent with the intent to bind the Respondent to the RSA and to the statements and representations in the Respondent's proposal. A scanned copy of the signed cover page of this RSA is acceptable as is a cover letter identifying the Respondent, identifying the RSA and including a signature of an authorized representative of the Respondent that confirms the Respondent's intent to be bound. For proposals submitted to an electronic response constitutes the signature of an authorized representative of the Respondent and is acceptable without additional signature.

3. Electronic Submissions

For electronic submissions the following applies:

a) The Respondent is solely responsible for ensuring that the complete electronic response, is received before Closing Time;
b) The maximum size of each attachment must be 500 MB or less and uploaded in a single attachment;
c) Respondents should submit response submissions in a single upload and avoid sending multiple submissions for the same opportunity;
d) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Respondents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The BCER may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

4. Additional Information Regarding the Request for Standing Arrangement

All subsequent information regarding this Request for Standing Arrangement, including changes made to this document will be posted on the BC Bid website at www.bcbid.ca. It is the sole responsibility of the Respondent to check for amendments on the BC Bid website.

5. Late Responses

Responses will be marked with their receipt time once submitted. Only complete responses received and marked before closing time will be considered to have been received on time. Responses that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the response receipt time as recorded by the electronic date stamp shall prevail whether accurate or not.

6. Eligibility

a) Responses will not be evaluated if the Respondent's current or past corporate or other interests may, in the BCER's opinion, give rise to a conflict of interest in connection with the activities described in this Request for Standing Arrangement. This includes, but is not limited to, involvement by a Respondent in the preparation of this Request for Standing Arrangement. If a Respondent is in doubt as to whether there might be a conflict of interest, the Respondent should consult with the BCER Contract Management Analyst prior to submitting a response.
b) Responses from not-for-profit agencies will be evaluated against the same criteria as those received from any other Respondent.

7. Evaluation

Evaluation of responses will be by a committee formed by the BCER and may include employees and contractors of the BCER. All personnel will be bound by the same standards of confidentiality. The BCER's intent is to enter into a Contract with the four highest-scoring Respondents that meet all mandatory criteria and all minimum scores (if any).

8. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Respondent, the BCER may, at its sole discretion at any time, thereafter, terminate negotiations with that Respondent and either negotiate a Contract with the next qualified Respondent or choose to terminate the Request for Standing Arrangement process and not enter into a Contract with any of the Respondents.

9. Debriefing

At the conclusion of the Request for Standing Arrangement process, all Respondents will be notified of the award by email. Unsuccessful Respondents may request a debriefing meeting with the BCER.

10. Alternative Solutions

No Alternative Solutions will be considered.

11. Changes to Proposals

By submission of a clear and detailed written notification, the Respondent may amend or withdraw its response prior to the closing date and time. Upon closing time, all responses become irrevocable. 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.

12. Respondents' Expenses

Respondents are solely responsible for their own expenses in preparing a response and for subsequent negotiations with the BCER, if any. If the BCER elects to reject all responses, 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.

13. Limitation of Damages

Further to the preceding paragraph, the Respondent, by submitting a response, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Respondent in preparing its response and the Respondent, by submitting a response, waives any claim for loss of profits if no Contract is made with the Respondent.

14. Response Validity

Response will be open for acceptance for at least 90 days after the closing date.

15. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Standing Arrangement specifically states otherwise.

16. Currency and Taxes

Prices quoted are to be:

a) In Canadian dollars;
b) Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
c) Exclusive of taxes

17. Subcontracting

a) Unless the RSA states otherwise, the BCER will accept responses where more than one person or entity is proposed to deliver the Services described in the RSA, so long as the response identifies the lead person or entity that will be the Respondent and that will have sole responsibility to deliver the Services under the Standing Arrangement. The BCER will enter into a Standing Arrangement with the selected Respondent only. The evaluation of the Respondent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
b) All subcontractors, including affiliates of the Respondent, should be clearly identified in the response.
c) A Respondent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the BCER's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias.
d) Where applicable, the names of approved subcontractors listed in the response will be included in the Standing Arrangement. No additional subcontractors will be added nor other changes made to this list in the Standing Arrangement without the written consent of the BCER.

18. Acceptance of Proposals

This Request for Standing Arrangement should not be construed as an agreement to purchase goods or services. The BCER is not bound to enter into a Contract with the Respondent who submits the lowest priced proposal or with any Respondent. Responses will be assessed in light of the evaluation criteria. The BCER will be under no obligation to receive further information, whether written or oral, from any Respondent.

Neither acceptance of a response nor execution of a Contract will constitute approval of any activity or development contemplated in any response that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Respondent that it has been identified as a successful Respondent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Respondent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a response, the Respondent agrees that should its response be successful, the Respondent will enter into a Contract with the BCER in accordance with the terms outlined in Appendix B.

21. Liability for Errors

While the BCER has used considerable efforts to ensure the information in this Request for Standing Arrangement is accurate, the information contained in this Request for Standing Arrangement is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the BCER, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Standing Arrangement is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Standing Arrangement.

22. Modification of Terms

The BCER reserves the right to modify the terms of this Request for Standing Arrangement at any time in its sole discretion. This includes the right to cancel this Request for Standing Arrangement at any time prior to entering into a Contract with the successful Respondent.

23. Ownership of Responses

All 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* and this Request for Standing Arrangement.

24. Use of Request for Standing Arrangements

Any part of this document, or any information provided by the BCER in relation to this Request for Standing Arrangements may not be used or disclosed, for any purpose other than for the submission of responses. Without limiting the generality of the foregoing, by submission of a response, the Respondent agrees to hold in confidence all information provided by the BCER in relation to this Request for Standing Arrangement.

25. Reciprocity

The BCER may consider and evaluate any responses from other jurisdictions on the same basis that the BCER purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

26. No Lobbying

Respondents must not attempt to convey directly or indirectly with any employee, contractor or representative of the BCER, including the evaluation committee and any elected officials of the BCER, or with members of the public or the media, about the opportunity described in this Request for Standing Arrangement or otherwise in respect of the Request for Standing Arrangement, other than as expressly directed or permitted by the BCER.

27. Standing Arrangement

a) The BCER intends to enter into Standing Arrangements with the highest scoring Respondents who meet all mandatory criteria and minimum scores, if any, as further set out in section 7.

b) By submitting a response, the Respondent agrees that should its response be successful, the Respondent will enter into a non-exclusive Standing Arrangement with the BCER on substantially the same terms and conditions set out in Appendix B and such other terms and conditions to be finalized to the satisfaction of the BCER, if applicable.

c) The BCER will provide written notice to a Respondent that it has been identified as a successful Respondent. The BCER and the Respondent will subsequently execute a Standing Arrangement. No Respondent will acquire any legal or equitable rights or privileges relative to a Standing Arrangement until the execution and delivery of a Standing Arrangement.

d) Respondents should avoid adding content or text to their responses that means, or could be construed to mean, that the Respondent does not accept the Appendix B (or any associated content, Schedules, etc.). If a response contains content or text that means, or could be construed to mean, that the Respondent does not accept the Appendix B (or any associated content, Schedules, etc.), such response content or text may result in the response being noncompliant and eliminated from the RSA process.

e) If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

28. Standing Arrangement Finalization Delay

If a written Standing Arrangement cannot be finalized with provisions satisfactory to the BCER within 30 days of notification of the successful Respondent, the BCER may, at its sole discretion at any time thereafter, terminate discussions with that Respondent and either commence finalization of a Standing Arrangement with the next highest scoring Respondent (if applicable), or choose to enter into fewer Standing Arrangements than otherwise described in this RSA (if applicable), or choose to terminate the RSA process and not enter into a Standing Arrangement with any of the Respondents.

The BCER reserves the right to commence any Call Off Processes for particular Services to Contractors with executed Standing Arrangements after 30 days notwithstanding that there may be Respondents still in the process of finalizing Standing Arrangements. Respondents who have not finalized Standing Arrangements at that time will have no claim with respect to such Call Off Processes or resulting Service Requests or SOWs.

29. No Commitment to Award

Standing Arrangement (SA) is not a contract for the provision of Services and in particular:

a) neither notice in writing to a Respondent that it has been identified as a successful Respondent nor execution of a SA will give the Respondent any legal or equitable rights to receive any Service Request or SOW Request. The BCER makes no representations whatsoever with respect to the number of Service Requests or SOW Requests that may be issued or that may be awarded pursuant to the Call-Off Processes under the SA. The BCER is not bound to enter into any Service Request or SOW with any SA Holder;

b) this RSA does not oblige the BCER to issue any Service Requests or SOW Requests or to award an SOW for any Services under a SA;

c) the BCER makes no representation, warranty or condition as to the nature, timing, quality or volume of Service Requests or SOW Requests that may result from a SA;

d) no obligation of exclusivity is imposed on the BCER by this RSA or a SA, and the BCER reserves the right to procure the Services by any other means, including the use of other corporate supply arrangements, or by other procurement or contracting methods; and

e) the BCER reserves the right to set aside a SA, for whatever reason, and not make it available for any Service Request or SOW Request.

B. Requirements and Responses

1. Summary of the Opportunity

The BC Energy Regulator (BCER) invites suppliers to submit responses with the qualifications, experience, and capacity to qualify for a Standing Arrangement (SA) with the BCER, for the provision of IT Services on an as, if, and when requested basis.

Selected Respondents may be invited to enter into an agreement in substantially the same form as is set out in Appendix B (a "Standing Arrangement"), which will govern the potential subsequent provision of the services pursuant to invitational Call Off Processes. The BCER intends to enter into Standing Arrangements with the **five** top highest-scoring Respondents that meet all mandatory criteria and all minimum scores (if any).

Any of the Services may be requested at any time by the BCER for a particular assignment or project in accordance with an invitational Call Off Process, which may result in a Service Request or Statement of Work with the selected Contractor under its Standing Arrangement for that assignment or project.

The anticipated term of each Standing Arrangement is from **January 2027** to **March 2029**. Each Standing Arrangement will contain an option to extend whereby the BCER reserves the right, at its sole option, to extend the Standing Arrangement for **two one-year optional extension terms, if any.** Individual SOWs or Service Requests may survive the term of the Standing Arrangement.

Further details as to the scope of this opportunity and the requirements can be found within this RSA.

2. Anticipated RSA Schedule

The following table outlines the anticipated schedule for the RSA process (from issuance through proponent selection), not the subsequent SOW or Service Requests delivery. All times identified in the table are in Pacific Time.

Event	Anticipated Date
Enquiries deadline	November 27, 2026
Request closing time	December 2, 2026 before 2:00PM PST
Review, interviews, and reference checks as required	December 7-18
Preferred Proponent selected by	December 31, 2026
Award of the SA	January 2027

3. BCER Situation/Overview

The BCER regulates the full life cycle of energy resource activities in B.C., from site planning to restoration. We ensure activities are undertaken in a manner that protects public safety, safeguards the environment, supports meaningful reconciliation, and advances the public interest and contributes to B.C.'s economy. The BCER's current legislated mandate, regulatory framework, core activities and organizational structure are described in the 2025/26 2027/28 Service Plan (PDF) available on the BCER's website at www.bc-er.ca.

BCER Responsibility

The BCER mission is as follows:

We regulate the life cycle of energy resource activities in B.C. from site planning to restoration, ensuring activities are undertaken in a manner that:

- Protects public safety
- Safeguards the environment
- Supports meaningful reconciliation
- Advances the public interest and contributes to B.C.'s economy

Background

The Digital and Innovation Services (DIS) branch supports the IM/IT needs of the BCER, providing direction, leadership, support, and expertise to ensure all key strategic information management and information technology projects, critical business and other initiatives are delivered in scope, on time, on budget, and with the agreed upon functionality and business results. The IDS collaborates closely with the BCER's program areas to ensure line of business applications support BCER's service plan as well as any legislative, policy, or regulatory changes. This support encompasses a range of web applications, systems, and related IM/IT tools, which include:

- Permitting systems for receiving energy related applications and operational submission from industry and tracking, processing, and determination on that information.
- Compliance & enforcement systems to managing all related activities to regulatory compliance in the BC energy sector.
- Emergency management systems for emergency response activities.
- Geospatial systems for managing, storing and reporting on geospatial data.
- Corporate systems for managing BCERs Human Resources, Financial, and Technical Infrastructure.
- Application Interfaces to connect with Provincial and other external systems to share information.
- Informational and interactive websites for internal, external and public use.
- SharePoint Online instance used to collaborate internally and externally.
- Help desk, cybersecurity and privacy systems and other operational technologies to support enterprise functions at the BCER

Contractors will be expected to play a role in the ongoing support and maintenance of these applications, as described in Appendix A.

For a comprehensive overview of IMB-supported applications, inclusive of technology details, please refer to Appendix D.

4. Standing Arrangement

Scope of Services

Services may be required for emergency and planned non-emergency projects and assignments.

The Contractor(s) may deliver the Services remotely in compliance with the terms and conditions set out in Appendix B – Standing Arrangement. Onsite delivery of the Services is not required; however, if the BCER requires in relation to a particular project that resources attend in-person meetings, the applicable Statement of Work will outline the details including the approval process for travel expenses, if any.

The Services include the provision of various business, technical and consulting services to complement or supplement the BCER in its ongoing work to modernize and enhance its IM/IT portfolio and in the development of new applications for BCER business purposes.

The required Services are in-scope services for this procurement and are grouped into the following Service Categories, including but not limited to:

- Development services;
- Business Analysis services;
- Service Design and User Experience Services;
- Training Services;
- Project Management Services; and
- Business and Technical Advisory Services.
- Spatial, Data, Information, and Analytics Services

For a more detailed list of the services and description, see Appendix A Service Categories and Seniority Levels.

Appendix D Applications Inventory provides a summary of the current applications used to support the BCER's service delivery model and that are in-scope of potential Services. The Applications Inventory may be changed by the BCER while the Standing Arrangements, if any, are in effect.

Standing Arrangement

The BCER intends to enter into a non-exclusive Standing Arrangement with each of the Respondents selected in accordance with section 7 below.

Services may only be authorized under a Standing Arrangement by way of a Service Request or Statement of Work Request resulting from an invitational Call Off Process. A Call Off Process may follow either:

1. A right of first refusal process by ranked order in either the single, required Service Category or overall if Services are required in more than one Service Category; or
2. A second-stage competitive process.

Execution of a Standing Arrangement does not oblige the BCER to authorize any Service Requests or SOWs under that Standing Arrangement for any or all of the Services.

The BCER makes no guarantees with respect to the timing, number or value of Call-Off Processes or resulting Service Requests and SOWs with either any Contractor over the term under its Standing Arrangement or with all Contractors under all Standing Arrangements. Although the BCER anticipates that the total procurement value of all Standing Arrangements in aggregate assuming that all extension terms are exercised may exceed $10 million, the BCER will have no obligation to acquire any minimum volumes of Services or to meet any minimum spend commitment for any particular or all Standing Arrangements in aggregate. The Standing Arrangements will not give any exclusive rights to provide the services to the BCER either individually or collectively. The BCER reserves the rights to obtain services and deliverables the same as, similar to or instead of the Services in-house or from another Contractor or any other person.

Respondents should read the form of Standing Arrangement in Appendix B and ensure that they are familiar with the Call Off Process and the terms and conditions of the Standing Arrangement that may be established as a result of this RSA.

Call Off Process

The Call Off Processes applicable to the entry into of any Service Requests and SOWS will be included in each Standing Arrangement. The Call Off Process and initiating document will differ depending on whether the Services are required on an emergency or non-emergency basis, each as may be further described in the Standing Arrangement. The BCER reserves the right to modify any of the Call Off Processes during the term of each Standing Arrangement on written notice to all Contractors. These Call Off Processes are summarized for convenience only, below.

Initial Determination

When the BCER wishes to obtain any Services under any of the Standing Arrangements resulting from the RSA, the BCER will select the Call Off Process to apply after first determining whether Services are required on an emergency basis or not, and to the extent able, the particular Services required.

1. Services Required on Emergency Basis

For Services required on an emergency basis, the BCER will select and follow Call Off Process 1 below.

Call Off Process 1

a) The BCER will attempt to contact the highest ranked SA Holder by phone, instant message, text, or by email, and if, within 8 hours of the BCER first attempting to contact the highest ranked, the highest ranked has not responded and confirmed its ability to provide the Services as and when requested subject to the need for a Service Request, the BCER may proceed to reach the next highest ranked, providing the same amount of time, and so forth, until the BCER receives the requested confirmation or chooses to stop the Call Off Process or there are no more eligible SA Holders remaining, whichever occurs first. The BCER will have no obligation to make more than one attempt to reach the highest ranked or the next highest ranked, as the case may be.

b) Upon receiving the requested confirmation from a SA Holder, the BCER will create a draft Service Request for the requested Services in its Service Desk (for Operational), or Change Request (for Capital) and email that Contractor notification of the draft Service Request for its review and approval. That Contractor will have 8 hours (or such other time as the BCER may agree) from the time the notification was sent to approve the Service Request to the satisfaction of the BCER for the BCER to confirm its final approval.

c) A Service Request approved in the Service Desk (for Operational), or Change Request (for Capital), or otherwise approved in writing, by both a Contractor and the BCER will bind that Contractor to provide the Services as and when requested in the Service Request in accordance with their Standing Arrangement at the pricing set out in Schedule B to that Standing Arrangement.

2. Services Required on a Non-Emergency Basis

In case of Services not required on an Emergency Basis, the BCER will follow Call Off Process 2 below.

Call Off Process 2 (Same as Call Off Process 1 in terms of process Opex/Capex)

a) The BCER will issue a competitive SOW request to all SA Holders inviting proposals including quotes for the BCER's consideration based on the requirements specified in the SOW request.

b) A Contractor that receives a SOW request may choose to submit a proposal, which must be in the form of a draft SOW, to that SOW request by the Closing Date and Time or not.

c) If a SOW request includes an incomplete draft SOW, proposals are to include any proposed changes to complete the draft SOW and an estimate of time and expenses based on either the rates set out in its Standing Arrangement with the BCER or any lower rates that the Contractor may propose.

d) If no draft SOW was provided in the SOW request, proposals are to include the Contractor's draft SOW in a form that complies with the applicable provisions in the Standing Arrangement and an estimate of time and expenses based on either the rates set out in the Standing Arrangement between the BCER and the Contractor or any lower rates that the Contractor may propose.

e) The BCER intends to evaluate all proposals received at the closing location by the Closing Date and Time in accordance with the evaluation criteria in the SOW request and to finalize a SOW with the Contractor that has submitted the highest scored compliant proposal, if any. If a SOW cannot be finalized to the satisfaction of the BCER within 20 days of notice to the selected Contractor, the BCER may, at any time, discontinue discussions with that Contractor and may, in its sole discretion, select the Contractor with the next-highest compliant proposal to finalize a SOW. This process may continue until a SOW is fully executed or the BCER chooses to stop the Call Off Process or there are no more eligible Contractors remaining, whichever occurs first.

f) If no compliant proposal is received in response to the competitive SOW request or the BCER chooses to stop the SOW request process, the BCER may, in its sole discretion, provide the services in-house or procure the services by any other means, including use of other agreements, or by other procurement or contracting methods. Format Requirements

5. Requirements

In order for a response to be considered, a Respondent must clearly demonstrate that they meet the mandatory requirements set out in section 8 (Mandatory Criteria) of the RSA. Responses that do not meet all mandatory criteria will not be considered further.

Respondents are required to complete, to the extent applicable, Appendix C or a form substantially similar to Appendix C, as their Response. Appendix C sets out the rated criteria against which Responses will be evaluated and includes Response Guidelines that are intended to assist Respondents in the development of their Responses. Responses will be evaluated and weighted in accordance with section 10 – Rated Criteria of this RSA. Evaluators will not consider any information that does not relate to the specific information requested in Appendix C. However, Respondents should use their own judgement in determining what information to provide to demonstrate that the Respondent meets or exceeds the BCER's expectations.

6. Response Format

Respondents should ensure that they fully respond to all requirements in the RSA in order to receive full consideration during evaluation.

Respondents are to prepare and submit the following Appendices:

1. Appendix C: Response Template as their Response; and
2. Appendix E: Pricing

7. Evaluation of Proponent Response

Responses will be assessed in accordance with the entire requirement of the RSA, including mandatory and rated criteria.

Evaluation of Responses will be in accordance with the following stages:

Stage 1: Responses will be reviewed to ensure that the mandatory criteria set out in section 8 are met. Responses not meeting all mandatory criteria will be rejected without further consideration.

Stage 2: Responses that meet the mandatory criteria will be evaluated against the rated criteria in section 9. Responses not meeting a minimum score (if any) in an individual category of rated criteria will not be considered further.

8. Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- 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 independence and objectivity statement confirming the Proponent is free of any actual or perceived conflict of interest and free of bias with respect to the BCER, its officers and employees.

Failure to meet all mandatory criteria above will disqualify the Proponent's Proposal from further review. If you have issues uploading to the procurement portal contact procurement@bc-er.ca before the deadline.

9. Rated Criteria

The BCER seeks to enter into an agreement with the Respondent who, in the opinion of the BCER, has the resources with the knowledge and competence to provide the greatest value. Responses meeting all the mandatory criteria will be further assessed against the rated criteria.

Responses that meet all mandatory requirements and meet all minimum scores above will have their proposed pricing evaluated in accordance with section 10, below. For greater certainty, Responses that do not meet a minimum score within a rated criterion will not be evaluated further.

Criterion	Points	Min
Corporate Stability	**5**	3
Corporate Capabilities	**30**	18
Relevant Experience & Capacity	6	
Service Category Capability	21	
Contract Manager	3	
Approach	**40**	24
General Approach & Methodology	10	
Resources	20	
Transfer of Knowledge	5	
Reporting & Documentation	5	
Pricing	**25**	12.5
TOTAL	**100**	

10. Price Evaluation

Respondents must provide a single hourly rate, not expressed as a range, for each Seniority Level for each of the Service Categories. Responses that have not provided one hourly rate for each Seniority Level for each of the Service Categories will not be evaluated further.

The BCER will evaluate price by taking the sum of all rates to be provided for all Seniority Levels across all Service Categories. The average will then be calculated by dividing that sum total by 28 (the total number of values provided: one for each Seniority Level for each Service Category). This averaging is for evaluation purposes only.

Pricing will be assessed on a comparative basis between Responses with a maximum weight of 25 assigned according to the following formula:

$$\frac{\text{Lowest Average Price}}{\text{This Response's Average Price}} \times 25 = \text{Points Awarded}$$

Price weighted scores will be added to the weighted criteria scores above.

11. Tie Breaker

If there is a tie between one or more Respondents, then the Respondent with the highest score in the Corporate Capabilities category set out in the above section 9 will be considered the highest scoring Respondent. If after the foregoing a tie remains between one or more Respondents, then the Respondent with the highest score in the Approach category set out in above section 9 will be considered the highest scoring Respondent. If after all of the foregoing, there remains a tie between one or more Respondents, then in that event, the tie shall be finally broken by utilizing www.random.org/lists/. All tied Respondents authorise the BCER to utilize www.random.org/lists/and the tied Respondents names in relation to randomly generating the highest scoring Respondent using www.random.org, which will be deemed the final and conclusive method to break the tie.

The BCER will enter the tied Respondent names into the www.random.org/lists/ application (in no particular order) and select the button “randomize” once. The order returned will be used to rank the tied Respondents. For further clarity, the Respondent that is assigned number “1’’ will become the highest scoring Respondent.

The order assigned to the tied Respondents by www.random.org/lists/ shall also serve as the order of Respondents for the purposes of the RSA, including in relation to section 2.14.

The Official Contract will notify all tied Respondents in the event of a tie and offer all tied Respondents the opportunity to witness the tie breaking procedure. In such a case, all tied Respondents consent to their respective identities being made known to each other and consent to the tiebreaking procedure being conducted and broadcast through, at the option of the BCER: video conferencing technology; or in person, or some combination thereof.

12. Standing Arrangement Award

Without waiving any rights of the BCER under section XX (Standing Arrangement Finalization Delay), the BCER intends to enter into Standing Arrangements on substantially the same and conditions as set out in Appendix B and such other terms and conditions to be finalized to the satisfaction of the BCER with each of the Respondents that meet all mandatory criteria and all minimum scores (if any) or the 5 top highest scoring Respondents that meet all mandatory criteria and all minimum scores (if any), whichever is fewer. A high to low ranked order list based on the total scores of the Respondents entering into Standing Arrangements will be created.

For greater certainty, the BCER intends to enter into no more than five Standing Arrangements as a result of this RSA

Appendix A: Service Category & Seniority Levels
Document is available for download in the “documents” section of this RSA

Appendix B: Form of Standing Arrangement
Document is available for download in the “documents” section of this RSA

Appendix C: Response Template
Document is available for download in the “documents” section of this RSA

Appendix D: Application Inventory
Document is available for download in the “documents” section of this RSA

Appendix E: Pricing (Excel Spreadsheet)
Document is available for download in the “documents” section of this RSA

Appendix F: Statement of Work Template
Document is available for download in the “documents” section of this RSA