



RETURN BIDS TO:		Title:	
Bid Email: proposals.propositions@cer-rec.gc.ca Email size limit: 35MB		Ombuds Services	
		Solicitation No.	Date
		84084-20-0091	October 23, 2020
		Solicitation Closes	
at	02 :00 PM – 14 :00Hrs	MDT/MST	
on	November 9, 2020		
REQUEST FOR PROPOSAL		F.O.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
		Address inquiries to:	
Comments		Owuor.Okiro@cer-rec.gc.ca	
		Area code and Telephone No.	Facsimile No. / E-mail
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: <ol style="list-style-type: none"> 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. 		Destination – of Goods, Services, and Construction:	
		Instructions: See Herein	
Vendor/firm Name and Address		Delivery required	Delivery offered
		See Herein	
Telephone No.		Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
		E-mail	
Signature		Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

- i. Annex A: Statement of Requirement;
- ii. Annex B: Basis of Payment;
- iii. Annex C: Security Requirements Checklist;
- iv. Annex D: Pricing schedule,

The Appendices include:

- a. Appendix 1 to Part 3: Electronic Payment Instruments; and,

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 two (2) periods of one (1) year each.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 – Security 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.
- 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).



1.3 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: 120 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: 84084-20-0091. The attachment file size limit is 15MB.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 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:



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- 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;
- 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid; 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

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 "D".

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.

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)

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	Bidder to Provide Cross-Reference
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		(Yes/No)	to its Proposal Where Criteria is Met
M1	The Bidder must demonstrate ability and willingness to provide service during business hours: Monday through Friday 8:00 to 4:00		
M2	The Bidder must have an office within a reasonable radius of Calgary AB. Reasonable radius is taken to mean within 100KM of Calgary city center.		
M3	Current and detailed résumés for all personnel to be assigned to the Work under any resulting contract and substitute personnel with the same qualifications and experience or better, in the event of sickness, vacation, etc., to maintain quality and contract services must be included in your submission. The résumés must demonstrate the ability to provide services in both English and French.		
M4	The Bidder must demonstrate qualification in conflict resolution/mediation as a Chartered Mediator.		
M5	The bidder must provide two references. Based on the information provided by the references, an assessment will be made of the Bidder's suitability and technical competence to complete the work. Any previous work with the CER cannot be used as a reference. To satisfy this requirement, Bidders are required to include in their submissions: <ul style="list-style-type: none"> • Name of the organization to which Ombuds services were provided • Contact name and telephone number within the organization • A summary of feedback or evaluation results from the organization, if available 		

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
R1	The Bidder will demonstrate their skill in providing Ombuds services regarding harassment and discrimination by providing two (2) examples of previous work. At a minimum, the examples will outline ability to: <ul style="list-style-type: none"> • Develop a relationship between the Ombuds and employee • Establish and maintain neutrality and impartiality • Apply analytical and problem solving skills • Build the employee's empathy and awareness of own and other employee's situations 	/35	



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	<ul style="list-style-type: none"> Build the employee's communication and collaboration skills to more successfully manage further situations <p>(up to 3.5 points for each bullet to a maximum of 17.5 points per example)</p>		
R2	<p>The Bidder will demonstrate their skill in conflict resolution by providing two (2) examples of previous work. At a minimum, the examples will outline the ability to:</p> <ul style="list-style-type: none"> Establish themselves as a trusted neutral party Facilitate discussion and the flow of information Identify issues Develop options/engage parties in considering options Facilitate the development of consensual agreement <p>(up to 3 points for each bullet to a maximum of 15 points per example)</p>	/30	
R3	<p>The bidder will demonstrate their skill in facilitation by providing two (2) examples of previous work. At a minimum, the examples will outline the ability to:</p> <ul style="list-style-type: none"> Create collaborative client relationships Plan appropriate group processes Create and sustain a participatory environment Guide the group to appropriate and useful outcomes Build and maintain professional knowledge <p>(up to 2.5 points for each bullet to a maximum of 12.5 points per example)</p>	/25	
R4	<p>The Bidder will demonstrate their skill in delivering in-person learning sessions by providing two (2) examples of previous work. At a minimum, the examples will outline:</p> <ul style="list-style-type: none"> Professional Foundations (communication, professional knowledge/ethics/credibility) Planning and preparation (instructional methods/materials, prepare for instruction) Instructional methods and strategies (presentation/facilitation skills, promote knowledge retentions/transfer) Assessment and evaluation (assess learning and performance) Management (learning environment, instructional process) <p>(up to 1 point for each bullet to a maximum of 5 points per example)</p>	/10	
	Minimum number of points required to be declared responsive:70)		
TOTAL		100	

4.2 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)



1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
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 ratings 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Status and Availability of Resources

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



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

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'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,
 - (b) 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.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract



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.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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>

7.3 Security Requirements

7.3.1 The following apply and form part of the Contract.

1. The supplier must delegate a primary point-of-contact to administer the security requirements in Government of Canada contracts. Secondary points-of-contact may be appointed to assist the primary as required in large and/or regional operations.
2. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority.
3. The supplier must ensure that all individuals assigned to work on the contract are briefed and made aware of their roles and responsibilities related to the requirements for the safeguarding of sensitive information or valuable assets.
4. The supplier must immediately report security incidents to the contracting authority.
5. The supplier must comply with any other security requirements set by the Canada Energy Regulator that are contained in this contract and any security attachment.

Personnel Security Screening

Reliability Status or Security Clearance Required

6. Before work begins, all supplier personnel who require access to sensitive government information or valuable assets must hold a valid Reliability level of Security Clearance.



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.

7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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



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

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

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

7.5.3 Contractor's Representative - 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 – Firm Hourly rate

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate as specified in Annex B – Basis of Payment for a cost of \$ TBD. Customs duties are included and Applicable Taxes are extra.

7.7.2 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).

7.7.3 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.

7.9 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) the Contractor's bid dated TBD.



ANNEX "A"

STATEMENT OF WORK

1. SCOPE

1. Objective:

Ombuds services for harassment, discrimination and respectful workplace matters; internal mediation and coaching services; and facilitation services from a knowledgeable and experienced professional on an "if and when" requested basis to the Canada Energy Regulator during the period of the contract.

The Ombuds is accessible to all employees and GIC appointees in all CER office locations.

2. Background:

In accordance with the Public Service Values and Ethics and the CER Code of Conduct, the Canada Energy Regulator has an ongoing commitment to foster a respectful and violence-free workplace. To support this commitment, the CER has engaged the services of an Ombuds. The role of the Ombuds was created in December 2000 to provide confidential and impartial Ombuds services related to harassment or discrimination. The role has expanded to include the provision of learning activities to increase employee awareness and understanding around respect and a psychologically safe workplace. The Ombuds services consist of:

- providing employees accessible, confidential and objective services (by phone, email and, face-to-face meetings)
- promoting respect through learning sessions
- conducting internal mediations as required
- facilitating group/team development
- reporting on a semi-annual basis

3. REQUIREMENT:

3.1. Scope of Work:

The Canada Energy Regulator employs approximately 500 employees located in Calgary, Vancouver and Montreal, with a small number of employees who are located in other centres across Canada. All CER employees are approved to access the Ombuds including permanent and temporary, full-time and part-time personnel. The employees at the CER are both English and French speaking. The majority of employees work in English.

Section 8.1 of the CER's Respectful Workplace and Violence Prevention Policy identifies Ombuds services as an Informal Conflict Resolution process.

The contractor will be expected to provide accessible, confidential and objective Ombuds services on an "if and when" requested basis for any CER employee on matters of respect, harassment or discrimination. When contacted by an employee, the contractor will be expected to be a sounding board and to offer advice and coaching to help the employee manage the situation within the CER, providing service in English, or French for employees of the Montreal Regional Office.

The contractor will, when requested by the Project Authority, utilize excellent conflict resolution skills to conduct internal mediations. The contractor will be a Chartered Mediator.



The contractor will collaborate with the Project Authority to brand and promote the Ombuds services, and to provide input into the Ombuds page on the CER's internal web-site.

The contractor will collaborate with the Project Authority for the delivery of monthly learning sessions, identifying appropriate topics and preparing a schedule. Learning sessions are to be delivered in-person in the Calgary office, with employees located in the Regional offices and other centres participating via video-conference or webcast. The contractor will have capacity to deliver learning sessions in either English or French, as required.

The contractor will, when requested, provide facilitation services, in support of group or team development.

The contractor will also be expected to provide the CER with semi-annual written reports as defined herein on activities that take place with regard to the Ombuds services provided. The Ombuds will be expected to apply exceptional interpersonal and communication (oral and written) skills, basic principles of Ombudsmen, analytical and problem solving skills, and conflict resolution concepts.

All contact with the CER will be through the Project Authority. The Project Authority should be notified if there are any issues related to the delivery of service or if there is a serious situation requiring the attention of the Vice President, People and Workforce Supports, who is accountable for a respectful workplace at the CER.

3.2. Deliverables and Acceptance Criteria:

The contractor will provide a semi-annual written report. Other activity reports would be provided as requested. This report which will preserve the confidentiality of employees will summarize activities and services provided to the date of report and contain as a minimum:

- Number of employees accessing the service
- Nature of complaints
- Average number of hours to resolution
- Action taken by contractor
- Analysis of trends
- Recommendations for management

The contractor is required to have systems, practices and codes of conduct in place to maintain required confidentiality regarding an employee's individual/personal access of the Ombuds services. It is understood that the need to maintain confidentiality does not apply in cases where disclosure of information, as may be necessary as required by law or code of professional conduct or according to the current Respectful Workplace and Violence Prevention Policy. Where required, the Contractor is to contact the CER Coordinator in such cases.

3.3. Support Provided by the CER:

The CER will provide the Ombuds with access to CER premises for the purposes of conducting learning sessions, group facilitations and mediations. Upon request, the CER may provide the Ombuds with organizational data including organizational charts and employee contact information.

3.4. Timeframe and Delivery Dates:

Services are required as a minimum during normal core business hours Monday through Friday 8:00 a.m. to 4:00 p.m. MST/MDT. Arrangement for discussions can be made outside of regular hours if mutually agreeable to the Contractor and the client. It is expected that Ombuds services will be provided via telephone or other electronic means and by face-to-face meetings on or around the CER premises if appropriate. All learning sessions shall take place on premises provided by the CER.



The billing procedure is such that services are to be itemized but without any personal employee information contained on the invoice. The Contractor will be required to provide a statutory declaration on an annual basis, at the end of each contract year, certifying that the billings submitted to the CER are for services provided to CER employees in accordance with CER contractor contract or for services authorized by the CER.



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:

Name and Resource Level: All Inclusive Fixed Hourly Rates

Senior Ombuds: _____	\$ _____
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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 Option Period No.1

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:

Name and Resource Level: All Inclusive Fixed Hourly Rates:

Senior Ombuds: _____	\$ _____
----------------------	----------

Total Estimated Cost of Professional Fees: \$ TBD.



B-2 Option Period No.2

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:

Name and Resource Level: All Inclusive Fixed Hourly Rates

Senior Ombuds: _____	\$ _____
----------------------	----------

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 an hour, the all- inclusive fixed hourly rate must be prorated to reflect the actual time worked.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(next four pages)

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**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		2. Branch or Directorate / Direction générale ou Direction	
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			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		No Non	Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		No Non	Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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)		No Non	Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		No Non	Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		No Non	Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			

Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion Not releasable À ne pas diffuser Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information					
PROTECTED A PROTÉGÉ A		NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A	
PROTECTED B PROTÉGÉ B		NATO RESTRICTED NATO DIFFUSION RESTREINTE		PROTECTED B PROTÉGÉ B	
PROTECTED C PROTÉGÉ C		NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL		NATO SECRET NATO SECRET		CONFIDENTIAL CONFIDENTIEL	
SECRET SECRET		COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET SECRET	
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

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

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS			
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Non	Yes Oui	
If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	No Non	Yes Oui	

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	No Non	Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Non	Yes Oui
PRODUCTION		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	No Non	Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)		
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	No Non	Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Non	Yes Oui

Security Classification / Classification de sécurité
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PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC							
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret		
											A	B	C					
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? No Yes
Non Oui
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE?

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

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
Non Oui
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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



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ANNEX "D"

PRICING SCHEDULE

Pricing Schedule – Contract period		
Category and Name of Proposed Resource	Hourly Rate (\$)	Total
Senior Ombuds:		TBD
Total (A)		TBD

Pricing Schedule – Option period 1 of the Contract – One (1) Year		
Category and Name of Proposed Resource	Hourly Rate (\$)	Total
Senior Ombuds:		TBD
Total (B)		TBD

Pricing Schedule – Option period 2 of the Contract – One (1) Year		
Category and Name of Proposed Resource	Hourly Rate (\$)	Total
Senior Ombuds:		TBD
Total (C)		TBD

Total bid price: Total (A+B+C)		\$	TBD
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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 an hour, the all- inclusive fixed hourly rate must be prorated to reflect the actual time worked.
- iii. There will be no travel or living expenses paid under the contract.