



**RETURN BIDS TO:**

Canadian Energy Regulator  
Suite 210, 517 Tenth Avenue SW  
Calgary, AB, Canada T2R 0A8  
Bid Email: [proposals.propositions@cer-rec.gc.ca](mailto:proposals.propositions@cer-rec.gc.ca)

**REQUEST FOR PROPOSAL**

**Comments**

This documents contain no security requirement.

**Proposal To: Canadian Energy Regulator**

We hereby offer to sell to Canadian Energy Regulator, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

<b>Title</b>		
Pre-Retirement Workshop Sessions		
<b>Solicitation No.</b>	<b>Date</b>	
84084-21-0020	November 30, 2021	
<b>Solicitation Closes</b>	<b>Time Zone</b>	
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Standard Time (MST)</b>
<b>on</b>	<b>December 17, 2021</b>	
<b>F.O.B.</b>		
<b>Plant:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/>	<b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>		
Carol Hambleton		
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>	
	<b>Carol.Hambleton@cer-rec.gc.ca</b>	
<b>Destination – of Goods, Services, and Construction:</b>		
See herein		

**Instructions:** See Herein

<b>Delivery required</b>	<b>Delivery offered</b>
See Herein	
<b>Vendor/firm Name and Address</b>	
<b>Telephone No.</b>	
<b>E-mail</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	
<b>Signature</b>	<b>Date</b>



## **High Complexity Bid Solicitation and Resulting Contract**

### **PART 1 - GENERAL INFORMATION**

#### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form, Covid-19 .

#### **1.2 Summary**

- 1.2.1 The objective of this requirement is to provide accurate detailed information on the Public Services Superannuation Plan (PSSP) as well as other relevant benefits that employees are entitled to presently and in retirement for CER employees.

Contract period will be for one (1) year with two (2) one-year option periods.

- 1.2.2 There is no security associated with this requirement.

- 1.2.4 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification – Annex "D" as part of the bid will render the bid non-responsive.

#### **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.

2.1.1 The **2003** (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions (**2003**) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSAs), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

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

Delete: 60 days

Insert: 180 days

### **2.2 Submission of Bids**

Bids must be submitted only to Canadian Energy Regulator (CER) by email to [proposal.propositions@cer-rec.gc.ca](mailto:proposal.propositions@cer-rec.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Canadian Energy Regulator (CER) will not be accepted.

All emailed bids must be received before the bid closing date and time. Any email received after the bid closing date and time will not be accepted. Bidders should note the file attachment size limit is 10MB

### **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:

- 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;
- 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than *three (3) calendar days* before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be provided as separate attachment per following sections:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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 "Price Proposal" in Annex "F".

##### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III: Certifications**

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



## **Section IV: Additional Information**

### **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, "financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Carol A. Hambleton will evaluate the bids.

##### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "E".

#### **4.2 Basis of Selection**

##### **4.2.1 SACC Manual Clause A0027T, Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 30 points.
2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.55	92/135 x 60 = 40.88
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.55	80.88
<b>Overall Rating</b>		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.

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached as Annex "D", to this bid solicitation, to be given further consideration in this procurement process.

This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

**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 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. There are no security requirements associated with this requirement.

## **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 perform the Work in accordance with the Statement of Work at Annex "A".



## **7.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### **7.1.2.1 Task Authorization Process**

1. The *Project Authority* will provide the Contractor with a description of the task using the Task Authorization form specified in Annex "C".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **7.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations**

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

## **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.



---

**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

**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**

**2035 (2020-05-28)**, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**7.2.2 Supplemental General Conditions**

**New SACC Manual Clause 4013 (2021)**, Supplemental General Conditions - Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

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

**New SACC Manual Clause 4014 (2021)**, Supplemental General Conditions – Suspension of Work, apply to and form part of the Contract.

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) *[insert section entitled "Default by the Contractor"]* \_\_\_\_\_ or *[insert section entitled "Termination for convenience"]* \_\_\_\_\_ of general conditions \_\_\_\_\_.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**7.3 Security Requirements**

There is no security associated with this Contract.



**7.4 Term of Contract**

**7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to XX, XXXX, 2022 inclusive.

**7.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7.5 Authorities**

**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Carol A. Hambleton  
Title: Senior Procurement Consultant  
Organization: Canadian Energy Regulator  
Accounting and Procurement  
Address: 517 Tenth Avenue SW, Suite 210  
Calgary, Alberta  
T2R 0A8

E-mail address: [Carol.Hambleton@cer-rec.gc.ca](mailto:Carol.Hambleton@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 (to be filled at award)**

The Project Authority for the Contract is:

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 (to be filled at award)**

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**7.6 Payment**

**7.6.1 Basis of Payment**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the "limitation of expenditure" specified in the authorized task authorization. Custom duties are "excluded" and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**7.6.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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



---

### **7.6.3 Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

### **7.6.4 Electronic Payment of Invoices – Contract**

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

- a. Direct Deposit (Domestic and International);

### **7.6.5 Discretionary Audit**

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

### **7.6.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **7.7 Invoicing Instructions**

- a) The Contractor is required to provide the Project Authority with an invoice identifying the following information:
  - i. Task Authorization number;
  - ii. Names of Resources;
  - iii. Number of days and number of sitting hours/day;
  - iv. Simple breakdown of Work
  - v. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b) 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.



- c) Invoices must be distributed as follows:

**<<insert the Project Authority email, prior to award>>**

## **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 general conditions **2035 (2020-05-28)**, General Conditions - Higher Complexity – Services;
- (c) the supplemental conditions **4013 (2021)**, General Supplemental Conditions – Compliance with on-line site measures, standing orders, policies and rules;  
the supplemental conditions **4014 (2021)**, General Supplemental Conditions - Suspension of Work
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Task Authorization Form;
- (g) Annex D, COVID-19 Vaccination Requirement Certification;
- (h) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "* \_\_\_\_\_ *" or "* \_\_\_\_\_ *" as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)).*

### **7.11 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



---

## ANNEX "A"

### STATEMENT OF WORK

#### Pre-Retirement Planning Training

##### 1. Background

Since 2015 it has been the responsibility of all government departments and agencies to provide all Public Servants in their organization the required pre-retirement sessions prior to their retirement date.

The Canada Energy Regulator (CER) has approximately 500 Public Servants within the Agency in three (3) offices, Vancouver, Calgary and Montreal.

##### 2. Objective

The objective of this requirement is to provide accurate detailed information on the Public Service

Superannuation Plan (PSSP) as well as other relevant benefits that employees are entitled to presently and in retirement for CER employees.

##### 3. Requirement

The CER requires a Bilingual Senior Pre-Retirement Planning Trainer to provide a minimum of 2X two (2) day virtual or in-person training sessions throughout the year (one (1) in Spring and one (1) in the Fall) to approximately 30 CER employees with or without their spouses to enable CER employees, including their spouses, to properly prepare for retirement.

##### 4. Tasks

The Consultant will be required to provide all of the following tasks in the training sessions:

- 4.1. Establish a PowerPoint presentation and Workbook for distribution by the PA prior to training session;
- 4.2. Provide PowerPoint presentation and Workbook electronically to the PA for review and approval prior to first training session;
- 4.3. Provide information associated with the PSSP and other government information associated for a retiring Public Servant;
- 4.4. Provide professional information to CER employees to enhance their knowledge and understanding of the financial and lifestyle aspects of retirement;
- 4.5. Provide translation of a question(s) and response(s) that is posed in either official language, should it be posed that is the language of the majority of the candidates in the training session;
- 4.6. Provide tools to plan for a successful retirement; such as exercises that that will be thought provoking and allow them to question what they need for the future, such as, financially, "Will I have enough financially to retire? Or psychological, "What will I do for intellectual stimulation during retirement?";
- 4.7. Workbook will have the following information:
  - 4.7.1. All PowerPoint slides with sufficient space for notes;
  - 4.7.2. Various tools and exercises to apply/reinforce learning;





- 4.7.3. Action planning documents;
- 4.7.4. Checklist to support creating action plans;
- 4.7.5. Reference and resource information or links;
- 4.7.6. Pre-Workshop Financial Questionnaire.

**5. Deliverables**

- 5.1. Written material must be provided in a compatible application to Microsoft, Word 2009 or newer;
- 5.2. Presentation material must be provided in compatible application to Microsoft, PowerPoint or newer; and
- 5.3. Meetings and presentations will be provided through either MS Teams or Zoom.

**6. Milestones**

Training Sessions	Sessions to be Delivered in;
Spring Session	March – April
Fall Session	September - October

**7. Work Location and Hours**

- 7.1. Contractor must be available between the core work hours of 07:00 to 18:00 Mountain Time, Monday to Friday.

**8. Language**

All sessions will be conducted in either French or English.

**9. Constraints**

- 9.1. Contractor will be required to provide Covid-19 Vaccination Certification, should Contractor and/or Contractor's Resources;
- 9.2. Transportation between the Contractor's office and CER locations are the responsibility of the Contractor and the Contractor's Resources. CER will not be held accountable for insurance or reimbursement for any travel;
- 9.3. Decisions concerning revision or definition of policy or platform, as well as contractual obligations and requirements, are excluded from the Contractor services. The Resource must limit themselves to providing comments and recommendations only to the Project Authority (PA) or designated CER personnel on the issues associated in the SoW;
- 9.4. The Contractor and Contractor's Resource(s) providing the services must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada;
- 9.5. During the performance of the Contract, the Contractor or Contractor's Resource(s) must not direct any agencies, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;



- 
- 9.6. At all times during the provision of the required services, the Resource(s) is not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g., total value of contract(s) awarded);
  - 9.7. All correspondence, either initiated by the Resource(s) or by any section of CER, must be submitted to the PA. Correspondence is defined as records of conversations or decisions as well any written correspondence in any format;
  - 9.8. The Contractor and the Contractor's Resource(s) must ensure that, at all times, they do not use the Government of Canada or the Client Agency designations, logos or insignias on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads other to perceive the Contractor or the Contractor's Resources as being an employee of Canada; and
  - 9.9. Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contract Authority (CA).

#### **10. Responsibility of the Contractor**

The Contractor responsibilities are as follows:

- 10.1. Contractor will be responsible to accept or recommend new dates in an email, within two (2) calendar days from receipt of the PA request, should the Contractor not be available on the dates provide by the PA;
- 10.2. Contractor will be responsible for all travel arrangements to and from Calgary, Alberta;
- 10.3. Contractor will be responsible to providing the Presentation and Workbook to the PA at minimum (2) days prior to the training sessions;
- 10.4. For all Human Resources and Disciplinary Action for their Resources for the duration of the Contract;
- 10.5. For the immediate removal of any Resource, upon the request of the PA or CA;
- 10.6. For providing a Secondary Resource at the request of the PA, should the Primary not be available for a period of five (5) days or more or unable to further provide the training session; and
- 10.7. To contact the CA, and only the CA, for any contractual issues concerning the Task Authorization Contract and/or Task Authorization.

#### **11. Responsibility of the Resource**

- 11.1. To send in writing to both the Contractor and the PA if they are unavailable to commence work if the Work is required to be conducted; and
- 11.2. Provide Vaccination Certification upon entering any CER facility.

#### **12. Responsibility of the CER**

- 12.1. PA will provide required training dates to the Contractor within one (1) month prior to the required training sessions;
- 12.2. PA will provide a list of candidates one (1) week prior to the commencement of the training session;
- 12.3. PA will provide a link via email to the Contractor for any virtual training sessions;



- 
- 12.4.PA will provide a training facility equipped with audio/visual capabilities for any in-person training sessions;
  - 12.5.PA will accept or decline any replacement resources in writing to the Contractor within two (2) days of training sessions;
  - 12.6.PA will be responsible for notifying the CA immediately of any disciplinary issues regarding the Contractor's Resource;
  - 12.7.CA will be responsible to immediately notifying by phone and then by a follow-up in writing via email to the Contractor of any non-urgent disciplinary issues; and
  - 12.8.CER will be responsible for the immediate removal of the Contractor's Resource should there be an issue with safety to CER Employees and/or CER Resources and/or property. CA will immediately notify by phone and follow-up in writing via email to the Contractor for the reason(s) and circumstance(s) of the immediate removal of the Contractor's Resource.

### **13. Travel**

- 13.1 Only travel associated with this Contract will be to Calgary Alberta; and
- 13.2 Contractor will be reimbursed of all travel expenditure under the National Joint Council Travel Directive. <https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-127>



**ANNEX “B”**

**BASIS OF PAYMENT**

Each Task Authorization will have an overall fixed fee based on the scale firm price per participant identified below. (SFPPP **plus** # of Participant **equals** overall cost of TA)

Minimum of two (2) sessions are required per year. Additional session will be requested on a TA.

<b>Initial Contract Period</b>	
<b>From: XXX XX, 2021</b>	<b>To XXX XX, 2022</b>
<b>Scaled Firm Price Per Participant</b>	
<b>In-Person</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
<b>Virtual</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX

<b>Option Period 1</b>	
<b>From: XXX XX, 2022</b>	<b>To XXX XX, 2023</b>
<b>Scaled Firm Price Per Participant</b>	
<b>In-Person</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
<b>Virtual</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX



Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
---	----------

<b>Option Period 2</b>	
<b>From: XXX XX, 2023</b>	<b>To XXX XX, 2024</b>
	<b>Scaled Firm Price Per Participant</b>
<b>In-Person</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
<b>Virtual</b>	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX

Travel and Accommodation Expenses:

Reimbursement of all travel expenditure under the National Joint Council Travel Directive.  
<https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-127>



**ANNEX "C"**

**TASK AUTHORIZATION FORM**

TASK AUTHORIZATION		
Contract Number: _____		
Financial Coding: _____		
Date: _____		
<b>TA Request (For completion by Technical Authority)</b>		
<p><b>1. Description of Work to be Performed</b></p> <p style="text-align: center;"><b>Statement of Work</b> [Insert details]</p> <p style="text-align: center;"><b>Description of any Deliverable(s) required</b></p>		
Task Start Date: _____		Task End Date: _____
Is Travel Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Fixed Price <input type="checkbox"/>	\$ _____	
<b>7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>		
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other		
<b>8. BILINGUALISM (if applicable)</b>		
<input type="checkbox"/> YES		<input type="checkbox"/> NO
List of the categories of personnel		
<b>TA Proposal (For completion by Contractor)</b>		
<b>9. Estimated Cost Contract</b> <Insert additional rows as required>		
<b>Firm Unit Rate</b>	<b>Estimate d # of hours or days</b>	<b>Total cost</b>
<b>Total Labour Cost</b>		
<b>GST/HST (if Applicable)</b>		
<b>Travel &amp; Living Cost</b>		
<b>Overall Task Total Cost</b>		<b>&lt;TBD&gt;</b>
<b>TA Approval</b>		



<b>10. Signing Authorities</b>	
Name, Title and Signature of Individual Authorized to Sign on Behalf of <b>Contractor</b> [type or print]	<b>Contractor</b>
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <b>CER</b>	<b>CER – Technical Authority</b>
Name, Title and Signature of Individual Authorized to Sign on Behalf of <b>CER</b>	<b>CER- Contracting Authority</b>
<b>11. Basis of Payment &amp; Invoicing</b>	
<p>In Accordance with the article entitled “Basis of Payment” in the Contract.</p> <p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>	
<b>* Conflict of Interest</b>	
<p>The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector (2011), shall derive any direct benefit from this Contract.</p> <p>The Contractor agrees to maintain financial independence from CER regulated companies and, for the duration of a Contract, agrees to:</p> <ul style="list-style-type: none"> <li>• Maintain confidentiality in all work conducted for the CER;</li> <li>• Maintain the independence of its staff working on CER projects from its staff who may be working for CER regulated companies on other projects;</li> <li>• Not represent or work for parties or participants involved in any CER proceeding (including the applicant or interveners) if it has been contracted by the CER to provide services on said proceeding.</li> <li>• Disclose any conflict of interest.</li> </ul>	



**Annex “D” – COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.





---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Optional***

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



### **ANNEX “E” Bid Evaluation Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



Criterion ID	Mandatory Criteria	Information to be provided
<b>M1</b>	Bidder must provide an example of a pre-course workshop curriculum or agenda, showing the different information being provided to participants in regards to pre-retirement.	A example of pre-course workshop curriculum or agenda.
<b>M2</b>	Bidder must provide a detailed curriculum vitae of all proposed Resources.	A copy of the all Resources curriculum vitae.
<b>M3</b>	Bidder must provide two (2) Federal Government References for pre-retirement session that have been provided in the last five (5) years.  <b>**CER cannot be a reference for this requirement.**</b>	Required information: 1) Name 2) Department 3) Email Address (must be a federal email and not a private one)
<b>M4</b>	Bidder and/or Bidder's Resources must be able to provide pre-retirement sessions in either French or English.  Oral interview will consist of questions concerning Pre-Retirement and knowledge of the Public Servant Superannuation Plan.	Oral interview will be established to confirm that the Bidder and/or Bidder's Resource can speak French and/or English

**POINT RATED TECHNICAL CRITERIA**

The criteria contained herein will be used by CER to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. CER's assessment will be based solely on the information contained within the proposal. CER may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) required for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
<b>Pre-Planning Retirement Consultant</b>			



R1.1	The Bidder should clearly demonstrate that the Bidder and/or Proposed Resource has a minimum of five (5) years' within the last ten (10) years with experience as a pre-planning retirement service that adhere to the Public Servant Superannuation Plan.	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Name and description of client organization;</li> <li>Description of Work provided;</li> <li>Timeframe (from to dates);</li> </ul> <p>*One Current Federal Reference (Name, phone number and email address</p>	<p>Allocation of Points:</p> <p>Five (5) years' experience - <b>5 points</b></p> <p>More than five (5) years' experience - <b>10 points.</b></p> <p><b>Maximum points for Criteria – 10 points.</b></p>
R1.2	<p>Bidder and/or Bidder's Resource should clearly demonstrate that they or one of their Resources hold one or more of the following Certifications:</p> <ol style="list-style-type: none"> <li>Certified Financial Planner</li> <li>Chartered Financial Consultant</li> <li>Certified Public Account designation</li> </ol>	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Institution certification issued;</li> <li>If applicable certification #;</li> <li>Date of issuance of certification;</li> <li>If applicable expiration date.</li> </ul>	<p>Allocation of Points:</p> <p>Three (3) points for each certification provided.</p> <p><b>Maximum points for Criteria – 9 points.</b></p>
R1.3	Bidders should clearly demonstrate that the Bidder and/or the Bidder's Resource(s) have provide a minimum of 15 pre-retirement sessions that adhere to the Public Servant Superannuation Plan within the last five (5) years.	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Name and description of client organization;</li> <li>Description of Work provided;</li> <li>Timeframe (from to dates);</li> </ul> <p>*One Current Federal Reference (Name, phone number and email address</p>	<p>Allocation of Points:</p> <p>15 sessions - <b>5 points</b></p> <p>16 sessions - <b>10 points.</b></p> <p>17 sessions – <b>15 points</b></p> <p>18 session – <b>20 points</b></p> <p>19 sessions – <b>25 points</b></p> <p>20 or more sessions – <b>30 points.</b></p> <p><b>Maximum points for Criteria – 30 points.</b></p>



R1.4	Bidders should clearly demonstrate that the Bidder and/or Bidder's Resource(s) have provided up to a maximum two (2) pre-retirement session virtually.	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Name and description of client organization;</li> <li>Method of Delivery;</li> <li>Timeframe (from to dates);</li> </ul> <p>*One Current Federal Reference (Name, phone number and email address</p>	<p>Allocation of points:</p> <p>Two virtual sessions – two (2) points</p> <p>More than two (2) virtual– Four (4) points</p> <p><b>Maximum points for Criteria – 4 points.</b></p>
	Bidders should clearly demonstrate that the Bidder and/or Bidder's Resource(s) have provided up to a maximum two (2) pre-retirement session in -person.	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Name and description of client organization;</li> <li>Method of Delivery;</li> <li>Timeframe (from to dates);</li> </ul> <p>*One Current Federal Reference (Name, phone number and email address</p>	<p>Allocation of points:</p> <p>Two (2) in-person sessions – two (2) points</p> <p>More than two (2) in-person – Four (4) points</p> <p><b>Maximum points for Criteria – 4 points.</b></p>
	Bidders should clearly demonstrate that the Bidder and/or Bidder's Resource(s) have provided up to a maximum three (3) pre-retirement session with a combination of virtual and in-person.	<p>Information of details of project:</p> <ul style="list-style-type: none"> <li>Name and description of client organization;</li> <li>Method of Delivery;</li> <li>Timeframe (from to dates);</li> </ul> <p>*One Current Federal Reference (Name, phone number and email address</p>	<p>Allocation of points:</p> <p>Three (3) combination session – five (5) points</p> <p>More than three (3) combination session – 10 points.</p> <p><b>Maximum points for Criteria – 10 points.</b></p>
		Minimum Required Points	40 points
		Total Allocated Points	67 points



**ANNEX “F” PRICE PROPOSAL**

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid or each of the



periods specified below its quoted all-inclusive fixed hourly rate (in Can \$) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The Canada Energy Regulator will conduct financial evaluation against only technically compliant responsive bids proposing a per diem rate that falls between the Median minus 20% and the Median plus 20% for each category.

If a firm per hour rate for any given resource category is either lower than the established lower median band limit or higher than the established upper median band limit for that resource category, the bid will be declared non-compliant and will be given no further consideration.

**Establish the lower and upper median bands for the resource category.**

For the resource category, the contracting Authority will establish, the median band limits based on the firm per hour rates proposed by the technically responsive bids. The median will be calculated using the median function in Microsoft Excel (i.e. when the total number of responses is odd, the median is calculated as the middle number in the group when sorted by rate; when the total number of responses is even, the median is calculated as the average of the two numbers in the middle).

Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone number: (\_\_\_\_)\_\_\_\_-\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

Initial Contract Period	
From: XXX XX, 2021	To XXX XX, 2022
Scaled Firm Price Per Participant	
In-Person	



Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
Virtual	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX

<b>Option Period 1</b>	
<b>From: XXX XX, 2022</b>	<b>To XXX XX, 2023</b>
	<b>Scaled Firm Price Per Participant</b>
In-Person	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
Virtual	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX

<b>Option Period 2</b>	
<b>From: XXX XX, 2023</b>	<b>To XXX XX, 2024</b>
	<b>Scaled Firm Price Per Participant</b>
In-Person	
Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX
Virtual	





**Solicitation No. 84084-21-0020**  
**Pre-Retirement Training Services**

**Closing Date and Time:** December 17, 2021 – 14:00 MST

---

Pre-Retirement Workshop (with 1 to 30 candidates)	\$XXX.XX
Pre-Retirement Workshop (with 30 plus candidates)	\$XXX.XX

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Name and Title (please print)*



## ANNEX "G"

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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



<b>Solicitation No.</b> 84084-21-0046	<b>Closing Date and Time:</b> November 19, 2021 – 14:00 MST
<b>GBA plus &amp; EDI Consulting Services</b>	