

## RETURN SUBMISSIONS 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 STANDING OFFER

### Comments

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

### Proposal To: Canadian Energy Regulator

We hereby offer to sell to the 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>		
Indigenous Monitoring Services		
<b>Solicitation No.</b>	<b>Amendment No</b>	<b>Date</b>
84084-21-0200	03	2022-02-17
<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>2022-02-24</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>		
Frances Todd		
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>	
403-615-6137	Fran.todd@cer-rec.gc.ca	
<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>



### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension?

Yes

No

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 <a href="#">Contracting Policy Notice: 2019-01</a> and the <a href="#">Guidelines on the Proactive Disclosure of Contracts</a> .				
<b>Work Force Adjustment Directive</b>				
Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	Yes		No	
If so, the Offeror 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.				



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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the 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.

#### **5.1.2 Additional Certifications Required with the Offer**



**5.1.2.1 Set-aside for Aboriginal Business**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.

2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- i. The Aboriginal business has fewer than six full-time employees

**OR**

- ii. The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*),



and an Aboriginal person, as defined in <a href="#">Annex 9.4</a> of the <i>Supply Manual</i> entitled "Requirements for the Set-Aside Program for Aboriginal Business".	
2. I certify that the above statement is true and consent to its verification upon request by Canada.  _____	
Printed name of owner and/or employee	
_____	_____
Signature of owner and/or employee	Date



**5.1.2.3 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 call-up(s)  
issued against the Standing Offer resulting from this Request for Standing Offers 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 Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). 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 Standing Offer and call-up (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 any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.





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### 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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



**5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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



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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

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



## ANNEX "C"

### CRIMINAL RECORD CHECK REQUIREMENTS

#### for participation in the CER's Indigenous Monitoring Program for inspections of NGTL pipeline construction activities (NGTL IM Program)

1. The Indigenous Monitoring Contractor (Contractor) will ensure:
  - a. the primary person(s) representing the organization with a contract with the Canada Energy Regulator (CER) obtains a criminal record check, from their Police of Jurisdiction, such as the RCMP or municipal police service; and
  - b. that all potential Indigenous Monitors obtain a criminal record check from their Police of Jurisdiction.
2. The police may or may not take fingerprints as part of their standard criminal record check procedure. The police will send results of the criminal record checks to the Contractor, often within 24–48 hours.
3. The Contractor will obtain signed consent from the potential Indigenous Monitor allowing them to share a copy of the monitor's information with the CER's Personnel Screening Services.
4. The Contractor will review the criminal record checks and submit by email all documentation to the CER's Personnel Security Services (email: [SecurityScreening@cer-rec.gc.ca](mailto:SecurityScreening@cer-rec.gc.ca)).
5. If the Criminal Record Check has adverse information, the CER's Deputy Chief Security Officer (DCSO) or delegate, will discuss the situation with the Contractor. CER's DCSO, in consultation with the Contractor, will determine whether the individual is a suitable candidate for the NGTL IM Program.

A criminal record will not necessarily prevent an individual from participating in the NGTL IM Program; the context of the adverse information will be considered.

CER's DCSO may decide to speak directly to the individual, with or without the Contractor present, to receive further context on the results of the criminal record check.

6. CER's DCSO will provide the Contractor (and, if needed, any other federal regulator participating in the Indigenous Monitoring program) with a confirmation email to identify the individuals who have passed the criminal record check requirements.

CER will keep a central record of the criminal record checks the Contractors submit. Records will be retained for the duration of the individual's participation in the monitoring program.
7. All Indigenous Monitors are required to declare any new criminal charges to their Contractor and provide signed consent for the Contractor to disclose the adverse information to CER's DCSO. The Contractor will disclose any new information with CER's DCSO to assess the impact on the individual's security clearance, if any.

*The undersigned parties agree to follow the above process:*

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**Mark Power**  
Chief Security Officer  
Canada Energy Regulator

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**Barb van Noord**  
VP Systems Operations  
Canada Energy Regulator

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Contractor



**Annex G**

**COVID-19 Vaccination Requirement Certification Form (Single Contract)**

**Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to Contract  
\_\_\_\_\_ (*contract number*), warrant and certify that all personnel that  
\_\_\_\_\_ (*name of business*) will provide on this 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) as of November 15, 2021; 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 as of November 15, 2021 that have been presented to and approved by Canada;
- until such time that Canada indicates that the vaccination requirements of the Government of Canada's 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 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 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 "H"**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror 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);	
Large Value Transfer System (LVTS) (Over \$25M)	



**ANNEX "I"**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.	
A. Check only one of the following:	
A1. The Offeror certifies having no work force in Canada.	
A2. The Offeror certifies being a public sector employer.	
A3. The Offeror certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .	
A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.	
A5. The Offeror has a combined workforce in Canada of 100 or more employees; and	
A5.1 The Offeror certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.	
OR	
A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.	
OR	
B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)	