



Canadian Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: 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 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.

Title Professional Coaching and Leadership Development Services	
Solicitation No.	Date
84084-21-0157	2022-02-22
Solicitation Closes	Time Zone
at 02 :00 PM – 14h00	Mountain Standard Time (MT)
on 2022-03-11	
F.O.B. Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address inquiries to: Karen-Anne Deslandes	
Area code and Telephone No.	Facsimile No. / E-mail
613 790-7177	Karen-Anne.Deslandes@cer-rec.gc.ca
Destination – of Goods, Services, and Construction: See herein	

Instructions: See Herein

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



TABLE OF CONTENT

PART 1 - GENERAL INFORMATION..... 4

1.1 INTRODUCTION..... 4

1.2 SUMMARY..... 4

1.3 SECURITY REQUIREMENTS..... 5

1.4 DEBRIEFINGS 5

1.5 COVID-19 vaccination requirement

PART 2 - OFFEROR INSTRUCTIONS..... 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... 5

2.2 SUBMISSION OF OFFERS 5

2.3 FORMER PUBLIC SERVANT 6

2.3.1 DEFINITIONS 6

2.3.2 FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION..... 6

2.3.3 WORK FORCE ADJUSTMENT DIRECTIVE..... 7

2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS 7

2.5 APPLICABLE LAWS 7

PART 3 - OFFER PREPARATION INSTRUCTIONS..... 8

3.1 OFFER PREPARATION INSTRUCTIONS 8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 9

4.1 EVALUATION PROCEDURES 9

4.2 BASIS OF SELECTION 10

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS..... 15

6.1 SECURITY REQUIREMENTS..... 15

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES..... 16

A. STANDING OFFER 16

7.11 PRIORITY OF DOCUMENTS 19

7.11.1 CERTIFICATIONS AND ADDITIONAL INFORMATION 20

7.12 STATUS OF AVAILABILITY OF RESOURCES – STANDING OFFER 20

7.13 APPLICABLE LAWS 20

B. RESULTING CONTRACT CLAUSES 21

7.1 STATEMENT OF WORK..... 21

7.2 STANDARD CLAUSES AND CONDITIONS 21

7.3 TERM OF CONTRACT 22

7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 22

7.5 PAYMENT 22

7.6 INVOICING INSTRUCTIONS 23

7.7 INSURANCE 23

7.8 REPLACEMENT OF SPECIFIC INDIVIDUALS)..... 23

7.10 DISPUTE RESOLUTION 24

ANNEX A..... 25

ANNEX "B" 28

BASIS OF PAYMENT 28



ANNEX "C"	31
TO PART 3 OF THE REQUEST FOR STANDING OFFERS	35
ELECTRONIC PAYMENT INSTRUMENTS	35
ANNEX E	36
TO PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	36
ANNEX "D"	45
MANDATORY FINANCIAL CRITERIA	45
ANNEX "F" CONFLICT OF INTEREST	48
APPENDIX 1 - CONFIDENTIALITY AGREEMENT	51



PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

This requirement for the Standing Offer is to provide Professional Coaching and Leadership Development Services to the Canada Energy Regulator, Calgary, Alberta, Canada on an as and when requested basis.

The period of the resulting Standing Offer will be from date of issuance for five (5) years.

It is Canada's intention to issue **up to six (6)** Standing Offers in the 2 Streams as identified below

Streams	Description
Stream 1	Coaching Services
Stream 2	Leadership Development Services, with an Indigenous focus

Bidder's must be able to perform the work as described in the statement of work in Stream 1 or Stream 2. Bidders must identify which Stream they are bidding on in the bid response



Canada will award to up to two 6 Standing offers for the work identified in streams 1 and Stream 2

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 COVID-19 vaccination requirement

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: **180** days

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and /or Rates applies and forms part of this solicitation

2.2 Submission of Offers

Offers must be submitted only to the Canada Energy Regulator (CER) proposals.propositions@cer-rec.gc.ca Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.



Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CER will not be accepted.

Offers who choose to submit their bids by email should note the file attachment size limit is 35MB. All emailed Bids must be received before the bid closing date and time indicated on page 1 of the bid solicitation. Any email received after the bid closing time will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

2.3.1 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.

2.3.2 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 Work Force Adjustment Directive

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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **5 calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms



- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted. And requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Bid one PDF copy by email

Section II: Financial Bid one PDF copy by email

Section III: Certifications one PDF copy by email only

Section IV: Additional Information one PDF copy by email only to

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

Failure to submit a bid with a separate financial offer will render the bid non-compliant.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer



In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Annex E, Technical Evaluation Requirements

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Annex E, Technical Evaluation Requirements

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation (Step 3)

The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.



4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Annex B – Basis of Payment.

4.1.2.1 The Bidder must submit its financial bid in accordance with Annex B – Basis of Payment.

The proposed firm all-inclusive hourly labour rates must include all Contractor overheads, G&A, profit, if any. Furthermore, the proposed firm all-inclusive hourly labour rates must include any and all overtime payments which the Contractor makes, or is obligated to make, to its personnel or subcontractors. Any and all labour costs billable under the call up must be in accordance with the basis of payment for the call up and based solely on the labour rates proposed by the Bidder under Annex B –Basis of Payment.

The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.

The Total Extended Prices for each year for each resource category will be added together to obtain the Total Evaluated Offer Price.

For financial evaluation purposes, the total price for each resource category of Table 1 + 2 + 3 will be used.

The quantities as shown in Annex “B” are estimated usages and for evaluation purposes only and will not form part of the final Contract

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.2 The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.

4.1.2.3 The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

4.2 Basis of Selection Highest Combined Rating of Technical Merit and Price

4.2.1. 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 points specified for each criterion for the technical evaluation, and
- d. obtain the required minimum of

60 points - Stream 1 - Professional Coaching Services
30 points - Stream 2 - Leadership Development

overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of Stream 1 – Professional Coaching Services 100 points
Stream 2 – Leadership Development Services 55 Points

4.2.2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.



- 4.2.3. 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.
- 4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7. 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
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

- 4.2.8. It is Canada' intention to issue up to two (6) Standing Offers per technical category. If bidder has the highest combined rating of technical merit and price for more than one technical category, then all the technical categories for that specific bidder will be in one Standing Offer.
- 4.2.9. If more than one (1) responsive offer has been received, the Standing Offers will be issued as follows:



- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose offer with the highest combined Rating of Technical Merit and Price
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror whose offer with the second highest combined Rating of Technical Merit and Price.

4.2.10. If only one (1) responsive offer is received, one (1) Standing Offer will be authorized for use.

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.

5.1.1 Covid-19 Vaccination Requirement Certification

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.



5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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 procurement agreement of the [Integrity 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.

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/programs/employment-equity/federal-contractor-program.html#s4) 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.

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.

Signature: _____

Date: _____



5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____

Date: _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

6.1.1. At the Request for Standing Offers closing date, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

6.1.2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

No specific Insurance requirement



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirement (SRCL) and related clauses provided by the [Contract Security Program](#) apply and form part of the Contract:

7.2.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.

7.2.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

7.2.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.2.1.5 The Contractor/Offeror must comply with the provisions of the:

- a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b. Industrial Security Manual (Latest Edition).

7.2.2.6 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Supplemental General Conditions

4013- (2021-10-28) - Supplemental General Conditions – Compliance with On-site Measures

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



4014 – (2021-10-28) - Supplemental General Conditions – Stop Work Order

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) [2010B 24 \(2014-09-25\) Default by the Contractor](#) of general conditions [2010B \(2016-04-04\)](#).
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.

A3080T – (2021-10-28) - COVID-19 Vaccination Requirement

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

A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,

In accordance with the all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached 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.

A3015C – (2014-06-26) – Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance for five (5) years.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)



The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Karen-Anne Deslandes
Procurement Services
Canada Energy Regulator
517-10th Avenue SW
Calgary, AB, T2R 0A8

E-mail address: karen-anne.deslandes@cer-rec.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (insert at contract award)

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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

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

7.5.3 Offeror's Representative (To be filled in by Offeror)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants



By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension., the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Canada Energy Regulator (CER).

7.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the best fit offeror based on the requirement to determine if the requirement can be satisfied by that offeror.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

7.9.1 Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.9.2 Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

PWGSC-TPSGC 942 Call-up Against a Standing Offer

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 call up against the Standing Offer, including any annexes
- b) the articles of the Standing Offer
- c) the General Conditions [2006 \(2020-05-28\)](#) - General Conditions - Standing Offers - Goods or Services
- e) the Supplemental General Conditions

- a) A3080T – (2021-10-28) - COVID-19 Vaccination Requirement
- b) A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,
- c) A3015C – (2014-06-26) – Certifications

- d) Annex A, Statement of Work
- e) Annex B, Basis of Payment
- f) Annex C, Security Requirements Check List
- g) Annex H, Covid-19 Vaccination Requirement Certification
- h) Annex I, Conflict of Interest Form
- l) Attachment 1 – Bid Submission Form
- j) Attachment 2 – Confidentiality Agreement
- k) the Offeror's offer dated _____ (*insert date of offer*)



7.11.1 Certifications and Additional Information

7.11.2 Compliance with Certification – Standing Offers

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.11.3 SACC Manual Clauses

[M3020C \(2016-01-28\) Status of Availability of Resources - Standing Offer](#)
[M3082T: COVID-19 vaccination requirement certification compliance - Standing Offers.](#)

7.12 Status of Availability of Resources – Standing Offer M3020C (2016-01-18)

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 is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

The general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4013- (2021-10-28) - Supplemental General Conditions – Compliance with On-site Measures

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

4014 – (2021-10-28) - Supplemental General Conditions – Stop Work Order

4. 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) [2010B 24 \(2014-09-25\) Default by the Contractor](#) of general conditions [2010B \(2016-04-04\)](#).
5. 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.
6. 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.



A3080T – (2021-10-28) - COVID-19 Vaccination Requirement

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

A3081T – (2021-10-28) - COVID-19 Vaccination Policy for Supplier Personnel,

In accordance with the all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached 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.

A3015C – (2014-06-26) – Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer from date of contract award to XXXXX (to be inserted at contract award)

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ as indicated in Call-up. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

7.5.3 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment



7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card
- b. MasterCard Acquisition Card
- c. Direct Deposit (Domestic and International)
- d. Electronic Data Interchange (EDI)
- e. Wire Transfer (International Only)
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

7.6.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by a copy of call up against SO and any other documents as specified in the result of Contract

7.6.2. Invoices must be distributed as follows:

- a). The original and one (1) copy must be forwarded to the Project Authority at the address shown in section 7.5.2 for certification and payment.

7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

7.8 Replacement of Specific Individuals A7017C (2008-05-12)

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



7.10 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

Professional Coaching and Leadership Development Services

1. SCOPE

- **Objective:**

The objective of this requirement is to obtain one or more Contractor(s) to provide CER employees with immediate access to professional coaching and/or leadership development services for development or performance management purposes. The CER is committed to supporting the development of its leaders, teams and employees through the provision of professional coaching and/or leadership development services. This includes, but is not limited to, a specific focus of ensuring leadership development services are provided by Indigenous service providers, with a focus on Indigenous leadership perspectives.

For clarity, proponents can apply for either or both parts outlined below in the scope of work.

- **Background:**

The CER's mission aligns with our enabling legislation, the *Canadian Energy Regulator Act (CER Act)*: Regulating infrastructure to ensure safe and efficient delivery of energy to Canada and the world, protecting the environment, recognizing and respecting the rights of the Indigenous peoples of Canada, taking meaningful steps towards Reconciliation, and providing timely and relevant energy information and analysis.

2. REQUIREMENT

2.1. Scope of Work:

The Contractor(s) will provide either, or both, of the services outlined below in Parts A and B.

For both services identified in Parts A and B, work must be delivered in either Official Language (English or French). However, a proponent that is able to provide bilingual services will be considered an asset. For the purposes of this SOW, 'bilingual services' means services provided in either: both Official Languages; or in one of the Official Language *and* an Indigenous language(s).

STREAM 1: Coaching Services

Contractor(s) will provide one-on-one coaching to leaders and non-leaders, including but not limited to:

- An initial orientation to learn more about the individual to be coached, their position, and to describe the coaching process
- Determination of competency areas to focus on during the coaching process
- One-on-one, in person or telephone coaching sessions, as agreed to, focusing on competency areas requiring development.
- Individual coaching sessions will normally be limited to six (6) sessions; however, additional sessions may be approved by the employee's leader, in consultation with the Project Authority.
- Facilitating group coaching to improve team effectiveness.
- Interacting with employees regarding issues around disability, Indigeneity, racial diversity,



LGBTQ2+, etc. CER employees therefore need to have appropriate services available that meaningfully support their intersectional identities

- Utilizing assessment tools, such as 360 Feedback, Myers Briggs Type Inventory, Insights, Strengths Deployment Inventory, DiSC Personal Assessment tool, or other, when appropriate in group and individual coaching, including administration and debrief on results.

STREAM 2: Leadership Development Services, with an Indigenous focus:

The required leadership development services may include, but are not limited to:

- Analyzing executive/manager leadership skills strengths and weaknesses
- Developing leadership improvement programs
- Designing and facilitating coaching/mentoring sessions
- Establishing and facilitating forums and workshops for managers to share leadership experiences and challenges
- Designing, developing and implementing mentorship programs
- Conducting reviews and developing implementation strategies
- Developing information sessions
- Providing mentoring and coaching assistance
- Developing talent management and succession readiness strategies
- Developing target workshops that helps managers become sponsors or agents of change and how to use effective communication as a change tool
- Conducting benchmarking exercises
- Developing key functions concepts for succession planning

In addition, the Contractor(s) providing the Leadership Development services will be able to provide the above services with an Indigenous perspective, using Indigenous models, they will also:

- Provide culturally appropriate services for Indigenous employees.
- Provide leadership development with an Indigenous lens, for Indigenous and non-Indigenous employees.
- Council leaders on how to better lead Indigenous employees, and mediate or resolve conflicts involving Indigenous employees in culturally appropriate way(s).

2.2. Tasks

Tasks of the Contractor(s) providing leadership development and/or coaching services to individuals and/or teams may include, but is not limited to:

- Meeting with individuals and/or teams to establish objectives and develop a strategy to achieve those goals.
- Determining CER competency areas to focus on during the process
- One-on-one, in person or telephone coaching sessions, as agreed to, focusing on competency areas requiring development.
- Provide tools and resources to enable individuals to meet established goals
- Utilizing assessment tools to gain client self-awareness

Individual coaching sessions will normally be limited to six (6) sessions; however, additional sessions may be approved by the employee's leader, in consultation with the Project Authority.

2.3. Deliverables and Acceptance Criteria:

Deliverables will be dependent on the services provided and may be dependent on the reasons the services are being requested (e.g., team building vs. coaching an employee for performance management purposes). Deliverables may include, but are not limited to:



- Reporting to employee(s)' leaders on participation, attendance, etc.
- Reporting on progress of employee(s) participating
- Written reports in email, by word format only, etc.
- Leadership development reports.

Deliverables required will be outlined by the Project Authority in advance, and timelines for submitting the deliverables will be mutually agreed to by Contractor(s) and Project Authority prior to commencing the services in question.

2.4. Constraints

- Services must be available in at least one of Canada's official languages (either French or English)
- Services must be fully accessible (e.g., meet accessibility requirements outlined in the [Accessible Canada Act](#))
- All contact will be through the Project Authority
- The Contractor(s) will notify the Project Authority of any request prior authorization for unusual circumstances.

2.5. Travel

- Travel not anticipated, however if required, it must be agreed to beforehand and travel cost reimbursement will be determined by the National Joint Council (NJC) Directive on Travel

2.6. Support Provided by the CER

- The Project Authority is identified as the primary contact
- The CER will market the services of the Contractor(s) on its internal website
- The CER will provide meeting space for on-site sessions

2.7. Timeframe and Delivery Dates

- All services are to be available from date the contract is awarded until its expiry
- Invoices are to be submitted monthly
- Access to services required during CER's regular office hours, Monday to Friday (hours will be dependent on the time zones of participants, which range nationwide)
- Arrangements for sessions outside CER's regular hours are to be mutually agreeable to the Contractor(s) and the CER employee(s)
- Contractor(s) must be able to respond to a request for an appointment in at least one of the Official Languages within 3 business days

2.8. Contractor Qualifications

- 5+ years of coaching and/or leadership development experience
- Ability to provide services in either Official Language (*i.e.*, French or English)
- Ability to provide bilingual services will be considered an asset. Bilingual services are referring to services provided in either: both Official Languages; or in one of the Official Language *and* an Indigenous language(s).
- Completion of ICF Accredited Coach Training Program will be considered an asset
- Need to meet the CER's enhanced reliability checks



ANNEX "B"

BASIS OF PAYMENT

* Applicable taxes are to be excluded from the prices quoted herein *

* Applicable taxes will be added as a separate item on the invoice *

*** The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.**

*** The Bidder is not required to bid on all technical categories in Article 4 Requirements of Annex A**

All-inclusive FOB Destination price for the provision of all but not limited to supplies, materials, and support services to perform the work in accordance with Annex "A" – Statement of Work.

Table 1.1: Standing Offer Period Year 1: from the date of Contract award for year 1:

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Coaching Services	230	
2	Leadership Development Services, with an Indigenous focus	230	

Table 1.2: Standing Offer Period Year 2: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate(\$ /hour)
1	Coaching Services	230	
2	Leadership Development Services, with an Indigenous focus	230	

Table 1.3: Standing Offer Period Year 3: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Coaching Services	230	
2	Leadership Development Services, with an Indigenous focus	230	

Table 1.4: Standing Offer Period Year 4: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$ /hour)
1	Coaching Services	230	
2	Leadership Development Services, with an Indigenous focus	230	



Table 1.5: Standing Offer Period Year 5: TBD

Stream	Category Description	Estimated Number of hours per year	Firm Per Hour Rate (\$/hour)
1	Coaching Services	230	
2	Leadership Development Services, with an Indigenous focus	230	

Standard Hours

The hours are based on a standard 7.5-hour day, Monday to Friday. Hours worked in excess of 7.5 hours per day will be paid at the firm hourly rate.

2. Definition of a Day/Proration

- 2.1 A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

2.2 Travel time if applicable

- i. Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5
- ii. Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm all-inclusive per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\text{(Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate)} \div 7.5 \text{ hours}$$

3. Cost Reimbursable Expenses if applicable

3.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees. Canada will not pay the Contractor any incidental expense allowance for authorized travel.



Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST - Attached in pdf in 3 pages

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Clear Data - Effacer les données



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

21-0157

English Instructions

Instructions français

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) / LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Energy Regulator	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Professional Coaching and Leadership Development Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat 21-0157
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel : No / Non Yes / Oui
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux : _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Security Classification / Classification de sécurité
--



Contract Number / Numéro du contrat 21-0157
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? No / Non Yes / Oui

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

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

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

Security Classification / Classification de sécurité
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ANNEX "D"

To PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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 E

To PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

A) Evaluation Procedures

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.

The technical bid should clearly, and in sufficient depth, address the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating statements contained in the bid solicitation is not sufficient. The Bidder will explain and demonstrate how it proposes to meet the requirements and how it understands and will carry out the Work. Any bid which fails to meet one or more of the mandatory requirements will be deemed non-responsive. Point rated evaluation criteria not addressed will be given a score of zero.

All Suppliers are advised that only listing experience (i.e. copying and pasting the services from the Category descriptions detailed in Annex "A" – Requirements for Services, without providing any supporting data to describe when, where and how such experience was obtained) will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

Bidder is to bid on all resource categories (also known as technical categories from Section 4 above).

1 Technical Evaluation

1.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory table and enter a "Y" for "Yes" or "N" for "No" in the "Met" column and provide the appropriate deliverables. Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

Bidder should provide cross-reference to its proposal where criteria is met.



MANDATORY TECHNICAL CRITERIA

Stream 1 – Coaching Services

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
M1	The coach(es) will have a minimum of 5 years of paid experience in providing coaching to individuals at various organizational levels.	
M2	Current, detailed, and updated résumés for all personnel to be assigned to the Work under any resulting contract and substitute personnel with the same qualifications and experience or better, in the event of sickness, vacation, etc., to maintain quality and contract services must be included in your submission.	



Criterion ID	Mandatory Criteria	Information to be provided
M3	<p>The bidder must provide two references. Based on the information provided by the references, an assessment will be made of the providers' suitability and technical competence to complete the work. Any previous work with the CER cannot be used as a reference. To satisfy this requirement, bidders are required to include in their submissions:</p> <p>To satisfy this requirement the following should be provided:</p> <ul style="list-style-type: none">• Name of the organization to which coaching services were provided• Contact name and telephone number within the organization• When the coaching was done (dates) <p>A summary of feedback or evaluation results from the coaching, if available.</p>	Required information: 1) Name 2) Department 3) Email Address
M4	<p>The bidder (or bidder's resource(s)) must be able to provide services in at least one of the Official Languages.</p>	



POINT RATED TECHNICAL CRITERIA

STREAM 1 - Professional Coaching Services

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) the stated minimum points 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)
Professional Coaching Services			
R1	<p>The bidder should provide Certification in coaching credentials recognized by, or equivalent to, the International Coach Federation (ICF) standards, such as:</p> <ul style="list-style-type: none"> • Associate Certified Coach (ACC) (10 points) • Professional Certified Coach (PCC) (20 points) • Master Certified Coach (MCC) (30 points) 		/30
R2	<p>The bidder should demonstrate their skill in providing both individual and team coaching by providing at least 3 examples of previous work. At a minimum, the examples will outline:</p> <ul style="list-style-type: none"> • the process used to define the coaching goal • the methodology used to address the coaching goal 		/30



	<ul style="list-style-type: none"> challenges encountered in the coaching process and how they were addressed the coaching outcome and lessons learned by the coach (up to 10 points for each example)		
R3	The bidder should describe their coaching “theory in practice” addressing the core competencies of coaching: <ul style="list-style-type: none"> Setting the Foundation Co-Creating the Relationship Communicating Effectively Facilitating Learning and Results (up to 5 points for each)		/20
R4	The bidder should demonstrate certification to utilize assessment tools and resources such as: <ul style="list-style-type: none"> 360° Feedback Myers Briggs Type Indicator (MBTI) Strength Deployment Inventory (SDI) Insights Discovery DiSC Profile(s) Other (provide details) (2 points for each tool/resource, to a maximum of 10 points)		/10
R5	The bidder should demonstrate ability to provide services in an Indigenous language (2 points for each additional language up to 10 points)		/10
		Minimum Required Points	60 points
		Total Allocated Points	100 points



MANDATORY TECHNICAL CRITERIA

STREAM 2 - Leadership Development

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.

Criterion ID	Mandatory Criteria	Information to be provided
M1	The bidder, or the resource who will be providing the leadership development services on behalf of the bidder (bidder's resource(s)), will have a minimum of 5 years of paid experience in providing those services to individuals and/or teams at various organizational levels.	
M2	Current, detailed, and updated résumés for all resources to be assigned to the Work under any resulting contract and substitute personnel with the same qualifications and experience or better, in the event of sickness, vacation, etc., to maintain quality and contract services must be included in your submission.	



Criterion ID	Mandatory Criteria	Information to be provided
M3	<p>The bidder must provide two references. Based on the information provided by the references, an assessment will be made of the providers' suitability and technical competence to complete the work. Any previous work with the CER cannot be used as a reference. To satisfy this requirement, bidders are required to include in their submissions:</p> <ul style="list-style-type: none">• Name of the organization to which leadership development services were provided• Contact name and telephone number within the organization• When the leadership development was done (dates) <p>A summary of feedback or evaluation results from the leadership development, if available.</p>	Required information: 1)Name 2)Department 3)Email Address
M4	The bidder (or bidder's resource(s)) must be able to provide services in at least one of the Official Languages.	



POINT RATED TECHNICAL CRITERIA

STREAM 2 - Leadership Development Services

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) the stated minimum points 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)
Leadership Development Services			
R1	<p>The bidder (or bidder's resource(s)) will demonstrate their skill in providing both individual and team leadership development by providing at least 3 examples of previous work completed within the last 10 years. At a minimum, the examples will outline:</p> <ul style="list-style-type: none"> • the process used to define the leadership development goal • the methodology used to address the leadership development goal and incorporate an Indigenous perspective • any ways in which Indigenous models were applied in the leadership development • challenges encountered in the process and how they were addressed • the leadership development outcome and lessons learned by the coach <p>(up to 10 points for each example, up to a maximum of 30 points)</p>		/30
R2	(



R2	The bidder (or bidder's resource(s)) can provide services a second Official Language, or in an Indigenous language (2 points for each additional language, up to 10 points)		/10
R3	The bidder (or bidder's resource(s)) will describe their experience in change management, either leading it directly or coaching individuals and/or teams through it. (up to 5 points for each example, to a maximum of 15 points)		/15
		Minimum Required Points	30points
		Total Allocated Points	55 points



ANNEX “D”

MANDATORY FINANCIAL CRITERIA

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 each resource category.

For each 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).

Example

	1	2	3	4	5
	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
Hourly rate for a specified resource category	\$62	\$62	\$85	\$75	\$64
Median	<p>A median is the middle offer in a set of offers whereby half the offers are greater and half are lower. In this example above, in the set of numbers (62, 62, 64, 75, 85) the median is 64.</p> <p>Median = \$64.00</p> <p>If there is an even amount of numbers, we need to find the middle pair or numbers and find the value that would be half way between them.</p>				
Hourly rate within upper median minus 20% and median plus 20%	<p>Median minus (-) 20% to Median (+) 20%</p> <p>Median – 20% = (\$64 - \$12.8) \$51.20</p> <p>Median + 20% = (\$64 + \$12.8) \$76.80</p>				
Responsive bids	Bidder A, Bidder B, Bidder D, Bidder E				
Nonresponsive bid	Bidder C				



ANNEX “E”

COVID-19 Vaccination Requirement Certification Form

Certification

I, _____(first and last name), as the representative of
_____(name of business) pursuant to Contract **84084-21-0157**
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 "F" CONFLICT OF INTEREST

The Contractor acknowledges that the auditor assigned cannot have worked for or have consulted for the regulated company on any CER regulated scope of work within the last 12 months. The Contractor cannot be providing resources to the regulated company in an area of work that is within the scope of the CER audit, while at the same time providing an audit resource to the CER.

The contractor agrees to maintain financial independence from CER regulated companies and, for the duration of a call-up under this standing offer, agrees to:

- Maintain confidentiality in all work conducted for the CER
- Maintain the independence and confidentiality of its staff working on CER projects, such as audits, from its staff who may be working for CER regulated companies on other activities
- 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; and
- Disclose any conflict of interest or potential conflict of interest with the CER audit of the regulated company and the proposed auditor resource. Should a real or potential conflict exist, the CER would then decide to proceed or seek a different resource to perform the work.

Name of Standing Offer Offeror

Print name of authorized individual

Signature

Date



ATTACHMENT 1

BID SUBMISSION FORM
Solicitation 84084-21-015

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions.	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____



See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources 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. 		
Signature of Authorized Representative of Bidder		



APPENDIX 1 - CONFIDENTIALITY AGREEMENT

The description of the requirement of bid solicitation No. **84084-21-0157** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert the Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Insert the Supplier's legal name: _____
Supplier's legal name

Signed by its authorized representative

Date