



RETURN BIDS TO:

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

SOLICITATION

Comments

This document does not contain a security requirement

Title		
Indigenous Engagement and Consultation Services		
Solicitation No.	Amendment No	Date
84084-24-0007/A		2024-04-16
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Daylight Time (MDT)
on	2024-05-28	
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
Loi, Ngan		
Telephone No.	E-mail	
403-389-3354	ngan.loi@cer-rec.gc.ca	
Destination – of Goods, Services, and Construction:		
See herein		

Proposal To: Canadian Energy Regulator

Instructions: See Herein

We hereby offer to sell to Canada 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.

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



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.2 Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

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

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

The Bids must be submitted only to the Canadian Energy Regulator (CER) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CER will not be accepted.

Bidders who choose to submit their bids by email should note **the file attachment size limit is 35MB/each**. Any file size is over that limit, it is bidder's responsibility to break up it into smaller files and send them in separate emails; or send it in ZIP file format before the bid closing time.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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



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

2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex F.

4.1.1.2 Point Rated Technical Criteria

Please see Annex F.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$71,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

The total evaluated price will be established using the following calculation:

The unit price quoted for each line item will be added together to obtain the Total Bid Price.

[A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **42 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **60 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the **total evaluated price does not exceed the budget** available for this requirement.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Set-aside for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. The Bidder must provide the information requested at **Annex C to Part 5** of the Bid Solicitation.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

[A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.4.2 Education and Experience

[A3010T](#) (2010-08-16), Education and Experience



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2024 inclusive.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ngan Loi
Procurement Analyst
Canada Energy Regulator
Suite # 210, 517 Tenth Avenue, SW
Calgary, AB T2R 0A8

Telephone: 403-389-3354

E-mail address: ngan.loi@cer-rec.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform



work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

(To be determined)

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

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

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

6.5.3 Contractor's Representative

(To be completed by Bidder)

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.



6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices, as specified in Annex B. 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.

6.7.2 Limitation of Price

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

6.7.3 Single Payment

[H1000C](#) (2008-05-12), Single Payment

6.7.4 SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

[C0705C](#) (2010-01-11), Discretionary Audit

6.7.5 Electronic Payment of Invoices – Contract

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

- Direct deposit

6.8 Invoicing Instructions

6.8.1 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. PO number

6.8.2 Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.



6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

[A3000C](#) (2022-05-12), Indigenous Business Certification

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.13 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](#)".



6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



ANNEX "A"

STATEMENT OF WORK

1. SCOPE

The Canadian Energy Regulator (CER) is seeking proposals from Indigenous firms or individual consultants to plan and facilitate culturally appropriate engagement sessions with Indigenous Peoples from coast to coast to coast to gather their perspectives on Canada's energy transition to a net zero future. The project will be developed through a phased, consultation- and engagement-based approach, with an anticipated completion date of October 31st, 2024.

1.1. Objective:

The CER is seeking to advance meaningful reconciliation and engagement with Indigenous Peoples. The activities carried out within the framework of this contract aim to integrate Indigenous perspectives into the next iteration of the [CER's Energy Futures report](#)—a flagship publication exploring how possible energy futures might unfold for Canadians over the long term.

1.2. Background:

The CER regulates pipelines, energy development and trade in the Canadian public interest. The CER is also responsible for advising and reporting on energy matters. This includes collecting, monitoring, analyzing, and publishing information on energy markets and supply, sources of energy, and the safety and security of pipelines and international powerlines. Collectively, these efforts make up the CER's Energy Information Core Responsibility. One of the CER's flagship publications is the [Energy Futures series](#), which explores how possible energy futures might unfold for Canadians over the long term. This high-profile report represents one of Canada's most authoritative works in terms of projecting how net-zero futures might unfold for Canada, and it is widely used by decision-makers across Canada to make investment or policy decisions.

The CER is working on the next iteration of its Energy Futures report. This iteration will contain projections consistent with Canada achieving system-wide net-zero emissions by 2050.

2. REQUIREMENT

2.1. Scope of Work:

The CER is seeking to include content on Indigenous perspectives related to the energy transition into the next iteration of its Energy Futures report. The Contractor will be required to perform several activities that will ultimately support the integration of Indigenous perspectives into the upcoming Energy Futures report. These activities are summarized below. Section 2.2 provides a more detailed breakdown of the tasks.

- The identification of a broad range of Indigenous representatives, such as Elders, Knowledge Keepers, and energy experts, with an interest in and an ability to share their perspectives on Canada's energy transition to a net-zero future.



- The facilitation of engagement sessions with the Indigenous representatives identified above to hear their perspectives.
- The development of a report summarizing findings from the engagement sessions.

2.2. Tasks:

The Contractor will conduct the following activities to fulfill the operational requirements.

Task 1: Develop a workplan - Develop a detailed workplan, with timelines to be approved by the CER's project committee.

Task 2: Review the CER's Energy Futures 2023 report - Review the CER's Energy Future 2023 report. In collaboration with CER staff, identify and validate 2-3 topics of interest for consultation and engagement activities.

Task 3: Identify participants for consultations - Identify Indigenous individuals or group representatives that are qualified to provide their perspectives on the pre-selected topics related to the Energy Future report and energy transition. The selected individuals or groups should be sufficiently diverse to represent the diversity within Indigenous communities across Canada. Relevant Indigenous audiences include, but not limited to, indigenous energy experts, Indigenous clean energy companies, civil community, NGOs, academics, etc. Ideally, the consultant will already have working relations with people from a cross-section of Indigenous communities.

Task 4: Prepare for engagement sessions / workshops - Develop engagement materials, including questions for discussion based on the topics selected in Task 2. The workshop approach and content will be validated by the CER's project committee.

Task 5: Conduct engagement sessions / workshops - Conduct a series of individual engagement sessions or workshops with the individuals, groups and organizations identified in Task 3. Briefly introduce the CER's mandate and Energy Futures report and seek the participants' perspectives on the energy transition topics identified in Task 2, relying on the materials and questions from Task 4. Gather key information required for the successful development of the engagement summary and final report.

Task 6: Develop a summary report – Information gathered from the engagement sessions/ workshops will be used to develop a summary of consultations. The summary should not link the responses to any specific respondents but provide a representative summary of the different perspectives and answers.

Task 7: Produce a final report - Develop a final report summarizing Indigenous views on Canada's energy transition to the net-zero future, based on the summary report described in Task 6. Compile an inclusive report capturing the actionable insights, perspectives, and recommendations from the engagement process.

CER staff will remain available and involved across the lifecycle of the project to support and collaborate with the successful bidder.

2.3. Deliverables:

- **Development of the work plan.** The Contractor will develop a workplan and get it reviewed and approved by the CER. This includes developing a list of the Indigenous Peoples they plan on



engaging with as part of this request for proposal, as well as a justification of why they were selected as part of this exercise.

- **Proof of engagement.** Proof that the Contractor has met and engaged with various relevant Indigenous peoples in a way that is consistent and aligned with the purposes of this project, including the pre-defined engagement questions. The engagement sessions can be done virtually, in-person, or in a hybrid format. Recorded videos, transcripts, or the attendance of CER staff as observers count as valid proof.
- **Delivery of an engagement summary.** The delivery of an engagement summary and approval by the CER's project committee.
- **Delivery of a final report.** Delivery of the final report on Indigenous Peoples' visions and perspectives related to the transition towards net-zero. The key points from the report should draw predominantly from the insights gathered during the engagement sessions.

2.4. Constraints:

- The list of proposed Indigenous Peoples that the Contractor plans on reaching out to and engaging with must be pre-approved by the CER prior to the official engagement sessions.
- The CER should be able to attend the formal engagement sessions. CER participation during the sessions will be minimal and limited to a short introduction and occasional interventions as needed.
- While the format of the engagement sessions is at the discretion of the Contractor, the discussion questions should be co-developed along with CER staff and approved by the CER.
- Indigenous Peoples that will be engaged with should all live within the territory of Canada.
- Written documents must be delivered in English and in a Word format to Energyfutures@cer-rec.gc.ca.
- Travel may be required; travel and living expenses, reasonably incurred in the performance of the work will not exceed the limits of the [National Joint Council Travel Directive](#) (see Annex B for details)

2.5. Support Provided by the CER:

- The CER will offer proper briefing to the Contractor about the tasks, expectations, and the Energy Futures report.
- The CER will remain involved throughout the process to provide proactive or solicited guidance to the successful bidder.
- The CER will attend the engagement sessions and will provide short introductions as well as remain available to answer questions during the sessions, as needed. The Contractor will lead the conversations.



- All material expenses and resources required to complete the work will be borne by the Contractor. This includes any capacity funding required to engage with the Indigenous peoples and organizations.
- Final payment for the successful delivery of the contract will be made once the acceptance criteria has been met.

2.6. Timeframe and Delivery Dates:

The deliverables described in section 2.2 and 2.3 must be completed in a manner that is consistent with the schedule below. Successful and timely completion of the tasks will lead to the completion of this contract.

Deliverable	Estimated timeframe (from Date of Contract Award)
Development of the workplan	1 week
Engagement sessions completed	12 weeks
Delivery of the engagement summary report	16 weeks
Delivery of the final report summarizing Indigenous views on Canada's energy transition to the net-zero future	20 weeks

3. TERMINOLOGY

Terms	Definition
CER	Canadian Energy Regulator
Indigenous Peoples	<p>First Nation, Métis or Inuit (Aboriginal peoples of Canada, referred to here as Indigenous peoples, are defined in the Constitution Act, 1982, Section 35 (2) as including the Indian, Inuit and Métis peoples of Canada).</p> <p>In the context of this Request for Proposal, Indigenous Peoples refers both to individuals and members of organizations, groups, or communities.</p>
Energy Futures	Refers to the CER's Energy Futures series, which explores how possible energy futures might unfold for Canadians over the long term.
Indigenous Elder	<p>Elders can be of any age or gender and are defined differently depending on their community.</p> <p>Elders are recognized because they have</p>



	<p>earned the respect of their community through ceremony, wisdom and living in harmony and balance.</p> <p>Elders who share their traditional teachings and lived experiences. They help us to nurture the relationships that we have to all of creation while reminding us of the responsibilities we have to ourselves and each other and help people with work-related and personal issues. Each Elder has a specific role, such as healer, medicine person, seer and storyteller, or traditionalist. For full definition refer to the Crown-Indigenous Relations and Northern Affairs Canada – Kumik Elder Lodge.</p>
Knowledge Keeper	<p>Those people who may not be considered an elder but carry traditional knowledge and expertise in different spiritual and cultural areas.</p>

4. REFERENCE DOCUMENTS

- [Indigenous Engagement](#)
- [CER's Reconciliation Statement](#)
- [CER's Strategic Priorities](#)
- [CER's Canada's Energy Future 2023 report](#)
- [Indigenous business and federal procurement](#)



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, if applicable

In consideration of the Contractor satisfactorily completing all of its obligations under the Annex A Statement of Work, the Contractor will be paid an all-inclusive FOB destination firm unit price as specified in these tables below. Customs duties are included, and Applicable Taxes are extra.

Item	Description	Price
1	Development of the workplan	\$ _____
2	Engagement sessions completed	\$ _____
3	Delivery of the engagement summary report	\$ _____
4	Delivery of the final report summarizing Indigenous views on Canada's energy transition to the net-zero future	\$ _____
Total price (Tax excluded)		\$ _____ (A)

Travel and Living Expenses Estimated Cost (Tax excluded): \$ _____ (B)

TOTAL BID PRICE = (A) + (B) = \$ _____



1. Definition of a Day/Proration

- 1.1 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.
- 1.2 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 kilometres 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:

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

2. Cost Reimbursable Expenses if applicable

2.1 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 "travellers", 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"

SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS

1. Procurement Set aside for Indigenous Business

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

1.2 The Bidder:

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

1.3 The Bidder must check the applicable box below:

- i. The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
- ii. The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non- Indigenous business.

1.4 The Bidder must check the applicable box below:

- i. The Indigenous business has fewer than six full-time employees.
OR
- ii. The Indigenous business has six or more full-time employees.

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

1.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



2. Owner / Employee Certification -Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Indigenous:

2.1 I am _____ (*insert "an owner" and / or "a full-time employee"*) of _____ (*insert name of business*), and an Indigenous person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business"; and

2.2 I certify that the above statement is true and consent to its verification upon request by Canada.

PRINTED NAME OF OWNER AND/OR EMPLOYEE



ANNEX “D” TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder’s or Offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier’s Legal Name:		
Organizational Structure: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
Supplier’s Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier’s Procurement Business Number (optional):		

List of Names

Name	Title



Declaration

I, _____, **(name)**

_____, **(position)** of

_____, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____



ANNEX "E" TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes (<input type="checkbox"/>) No (<input type="checkbox"/>)

If so, the Bidder 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the



published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



ANNEX "F"

EVALUATION CRITERIA

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder must demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.



1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

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.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below. Technical bids should be received by the CER before the proposal submission deadline, otherwise it will not be evaluated.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation. In accordance with the Official Language Act, the bids can be submitted in either of Canada's official language, French or English.

Note: Any dates provided should indicate months and years (e.g. November 2008 – July 2015).

Item No.	Evaluation Criteria
2.1	<p>Proposed Project Lead</p> <p>Bidder must clearly identify one (1) Project Lead who has experience on projects in coordinating engagement with Indigenous communities in Canada.</p> <p><u>The following information must be provided:</u></p> <ul style="list-style-type: none"> • Proposed Project Lead's CV: <ul style="list-style-type: none"> a. Identification of Project Lead and support staff b. Employment history c. Titles of previous projects including at least two (2) recent relevant project examples in the past five (5) years, from bid closing, coordinating engagement with Indigenous communities



3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum weighted points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

The Point Rated Technical criteria below will be evaluated in accordance with 4. Generic Evaluation Criteria.

Item No.	Evaluation Criteria	Weight	Max Points
3.1	<p>Bidder Experience</p> <p>The Bidder should clearly demonstrate that they have the skills, experience and understanding required to coordinate and conduct engagement processes with Indigenous communities in Canada, in a culturally intelligent manner.</p> <p>To demonstrate this experience, the Bidder must provide at least two (2) recent relevant project examples in the past five (5) years from bid closing.</p> <p><u>Information that should be supplied for each project:</u></p> <ul style="list-style-type: none"> a. Overview of the services provided; b. A description of their role as primary Contractor; c. The region(s) and communities where the Bidder provided the services; d. Start and end dates for the provision for the services; e. Name of the client organization(s); f. A high-level description of the Bidder's current relationships with Indigenous communities; g. Achieved engagement outcomes. 	2.0	20
3.2	<p>Understanding of Scope and Objectives of the project:</p> <p>The submission should clearly demonstrate a high-level understanding by detailing how they plan on completing the tasks described in Section 2.2 of Annex A - Statement of Work to deliver on the deliverables. The submission should include:</p> <ul style="list-style-type: none"> • A description of the proposed Indigenous engagement principles, along with their proposed strategy to identify and connect with Indigenous communities. • high-level workplan –a breakdown of how they intend to tackle and complete the requested tasks. 	3.0	30



Item No.	Evaluation Criteria	Weight	Max Points
3.3	<p>General proposal:</p> <p>Proposal is clear, well communicated, concise, logical, and professionally written (e.g., grammar and language are correct, ideas are organized in a clear and concise manner, and formatting is well done)</p>	1.0	10

4. Evaluation and Rating

In the first instance, price submissions will remain unopened and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by the Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Bidder Experience	2.0	0 - 10	0 - 20
Understanding of Scope and Objectives of the Project	3.0	0 - 10	0 - 30
General Proposal	1.0	0 - 10	0 - 10
Technical Rating	6.0		0 - 60

To be considered further, proponents **must** achieve a minimum Technical Rating of **forty-two (42)** points out of the **sixty (60) points** available as specified above.

No further consideration will be given to proponents not achieving the pass mark of forty two (42) points.



Generic Rating Table

Evaluation Board members will evaluate the strengths and weaknesses of the response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below.

At the final consensus evaluation meeting, the Evaluation Board members will assign both even and odd numbers in determining the final score for each evaluation criteria.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
	Lacks clarity, coherence, and professionalism	Falls short to communicate with clarity, coherence, and professionalism	Meets basic standards of clear communication	Well-crafted proposal with clear communication, logical organization, and polished grammar	Exceptional communication with precise organization, impeccable formatting and flawless grammar