



**Canadian Energy Regulator (CER)**  
**Régulateur Canadien de l'énergie Courriel :**

**BIDS MUST BE SENT TO:**  
**LES SOUMISSIONS DOIVENT ÊTRE**  
**ENVOYÉES À :**

[proposals.propositions@cer-rec.gc.ca](mailto:proposals.propositions@cer-rec.gc.ca)

**Bid solicitation / Appel d'offres**

Proposal to **Canadian Energy Regulator**  
Proposition au **Régulateur Canadien de**  
**l'énergie**

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

Nous offrons par la présente de vendre au Canada, conformément aux conditions énoncées dans le présent document, mentionnées dans le présent document ou jointes à celui-ci, les biens et les services énumérés dans le présent document et dans toute feuille jointe, au(x) prix indiqué(s) dans le présent document.

**Instructions : See herein / Instructions : Voir ci-joint**

**Supplier legal name and address / Nom et adresse légale du fournisseur :**

<b>Title / titre: Occupational Health Professional Services Services professionnels de santé au travail</b>	
<b>Solicitation no / N° d'appel d'offres :</b> 84084-23-0041	<b>Date:</b> 18 septembre 2023
<b>File No. – N° de dossier :</b> 23-0041	
<b>Solicitation closes / Clôture de l'appel d'offres :</b>  2 p.m. / 14 h on October 20, 2023 14 heures / 14 h le 20 octobre, 2023	<b>Time zone / Fuseau horaire :</b> Mountain Daylight Time (MT) Heure d'été des montagnes (MT)
<b>Address inquiries to / Adressez vos demandes de renseignements à :</b> Karen-Anne Deslandes	
<b>Telephone:</b> (613) 790-7177	
<b>Email / Courriel :</b> <a href="mailto:Karen-Anne.Deslandes@cer-rec.gc.ca">Karen-Anne.Deslandes@cer-rec.gc.ca</a>	
<b>Destination:</b> See herein	
<b>Delivery Required / Livraison requise :</b>	<b>Delivery Offered / Livraison offerte :</b>
<b>Supplier name and address / Nom et adresse du fournisseur :</b>  Telephone: Email:	
<b>Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en caractères d'imprimerie)</b>     <b>Signature:</b>    <b>Date:</b>	



**TABLE OF CONTENTS**

**TABLE OF CONTENTS ..... 2**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 SECURITY REQUIREMENTS ..... 4

1.2 STATEMENT OF WORK ..... 4

1.3 CONDITIONAL SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR  
INDIGENOUS BUSINESS (PSIB)..... 4

1.4 DEBRIEFINGS..... 4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

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

**TECHNICAL DIFFICULTIES OF BID TRANSMISSION..... 5**

**COMPLETENESS OF THE BID ..... 5**

2.2 SUBMISSION OF BIDS..... 6

2.3 FORMER PUBLIC SERVANT ..... 6

2.4 ENQUIRIES - BID SOLICITATION..... 7

2.5 APPLICABLE LAWS..... 8

2.6 BID CHALLENGE AND RECOURSE MECHANISMS..... 8

**PART 3 - BID PREPARATION INSTRUCTIONS..... 9**

3.1 BID PREPARATION INSTRUCTIONS ..... 9

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 11**

4.1 EVALUATION PROCEDURES ..... 11

4.2 BASIS OF SELECTION..... 14

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 16**

5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 16

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION..... 16

**PART 6 - RESULTING CONTRACT CLAUSES ..... 18**

6.1 SECURITY REQUIREMENTS ..... 18

6.2 STATEMENT OF WORK..... 18

6.3 STANDARD CLAUSES AND CONDITIONS ..... 20

6.4 TERM OF CONTRACT ..... 20

6.5 AUTHORITIES..... 21

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS ..... 22

6.7 PAYMENT ..... 22

6.8 INVOICING INSTRUCTIONS..... 23

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 23

6.10 APPLICABLE LAWS..... 24

6.11 PRIORITY OF DOCUMENTS..... 24

6.12 COMMERCIAL GENERAL LIABILITY INSURANCE..... 24

6.13 DISPUTE RESOLUTION ..... 25

6.14 NON-DISCLOSURE AGREEMENT ..... 26

6.15 SAFEGUARDING ELECTRONIC MEDIA..... 26

**ANNEX "A" ..... 27**



<b>ANNEX "B"</b> .....	<b>29</b>
BASIS OF PAYMENT .....	29
<b>ANNEX "C"</b> .....	<b>33</b>
<b>SECURITY REQUIREMENTS CHECKLIST</b> .....	<b>33</b>
<b>ANNEX "D"</b> .....	<b>34</b>
FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS .....	37
<b>ANNEX "E"</b> .....	<b>42</b>
TASK AUTHORIZATION FORM .....	42
<b>ANNEX "F"</b> .....	<b>44</b>
NON-DISCLOSURE AGREEMENT .....	44
<b>ANNEX "G" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>45</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	45



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 6 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the **Contract Security Program** of Public Works and Government Services Canada (<http://www.tpsgcpgwgsc.gc.ca/esc-src/introduction-eng.html> ) website.

### **1.2 Statement of Work**

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

### **1.3 Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)**

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory:

[Indigenous Business Directory \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

### **1.4 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 by Microsoft Teams.



## **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: 180 days

#### **Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- 1 The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- 2 The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### **Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was



unable to receive them, have been properly submitted and received by Canada.

5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

## 2.2 Submission of Bids

Bids must be submitted electronically by email only to [proposals.propositions@cer-rec.gc.ca](mailto:proposals.propositions@cer-rec.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation. The subject line should specify the Bid Solicitation Number: 84084-23-0041. The attachment file size limit is 15MB.

### Solicitation Closes:

At 02:00 PM on October 20, 2023, Time Zone: Mountain Standard Time

### 2.2.1 Improvement of requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.3 Former Public Servant

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

### Definitions

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

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

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the



implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

## 2.4 Enquiries - Bid Solicitation

In order to maintain fairness to all and not jeopardize the integrity of the solicitation process all enquiries **must be submitted in writing only** to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit



the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [CanadaBuys](#) website, under the heading "[Following up on a bid](#)" 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 separate sections as follows:

- Section I: Technical Bid; One (1) PDF copy
- Section II: Financial Bid; One (1) PDF copy
- Section III: Certifications: One (1) PDF copy; and,
- Section IV: Additional Information; One (1) PDF copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;
  - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.
- 

#### **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.

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.



## **Section II: Financial Bid**

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

### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “C” 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.

### **3.1.3 SACC Manual Clauses**

## **Section IV: 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.
- (c) The Contracting Authority will determine first if there are two (2) or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification. If there are not two (2) or more bids with valid PSIB certification all bids will be evaluated. If any of the bids with a valid certification are declared non-responsive or are withdrawn resulting in less than two (2) responsive bids with a valid certification remaining, then all bids received will be evaluated.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

	<b>Mandatory technical criteria</b>	Criteria Met (Y) or not met (N)	Bidders cross reference to Bid substantiating information
M1	<p>The Offeror must ensure that all specialists/professionals hold unrestricted licenses from their regulatory body as follows:</p> <ul style="list-style-type: none"> <li>• Physicians and Psychiatrists are licensed by the Royal College of Physicians and Surgeons in the province they practice in,</li> <li>• Occupational Health Nurses, and Nurse Practitioners are licensed by the regulatory licensing body for nurses in the province they practice in,</li> <li>• Psychologists are licensed by the regulatory body for psychologists in the province they practice in, and</li> <li>• Vocational Evaluators are certified by the regulatory body for vocational evaluators in the province they practice in.</li> </ul> <p>The offeror must provide proof of credentials for the specialists/professionals.</p>		
M2	<p>The Offeror must retain specialists/professionals with a minimum of 3 years of relevant* clinical experience.</p> <p>*Relevant is defined as experience in the specialists/professional's area of expertise. The years must be cumulative, must be indicated in month and years and cannot overlap.</p>		



M3	<p>The Offeror must have specialists/professionals with experience in the provision of occupational health professional services such as but not limited to:</p> <ul style="list-style-type: none"><li>• Occupational Health Examinations to implement and monitor modified work arrangements.</li><li>• These may include functional ability evaluations and job demand analyses.</li></ul> <p>Fitness for Work Assessments – The evaluations are to assess the employee’s health, capability to carry out, or continue to carry out, the duties of the position and, where applicable, to identify the employee’s medical limitations/restrictions.</p> <ul style="list-style-type: none"><li>• Pre-Employment Assessments - to determine an examinee’s clearance to work in a specific role.</li><li>• Return-To-Work Services – to assist employees who are recovering from illness or injury to transition successfully back to employment.</li><li>• Neuropsychological Assessments – to provide a detailed opinion about an examinee’s cognitive functions.</li><li>• Vocational Assessments to identify an individual’s physical and vocational abilities.</li><li>• Disability Services Management</li></ul>		
M4	<p>The offeror must provide written evaluation reports for the work performed by the specialists/professionals with their recommendations at the end of fitness to work assessments and as requested for other services provided by the offeror. Verbal and written updates are also required upon request.</p>		
M5	<p>The offeror must demonstrate capacity to provide services in English and French</p>		



M6	The offeror must demonstrate capacity to provide services in various locations across Canada.		
M7	The offeror must demonstrate capacity to manage and review complex cases such as, but not limited to <ul style="list-style-type: none"> <li>• Disability services management</li> <li>• Occupational health services</li> <li>• Return-To-Work services</li> </ul>		

**4.1.1.2 Point Rated Technical Criteria**

	<b>Point-rated technical evaluation criteria</b>	<b>Points assignment</b>	<b>Bidders cross reference to substantiation in proposal</b>
PR1	The offeror shall demonstrate capacity to respond to inquiries and request for updates within 72 hours. (10 points)	: Unsatisfied – 0 pts Somewhat satisfied – 2 pts Satisfied – 8 pts  (Max points available: 10)	
PR2	The offeror shall demonstrate previous experience providing occupational health professional services to government department(s). (10 points)	# of contracts within the last three (5) years: Less than 3 – 0 pts 3 to 5 – 4 pts 5 to 10 – 6 pts  (Max points available: 10)	
PR3	The offeror shall demonstrate they have the capacity to provide specialists/professionals with experience in the provision of occupational health professional services as outlined herein. (80 points)  1.Occupational Health Examinations to implement and monitor modified work arrangements.  2.These may include functional ability evaluations and job demand analyses.  3.Fitness for Work Assessments – The evaluations are to assess the	10 points will be awarded in each of the categories listed.  (Max points available: 80)	



<p>employee's health, capability to carry out, or continue to carry out, the duties of the position and, where applicable, to identify the employee's medical limitations/restrictions.</p> <p>4.Pre-Employment Assessments - to determine an examinee's clearance to work in a specific role.</p> <p>5.Return-To-Work Services – to assist employees who are recovering from illness or injury to transition successfully back to employment.</p> <p>6.Neuropsychological Assessments – to provide a detailed opinion about an examinee's cognitive functions.</p> <p>7.Vocational Assessments to identify an individual's physical and vocational abilities.</p> <p>8.Disability Services Management</p>		
<p><b>Minimum number of points required to be declared responsive: 70</b></p>	<p>(Max points available: 100)</p>	

**4.1.3 Financial Evaluation**

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

**4.2 Basis of Selection**

**4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. The Contracting authority will first determine if the following condition is met:
  - i there are responsive bids from two (2) or more businesses which have submitted a valid Annex D – PSIB Certification
  - ii If this condition is met, only the bids from the Indigenous businesses will be evaluated. If this condition is not met, all responsive bids will be evaluated.
2. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria;
  - (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.



3. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
4. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
5. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
8. 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 70/30 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 (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd



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

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **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 conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification (refer to Annex "D") is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), of the Supply Manual.

### **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.



## 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

#### Security Requirement

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

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
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. Contract Security Manual (latest edition)

### 6.2 Statement of Work

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

#### 6.2.1 Task Authorization

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

##### 6.2.1.1 Task Authorization Process

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

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.



3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.2.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **6.2.1.3 Minimum Work Guarantee – All the Work – Task Authorizations**

1. In this clause,  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
"Minimum Contract Value" means 2% (two percent) of the total contract value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.2.1.4 Periodic Usage Reports – Contracts with Task Authorization**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.



## Reporting Requirement- Details

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

### For each authorized task:

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

### For all authorized tasks:

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

## 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.](#)

### 6.3.2 Supplemental General Conditions

[4007 \(2022-12-01\)](#), Canada to own intellectual property rights in Foreground Information, 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 September 30, 2024 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**6.4.3 Comprehensive Land Claims Agreement(s)**

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, 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 within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Karen-Anne Deslandes  
Title: Senior Procurement Specialist  
Organization: Canada Energy Regulator  
Address: 517 Tenth Avenue SW, Suite 210  
Calgary, Alberta, T2R 0A8  
Telephone: (613) 790-7177  
E-mail: [Karen-Anne.Deslandes@cer-rec.gc.ca](mailto:Karen-Anne.Deslandes@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:

The Project Authority for the Contract is: **TBD**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_



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

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 - TBD**

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

**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 – Individual task authorizations**

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

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

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

**6.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **TBD**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,  
whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Monthly Payment**

H1008C (2008-05-12) Monthly Payment

### **6.7.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the project authority identified in the Contract.
  - b. One (1) copy must be forwarded to:

[AccountsPayable@cer-rec.gc.ca](mailto:AccountsPayable@cer-rec.gc.ca)

### **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

A9068C (2010-01-11), Government Site Regulations



## 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 supplemental general conditions [4007](#) (2022-12-01), Canada to own intellectual property rights in Foreground Information;
- (c) the general conditions [2010C \(2022-12-01\), General Conditions - Services \(Medium Complexity\)](#);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex D, Federal Government's Procurement Strategy for Indigenous Business
- (g) Annex E, Task Authorization Form
- (h) Annex F, Non-disclosure Agreement
- (i) the Contractor's bid dated **TBD**

## 6.12 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)





- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### 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 Non-Disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

#### **15 Safeguarding Electronic Media**

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.



## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Title: Occupational Health Professional Services**

#### **1.0 Introduction**

The Canada Energy Regulator (CER), as represented by the Labour Relations and Occupational Health and Safety Team, People and Workforce Supports has a continuing requirement for external Contractors to provide health evaluations to federal government public servants.

#### **2.0 Requirements**

The CER requires professional services in the following areas follows areas:

- Occupational Health (General Practitioner, Occupational Health Nurse, Nurse Practitioner)
- Neuropsychology (Neuropsychologist)
- Psychiatry (Psychiatrist)
- Psychology (Psychologist)
- Vocational Evaluations (Psychologists or Certified Vocational Evaluators)

The CER requires the services of the above occupational/medical specializations to provide the following services, but not limited to:

Occupational Health Examinations to implement and monitor modified work arrangements. These may include functional ability evaluations and job demand analyses.

Fitness for Work Assessments – The evaluations are to assess the employee's health capability to carry out, or continue to carry out, the duties of the position and, where applicable, to identify the employee's medical limitations/restrictions.

Pre-Employment Assessments - to determine an examinee's clearance to work in a specific role

Return-To-Work Services – to assist employees who are recovering from illness or injury transition successfully back to employment.

Neuropsychological Assessments - to provide a detailed opinion about an examinee's cognitive functions.

Vocational Assessments to identify an individual's physical and vocational abilities.

Disability Services Management

The CER requires written evaluation reports for the work performed by the specialists/professionals with their recommendations at the end of fitness to work assessment and as requested for other services provided by the offeror. Verbal and written updates are also required as needed.



### **3.0 Location of Work**

The Contractor must have capacity to provide services in various locations across Canada.–

CER Regional Offices

Quebec

Alberta

British Columbia

Yellowknife

Services performed virtually if the provider does not have an in-person option, OR if in a case where the employee lives in a remote location the provider liaises virtually with the employees medical practitioner

### **4.0 Language of Work**

The Contractor must have capacity to provide services in English and French

### **5.0 Reporting Requirements**

The Contractor must provide written and verbal reports as required by CER

### **6.0 Travel and Living Expenses**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified 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.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.



**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 firm hourly rates as follows, for work performed in accordance with the Contract. Firm hourly rates as specified in these tables below. Customs duties are included and Applicable Taxes are extra.**

**1.0 Price Tables**

**2.0 Initial Contracting Period**

<b>Initial Contract Period Contract Award to September 30, 2024</b>		
<b>No.</b>	<b>Description</b>	<b>(Firm Hourly Rates)</b>
<b>Occupational Health Professional Services</b>		
<b>1.</b>	Occupational Health (General Practitioner)	\$_____per hour
<b>2.</b>	Occupational Health Nurse, (Nurse Practitioner)	\$_____per hour
<b>3.</b>	Neuropsychology (Neuropsychologist)	\$_____per hour
<b>4.</b>	Psychiatry (Psychiatrist)	\$_____per hour
<b>5.</b>	Psychology (Psychologist)	\$_____per hour
<b>6.</b>	Vocational Evaluations (Psychologists or Certified Vocational Evaluators)	\$_____per hour

**Total Initial Contract Period Estimated Cost \$\_\_\_\_\_ (to be completed at contract award)**

**Travel and Living Expenses Estimated Cost \$\_\_\_\_\_ (to be completed at contract award)**



**3.0 Option Contract Period One**

<b>Option Contract Period One (1) October 1, 2025, to September 30, 2026</b>		
<b>No.</b>	<b>Description</b>	<b>(Firm Hourly Rates)</b>
<b>Occupational Health Professional Services</b>		
1.	Occupational Health (General Practitioner)	\$_____per hour
2.	Occupational Health Nurse, (Nurse Practitioner)	\$_____per hour
3.	Neuropsychology (Neuropsychologist)	\$_____per hour
4.	Psychiatry (Psychiatrist)	\$_____per hour
5.	Psychology (Psychologist)	\$_____per hour
6.	Vocational Evaluations (Psychologists or Certified Vocational Evaluators)	\$_____per hour

**Total Initial Contract Period Estimated Cost** \$\_\_\_\_\_ (to be completed at contract award)

**Travel and Living Expenses Estimated Cost** \$\_\_\_\_\_ (to be completed at contract award)

**4.0 Option Contract Period Two**

<b>Option Contract Period One (2) October 1, 2026, to September 30, 2027</b>		
<b>No.</b>	<b>Description</b>	<b>(Firm Hourly Rates)</b>
<b>Occupational Health Professional Services</b>		
1.	Occupational Health (General Practitioner)	\$_____per hour
2.	Occupational Health Nurse, (Nurse Practitioner)	\$_____per hour



3.	Neuropsychology (Neuropsychologist)	\$_____per hour
4.	Psychiatry (Psychiatrist)	\$_____per hour
5.	Psychology (Psychologist)	\$_____per hour
6.	Vocational Evaluations (Psychologists or Certified Vocational Evaluators)	\$_____per hour

**Total Initial Contract Period Estimated Cost \$**

**Total Initial Contract Period Estimated Cost \$** \_\_\_\_\_ (to be completed at contract award)

**Travel and Living Expenses Estimated Cost \$** \_\_\_\_\_ (to be completed at contract award)

**5.0 Option Contract Period Three**

<b>Option Contract Period One (3) October 1, 2027, to September 30, 2028</b>		
<b>No.</b>	<b>Description</b>	<b>(Firm Hourly Rates)</b>
<b>Occupational Health Professional Services</b>		
1.	Occupational Health (General Practitioner)	\$_____per hour
2.	Occupational Health Nurse, (Nurse Practitioner)	\$_____per hour
3.	Neuropsychology (Neuropsychologist)	\$_____per hour
4.	Psychiatry (Psychiatrist)	\$_____per hour
5.	Psychology (Psychologist)	\$_____per hour
6.	Vocational Evaluations (Psychologists or Certified Vocational Evaluators)	\$_____per hour



**Total Initial Contract Period Estimated Cost \$**

**Total Initial Contract Period Estimated Cost \$** \_\_\_\_\_ (to be completed at contract award)

**Travel and Living Expenses Estimated Cost \$** \_\_\_\_\_ (to be completed at contract award)





ANNEX "C"

SECURITY REQUIREMENTS CHECKLIST

		Contract Number / Numéro du contrat <b>23-0041</b>	
Security Classification / Classification de sécurité <b>Unclassified</b>			
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)</b> <b>LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>			
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>Canada Energy Regulator</b>		2. Branch or Directorate / Direction générale ou Direction PWS	
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 <b>Requirement for external Occupational Health Professional Services contractors to provide health evaluations to CER employees</b>			
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 type="checkbox"/> No / Non <input checked="" 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 (par 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 commerciale 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 type="checkbox"/> Not releasable / À ne pas diffuser <input checked="" type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	
		No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <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 UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <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"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <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"/>	
Security Classification / Classification de sécurité <b>Unclassified</b>			

TRIS/ECT 390-103 (2004/12)



Contract Number / Numéro du contrat <b>23-0041</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

<b>PART A (continued) / PARTIE A (suite)</b>													
<p>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 :</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document :</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>													
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIAL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIAL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td colspan="4"><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> </tr> </table> <p>Special comments: Commentaires spéciaux : _____</p> <p>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.</p>		<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIAL	<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 CONFIDENTIAL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIAL	<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 CONFIDENTIAL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET										
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS													
<p>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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>													
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>													
<p>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?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>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?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<b>PRODUCTION</b>													
<p>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?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>													
<p>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?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												
<p>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?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes												

TBS/SCT 390-103 (2004/12)

Security Classification / Classification de sécurité <b>Unclassified</b>
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Contract Number / Numéro du contrat <b>23-0041</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres majuscules) Jasjit Dhillon	Title - Titre Director, LR & OHS	Signature Dhillon, Jasjit	
Telephone no. - N° de téléphone (403) 473-1714	Facsimile - Télécopieur	E-mail address - Adresse courriel Jasjit.dhillon@cer-rec.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres majuscules) Garth Patterson	Title - Titre Security Advisor	Signature Patterson, Garth	
Telephone no. - N° de téléphone (403) 612-8258	Facsimile - Télécopieur	E-mail address - Adresse courriel garth.patterson@cer-rec.gc.ca	Date 2023-03-14
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres majuscules) Owuor Okiro	Title - Titre Procurement Technical Analyst	Signature Okiro, Owuor	
Telephone no. - N° de téléphone 403-604-6254	Facsimile - Télécopieur	E-mail address - Adresse courriel owuor.okiro@cer-rec.gc.ca	Date August 31 2023
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres majuscules) Garth Patterson	Title - Titre Security Advisor	Signature Patterson, Garth	
Telephone no. - N° de téléphone (403) 612-8258	Facsimile - Télécopieur	E-mail address - Adresse courriel garth.patterson@cer-rec.gc.ca	Date 2023-03-14

Protected "B" information refers to health and personal information collected and stored by the contractor in accordance with the Alberta Health Information Act.

Patterson, Garth

Security Classification / Classification de sécurité <b>Unclassified</b>
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TBS/SCT 250-103 (2004/12)





Contract Number / Numéro du contrat <b>23-0041</b>
Security Classification / Classification de sécurité <b>Unclassified</b>

**PART C (continued) / PARTIE C (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential / Confidential	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidential	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" 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 de travail visé par la présente LVERS est-elle de nature 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".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité ».**

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).**



## ANNEX "D"

### FEDERAL GOVERNMENT'S PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS

#### 1.1 Procurement Set aside for Indigenous Business

1.1.1 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.

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.

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

#### 1.2 Requirements for bidders in the Set-Aside Program for Indigenous Business

In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least 33% of the value of the work performed under the contract will be performed by an Indigenous business.

Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Indigenous Set-Aside Program may impose on the subcontractor or subcontractors.

The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the program and authorize the bidder to have an audit performed by Indigenous Services Canada (ISC) to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or



enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Indigenous Business (certification) stating that it:

- meets the requirements for the program and will continue to do so throughout the duration of the contract
- will, upon request, provide evidence that it meets the eligibility criteria
- is willing to be audited regarding the certification
- acknowledges that if it is found not to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the business.

### **1.3 Business ownership requirements**

Evidence of ownership and control of an Indigenous business or joint venture may include:

- incorporation documents
- shareholders' or members' register
- partnership agreements
- joint venture agreements
- business name registration
- banking arrangements
- governance documents
- minutes of meetings of Board of Directors and Management Committees
- other legal documents

Ownership of an Indigenous business refers to "beneficial ownership" such as who is the real owner of the business. ISC may consider a variety of factors to satisfy whether Indigenous persons have true and effective control of an Indigenous business.

See [Appendix A](#) for a list of the factors which may be considered by ISC.

### **Subcontracts**

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques. Evidence that a subcontractor is an Indigenous business (where this is required to meet the minimum Indigenous content of the contract) is the same as evidence that a prime contractor is an Indigenous business.



**1.4 Certification of requirements for the Set-Aside Program for Indigenous Business**

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

- 1.4.1 i) I, \_\_\_\_\_ (Name of duly authorized representative of business) hereby certify that \_\_\_\_\_ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Indigenous Business", which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Indigenous Business."
- iii) The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

**Please check the applicable box:**

- 1.4.2 i) The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, [  ]

OR

- ii) The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. [  ]

1.4.3 The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

1.4.4 It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

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

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

Place: \_\_\_\_\_

Title: (duly authorized representative of business)

\_\_\_\_\_



For: (name of business)

### **1.5 Appendix A: Factors to determine Indigenous ownership**

Factors that may be considered in determining whether Indigenous persons have at least 51% ownership and control of an Indigenous business include:

- capital stock and equity accounts, such as preferred stock, convertible securities, classes of common stock, warrants, options
- dividend policy and payments
- existence of stock options to employees
- different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives
- examination of charter documents, such as the corporate charter, partnership agreement, financial structure
- concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- principal occupations and employer of the officers and directors to determine who they represent, such as banker, vested ownerships
- minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- executive and employee compensation records for indication of level of efforts associated with position
- nature of the business in comparison with the type of contract being negotiated
- cash management practices, such as payment of dividends - preferred dividends in arrears
- tax returns to identify ownership and business history
- good will contribution or contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions
- contracts with owners, officers and employees to be fair and reasonable
- stockholder authority, such as appointments of officers, directors, auditors
- trust agreements made between parties to influence ownership and control decisions
- partnership and the allocation and distribution of net income, such as the provision for salaries, interest on capital and distribution share ratios
- litigation proceedings over ownership
- transfer pricing from non-Indigenous joint venture
- payment of management or administrative fees
- guarantees made by the Indigenous business
- collateral agreements





## 1.6 Owner - Employee Certification

If you identify as an indigenous provider as per PSIB, please complete the certification below. If you are bidding on the conditional set-aside as per PSIB, and this certification is not complete, it will not be considered.

1. I, \_\_\_\_\_, am an owner and/or full-time employee of \_\_\_\_\_, and an Indigenous person, as described in the document "Requirements for the Set-Aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon the request of ISC.

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

Signature of owner or employee

\_\_\_\_\_

Place

\_\_\_\_\_



ANNEX "E"
TASK AUTHORIZATION FORM

Form containing sections: TASK AUTHORIZATION, Contractor/Contract Number, Commitment Number/Financial Coding, Task Number/Date, TA Request (For completion by Technical Authority), 1. Description of Work to be Performed, 2. PERIOD OF SERVICES, 3. Work Location, 4. Travel Requirements, 5. Other Conditions /Restraints, 6. Task Proposal, 7. LEVEL OF SECURITY CLEARANCE, 8. BILINGUALISM, List of the categories of personnel, TA Proposal (For completion by Contractor), 9. Estimated Cost Contract table.



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



**ANNEX "F"**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_ [Name of Resource], recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_ [Name of Company], I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **84084-23-0041** between His Majesty the King in right of Canada, represented by the Canada Energy Regulator and \_\_\_\_\_ [Name of Company], including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **84084-23-0041**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ANNEX "G" to PART 3 OF THE BID SOLICITATION  
ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);