



Solicitation No. 84084-21-0008
Legislative Regulation Consulting

RETURN BIDS TO:

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

REQUEST FOR PROPOSAL

Comments

This documents contains no security requirement.

Proposal To: Canadian Energy Regulator

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

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

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

Title		
Legislative Regulations Consulting		
Solicitation No.	Date	
84084-21-0008	2021-06-09	
Solicitation Closes	Time Zone	
at 02 :00 PM – 14h00	Mountain Standard Time (MST)	
on 2021-06 - 25		
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
Carol A. Hambleton		
Area code and Telephone No.	Facsimile No. / E-mail	
	Carol.Hambleton@cer-rec.gc.ca	
Destination – of Goods, Services, and Construction:		
See herein		

Instructions: See Herein

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



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High Complexity Bid Solicitation and Resulting Contract

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

1.2.1 The objective of this requirement is to provide legislative consulting services to assist the Canadian Energy Regulator (CER) in reviewing and updating CER regulations that will provide legislative consulting expertise for legislative drafting and regulatory development and provide legal analysis and advice based on extensive experience in working on oil and gas regulations.

Contract period will be for one (1) year with three (3) one-year option periods.

1.2.2 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”



1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

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

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids



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

Bid Closing Date and Time

Date: June 23, 2021

Time: 2:00 PM (MDT)

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

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

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service.



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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;



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- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than *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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

The bid must be gathered per section and separated as follows:

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

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid *PDF soft copies via email*

Section II: Financial Bid *PDF soft copies via email*

Section III: Certifications *PDF soft copies via email*

Section IV: Additional Information *PDF soft copies via email*

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



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- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "F" 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 Exchange Rate Fluctuation

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

Section III: Certifications

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

Section IV: Additional Information



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, "financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Carol A. Hambleton will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

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

4.2 Basis of Selection

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 30 points.
- 2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

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 Statement of Work

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

6.1.2 Task Authorization

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

6.1.2.1 Task Authorization Process

1. The *Project Authority* will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.



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

6.1.2.2 Canada's Obligation - Portion of the Work - Task Authorizations

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

6.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

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 or in Annex "C". 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 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:



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- 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.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

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

6.3 Security Requirements

6.3.1 There is no security requirement applicable to 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 XX, XXXX, 2022 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 year period(s) under the same conditions. The Contractor



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agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Jenny Gong**
 Title: Group Leader, Supply Management
 Organization: Canadian Energy Regulator
 Accounting and Procurement
 Address: 517 Tenth Avenue SW, Suite 210
 Calgary, Alberta
 T2R 0A8

Telephone: (403)-470-1748
 E-mail address: Jenny.Gong@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:

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project



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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

Representative: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

6.6 Payment

6.6.1 Basis of Payment

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

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

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

6.6.2 Limitation of Expenditure

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



whichever comes first.

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

6.6.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

the Work performed has been accepted by Canada

6.6.4 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);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6.5 Discretionary Audit

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

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



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6.6.6 Time Verification

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

6.7 Invoicing Instructions

- a) The Contractor is required to provide the Project Authority with an invoice identifying the following information:
 - i. Task Authorization number;
 - ii. Dates and locations of the sessions
 - iii. Number of days and number of sitting hours/day;
 - iv. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- c) Invoices must be distributed as follows:

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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



6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2035 (2020-05-28)**, General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Usage Report;
- (f) Annex D, Task Authorization Form;
- (g) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.11 Dispute Resolution

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



ANNEX "A"

STATEMENT OF WORK

Senior Legislative Consulting Services for CER Regulation Review and Updates

1. Background

The Canadian Energy Regulator (CER) is updating [regulations](#) to address updated regulation-making authorities in the CER Act which came into force in August 2019, to provide clarity for its oversight, and update compliance standards and requirements.

A list of CER Regulations can be found at the following link:

<http://www.cer-rec.gc.ca/en/about/acts-regulations/regulations-under-canadian-energy-regulator-act.html>

2. Objective

The objective of this requirement is to provide legislative consulting services to

- assist the CER in reviewing and updating CER regulations;
- provide legislative consulting expertise for legislative drafting and regulatory development; and
- provide legal analysis and advice based on extensive experience in working on oil and gas regulations.

3. Requirement

The CER requires a Bilingual Senior Legislative Consulting Services on an "As and When Required: Task Authorization Contract" to provide legal analysis, review and research and legislative drafting and advice on CER regulations including, but not limited to:

- 3.1. Onshore Pipeline Regulations
- 3.2. Processing Plant Regulations
- 3.3. Administrative Monetary Penalties Regulations
- 3.4. Cost Recovery Regulations
- 3.5. Import and Export Regulations
- 3.6. Rules of Practice and Procedure
- 3.7. Gas Pipeline Uniform Accounting Regulations
- 3.8. Oil Pipeline Uniform Accounting Regulations
- 3.9. Drilling and Production Regulations



4. Tasks

Each Task Authorization will identify which regulation(s) and if the Consultant will be required to provide all of the following tasks or specific tasks within the list:

- 4.1. Establish hybrid regulation frameworks for a combination of performance-based, management system and prescriptive regulation;
- 4.2. Provide a legal analysis of regulation document;
- 4.3. Provide a review and research of regulation document;
- 4.4. Provide legislative drafting;
- 4.5. Advise Senior Management and/or Project Authority on recommendations, concerns or issues;
- 4.6. Support the development of discussion papers and draft legislative proposal;
- 4.7. Analyze input from engagement and reviewing and revising legislative proposal;
- 4.8. Support the development of drafting instructions for Department of Justice (DOJ);
- 4.9. Address queries from the Standing Joint Committee on the Scrutiny of Regulations related to the legislative proposal;
- 4.10. Support the legislative drafting process with DOJ;
- 4.11. Support the regulatory development process, including the development of guidance for regulations;
- 4.12. Provide legal analysis and advice for regulations and the regulatory development process;
- 4.13. Provide quality assurance review of French translation of material for all document in the regulation development process;
- 4.14. Provide presentation of findings to Senior Management upon the request by the Project Authority (PA); and
- 4.15. Attend all virtual or face-to-face meetings requested by the PA.

5. Deliverables

- 5.1. Any tasks requiring written deliverables, a DRAFT must be provided electronically for review by the Project Authority four (4) calendar days prior to the end of the Task with the Final provided at the end of the associated Task Authorization;
- 5.2. Each Task Authorization will advise what language will be required for the deliverable;
- 5.3. Written material must be provided in a compatible application to Microsoft, Word 2009 or newer;
- 5.4. Presentation material must be provided in compatible application to Microsoft, PowerPoint or newer; and
- 5.5. Meetings and presentations will be provided through either MS Teams or Zoom.

6. Work Location and Hours

- 6.1. All Work will be conducted off-site at the Contractor Offices; and



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6.2. Contractor must be available between the core work hours of 07:00 to 18:00 Monday to Friday.

7. Language

Language of Work to be conducted will be identified in each individual Task Authorization.

8. Constraints

- 8.1. Transportation between the Contractor's office and CER locations are the responsibility of the Contractor and the Contractor's Resources. CER will not be held accountable for insurance or reimbursement for any travel;
- 8.2. Decisions concerning revision or definition of policy or platform, as well as contractual obligations and requirements, are excluded from the Contractor services. The Resource must limit themselves to providing comments and recommendations only to the Project Authority (PA) or designated CER personnel on the issues associated in the Task;
- 8.3. The Contractor and Contractor's Resource(s) providing the services must be independent of direct control by servants of Canada and is not in any respect an employee or servant of Canada;
- 8.4. During the performance of the Contract, the Contractor or Contractor's Resource(s) must not direct any agencies, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 8.5. At all times during the provision of the required services, the Resource(s) is not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g., total value of contract(s) awarded);
- 8.6. All correspondence, either initiated by the Resource(s) or by any section of CER, must be submitted to the PA. Correspondence is defined as records of conversations or decisions as well any written correspondence in any format;
- 8.7. The Contractor and the Contractor's Resource(s) must ensure that, at all times, they do not use the Government of Canada or the Client Agency designations, logos or insignias on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads other to perceive the Contractor or the Contractor's Resources as being an employee of Canada; and
- 8.8. Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Contract Authority (CA).

9. Responsibility of the Contractor

The Contractor responsibilities are as follows:



- 9.1. Contractor will be responsible to accept or decline the level of effort provided by the PA for each of the Task Authorization within two (2) calendar days from receipt of the PA request;
- 9.2. Should the Contractor have an issue with the level of effort provided by the PA, the Contractor will be responsible to provide in an email a new level of effort and written reasoning on why the CER level of effort is inadequate to complete the Task;
- 9.3. For all Human Resources and Disciplinary Action for their Resources for the duration of the Contract;
- 9.4. For the immediate removal of any Resource, upon the request of the PA or CA;
- 9.5. For abiding to the Level of Effort submitted by the Contractor for each Task Authorization;
- 9.6. For providing a Secondary Resource at the request of the PA, should the Primary not be available for a period of five (5) days or more or unable to further provide the Work associated on the Task Authorization;
- 9.7. To advise the PA and CA a minimum of two (2) days prior to the end of the recommended Contractor's Level of Effort if the task cannot be completed as per the level of effort provided by the Contractor. There must be a valid reasoning on why the task cannot be completed if the Level of Effort has been provided by the Contractor; and
- 9.8. To contact the CA, and only the CA, for any contractual issues concerning the Task Authorization Contract and/or Task Authorization.

10. Responsibility of the Resource

- 10.1. To send in writing to both the Contractor and the PA if they are unavailable to commence work if the Work is required to be conducted;
- 10.2. Will provide any written reports or documentation electronically to the PA on designated time periods established in each individual Task Authorizations; and
- 10.3. To provide a Weekly Status Report on the status on work conducted and where the task or the deliverable are within the required timeline of the Task Authorization.

11. Responsibility of the CER

- 11.1. CER will negotiate the level of effort with the Contractor; should there be concern by the Contractor on the level of effort provided by the PA;
- 11.2. PA will accept or decline any additional/replacement resources in writing to the Contractor within two (2) days of receiving résumé;
- 11.3. All available data, document and /or database access deemed necessary by the PA for the provision of the services established in the Task Authorization Description of the Work Required;
- 11.4. PA will advise the Resource a minimum of two (2) days prior to any required meetings that the Resource has to attend;
- 11.5. PA will provide a link via email to the Resource for any off-site virtual meetings;
- 11.6. PA will provide a review and recommendation within two (2) days of any DRAFT document associated in each individual Task Authorization;



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-
- 11.7.PA will be responsible for notifying the CA immediately of any disciplinary issues regarding the Contractor's Resource;
- 11.8.CA will be responsible to immediately notifying by phone and then by a follow-up in writing via email to the Contractor of any non-urgent disciplinary issues; and
- 11.9.CER will be responsible for the immediate removal of the Contractor's Resource should there be an issue with safety to CER Employees and/or CER Resources and/or property. CA will immediately notify by phone and follow-up in writing via email to the Contractor for the reason(s) and circumstance(s) of the immediate removal of the Contractor's Resource.

12. Travel

There is no travel associated with this Contract.



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ANNEX "B"

BASIS OF PAYMENT

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid or each of the periods specified below its quoted all-inclusive fixed hourly rate (in Can \$) for each of the resource categories identified.

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

	Period	All-inclusive fixed Daily Per-Diem Rate	Estimated Volumetric Data	Total
		A	B	C = A x B
1	Contract Period 1 - XX July 2021 to XX, July 2022			
1a	Senior Legislative Consultant	\$XXX.XX	1,125 hours	\$
			Total Period 1:	\$
2	Option Period 1 - XX July 2022 to XX, July 2023			
2a	Senior Legislative Consultant		1,125 hours	\$
2	Option Period 1 - XX July 2023 to XX, July, 2024			
2a	Senior Legislative Consultant		1,125 hours	\$
2	Option Period 1 - XX July 2024 to XX, July, 2025			
2a	Senior Legislative Consultant		1,125 hours	\$
			Total Optional Period:	\$XXXX
3	Applicable Taxes			GST: HST: PST:
		Insert the amount, as applicable:		

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked



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which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

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

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

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



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ANNEX "C"

TASK AUTHORIZATION USAGE REPORT

RETURN TO:
The Canadian Energy Regulator
Email: xxxxx.xxxxxx@cer-rec.gc.ca

SUPPLIER: _____

CONTRACT NO:

DEPARTMENT OR AGENCY: Canadian Energy Regulator

Item No.	Task No. Description	Value of the Task (GST/HST excluded)
(A) Total Dollar Value of Tasks for this reporting period:		
(B) Accumulated Tasks totals to date:		
(A+B) Total Accumulated Tasks:		

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY: _____

SIGNATURE: _____

DATE:



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ANNEX "D"

TASK AUTHORIZATION FORM

TASK AUTHORIZATION			
Contractor:		Contract Number:	
Commitment Number:		Financial Coding:	
Task Number:		Date:	
Task Authorization Request – to be completed by CER			
1. Description of Work to be Performed			
<p>Project Authority: OR Technical Co-Authority:</p> <p>Estimated Value: \$ (excluding GST)</p>			
2. PERIOD OF SERVICES	From:		To:
3. Work Location			
4. Travel Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No		
5. Other Conditions /Restraints	<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL			



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Reliability Status Secret Top Secret Other

8. BILINGUALISM (if applicable)

YES NO

TA Proposal - to be completed by Contractor

9. Estimated Cost Contract

	Rate	Estimated # of Days	Total cost
Equipment cost			
Labour cost			
Other expenses			
Estimated cost Total			
GST			
Grand Total			

TA Approval

10. Signing Authorities

Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor	Contractor	Date
Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the Canadian Energy Regulator)	Canadian Energy Regulator	Date
Name, Title and Signature of Contracting Authority	Canadian Energy Regulator	Date

11. Basis of Payment & Invoicing

In Accordance with the article entitled "Basis of Payment" in the Contract.



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Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.

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.



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ANNEX “E” Bid Evaluation Criteria

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

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

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

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

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

Criterion ID	Mandatory Criteria	Proposal Page #
Senior Legislative Consultant Services		
M1	Bidder must clearly demonstrate that the Proposed Legislative Consultant is in good standing with the Canadian Bar Association or any Provincial Bar Association.	The following must be provided: <ul style="list-style-type: none"> • Name and description bar association; • Association Certification Number (if applicable) • In Good Standing Timeframe (from-to dates month/year)



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Criterion ID	Mandatory Criteria	Proposal Page #
M2	Bidder must clearly demonstrate that the Proposed Legislative Consultant has provided legislative advice within the last ten (10) years to either a Federal, Provincial, Municipal Governments or Federal Regulatory Tribunals, or international government agencies from the date of bid closing.	The following must be provided: <ul style="list-style-type: none"> • Name and description of client organization and relevant experience; • Timeframe (from-to dates month/year); • Description of the roles and responsibilities for each project; and • Provide one project reference (name, email and phone number)
M3	Bidder must clearly demonstrate that the Proposed Legislative Consultant has provided advice on drafting a minimum of two (2) hybrid regulations (combination of performance-based, management system and prescriptive) regulations in the last ten (10) years to Federal, Provincial, Municipal Governments or Federal Regulatory Tribunals, or international government agencies from the date of bid closing.	The following must be provided: <ul style="list-style-type: none"> • Name and description of client organization and relevant experience; • Timeframe (from-to dates month/year); • Description of the roles and responsibilities for each project; and • Provide one project reference (name, email and phone number)
M4	Bidder must clearly demonstrate that proposed Senior Legislative Consultant has the ability to provide legislative services in both English and French.	The following must be provided: <ul style="list-style-type: none"> • Provide a brief summary in English (maximum 400 words) of previous legislative review • Provide a brief summary in French (maximum 400 words) of previous legislative review
M5	Bidder must provide a detailed résumé for Senior Legislative Consultant.	A copy of the Resources Résumé identifying Mandatory and Point Rated Criteria.



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Point Rated Technical Criteria (RT)

#	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)
Senior Legislative Consultant			
Senior Resource			
R1.1	<p>Bidder should clearly demonstrate that the Proposed Resource has drafted legislation for regulations or related documents associated with:</p> <ol style="list-style-type: none"> 1) Health and Safety; 2) Security; and 3) Environmental Protection. 	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project. <p>*Note: if above information cannot be provided due to a non-disclosure between resource and client, in Name and Description of Client establish “Project Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Each of the three (3) criteria will be allocate – five (5) points each Maximum points for Criteria – 15 points.</p>
R1.2	<p>Bidder should clearly demonstrate that the Proposed Resource has drafted legislation for regulations or related documents associated with health and safety, security, and environmental protection in the following fields:</p> <ol style="list-style-type: none"> 1) Petroleum development and management; or 2) Related to transportation by pipeline; or 3) Management system requirements for oil and gas pipelines. 	<p>Information of details of project:</p> <ul style="list-style-type: none"> • Name and description of client organization; • Description of Work provided; • Timeframe (from to dates); • Reference (Name, phone number and email address for each project. <p>*Note: if above information cannot be provided due to a non-disclosure between resource and client, in Name and Description of Client establish “Project Non-Disclosure Established”</p>	<p>Allocation of Points:</p> <p>Each of the three(3) criteria will be allocate – five (5) points each Maximum points for Criteria – 15 points.</p>
		Overall Total Allocated Points	30 points
		Overall Minimum Points	20 points



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ANNEX "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

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



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ANNEX "G" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)