



RETURN BIDS TO:

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

SOLICITATION

Comments

This document does not contain a security requirement

Title		
Decision Writing Workshop		
Solicitation No.	Amendment No	Date
84084-23-0091		2023-10-20
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MST)
on	2023-11-07	
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
Loi, Ngan		
Telephone No.	E-mail	
403-389-3354	ngan.loi@cer-rec.gc.ca	
Destination – of Goods, Services, and Construction:		
See herein		

Proposal To: Canadian Energy Regulator

Instructions: See Herein

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

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

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

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



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work - Bid

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

1.2 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

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

2.3 Former Public Servant – Competitive Bid

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 () (To be completed by Bidder)

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

- (a) name of former public servant; and
- (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: 2012-2 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 ()

(To be completed by Bidder)

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Annex E.

4.1.1.2 Point Rated Technical Criteria

Please see Annex E.

4.1.2 Financial Evaluation

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

The unit price quoted for each line item will be multiplied by the unit price and added together to obtain the Total Evaluated Price.

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

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

The rating is performed on a scale of **70 points**.
2. Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. 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 %.



5. 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.
8. 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 60 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		50/55	40/55	41/55
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$50/55 \times 60 = 54.55$	$40/55 \times 60 = 43.64$	$45/60 \times 60 = 44.73$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
Combined Rating		87.28	79.64	84.73
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 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work - Contract

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 March 31, 2024 inclusive.

6.4.2 Delivery Points

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



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Telephone: 403-389-3354
E-mail address: ngan.loi@cer-rec.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

(To be determined)

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

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

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

6.5.3 Contractor's Representative

(To be completed by Bidder)

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

Telephone: _____
Facsimile: _____
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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

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

6.7.3 Multiple payments

[H1001C](#) (2008-05-12), Multiple payments

6.7.4 SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations
[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
[C0705C](#) (2010-01-11), Discretionary Audit
[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract

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

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. PO number

6.8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to



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

[A3015C](#) (2014-06-26), Certifications - Contract

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 C, Non-Disclosure Agreement; and
- (g) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

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

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.



- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Inspection and Acceptance

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



ANNEX "A"

STATEMENT OF WORK

1. SCOPE

The Canada Energy Regulator (**CER**), an independent regulator, is a court of record with the powers, rights, and privileges of a superior court, established in 2019 by the *Canadian Energy Regulator Act*. The mandate of the CER is to promote safety and security, environmental protection, and economic efficiency in the Canadian public interest, in the regulation of pipelines, energy development and trade.

The Commission of the CER is supported by the Energy Adjudications Business Unit (**EABU**) in making decisions (or recommendations to the Governor in Council) on applications, using processes that are fair, transparent, timely and accessible. In collaboration with the Commissioners, EABU has recently created two new tools to support its staff: a unit-wide *Adjudications Style Guide* for external communication as well as a *Best Practices for the Content and Structure of Reasons for Decisions or Reports* related to the technical writing of decisions and recommendations.

In combination with these updates, EABU is committed to supplying decision writing skills training to Commissioners and to the legal and technical staff that support them. Since these groups are professional writers who possess different styles, the goal of this workshop is to get everyone on the same page with an effective, efficient, and consistent approach to decision writing.

1.1. Objective:

For the provision of tailored workshop delivery to the Commissioners, legal, and technical staff at the Canada Energy Regulator.

The Contract will be in effect from date of award to March 31, 2024.

The objective of this workshop is to develop a common language amongst writers, which mainly includes Commissioners, legal, and technical staff, to develop and implement a clear, accessible, and consistent "voice" of the Commission as expressed through its decisions. In addition, staff can apply these skills as appropriate when drafting all types of documents including rulings, procedural directions, letters, etc.

1.2. Background:

The Commission of the CER is responsible for making decisions (or recommendations to the Governor in Council) on applications, using processes that are fair, transparent, timely and accessible. Commissioners are supported by legal counsel and technical staff in writing decisions that are in the public interest. As a result, decisions and reports should be written so that they can be understood by parties and stakeholders who possess varying degrees of knowledge about the CER, pipeline processes, etc. Accordingly, decision-makers must be able to justify their decisions through written reasons and arguments that are persuasive enough to explain the decision or recommendation, while remaining defensible in the event of a court challenge.

Ultimately, the purpose of this training initiative is to build on existing writing skills and provide Commissioners and staff with a common language and approach to decision writing. This will be achieved through classroom and/or video-assisted lectures and working groups, as well as one-on-one coaching to Commissioners and senior leaders, if requested.



2. REFERENCE DOCUMENTS

This section lists the documents relevant to achieving the technical requirements and will be made available at Contract Award. These include:

- Adjudications Style Guide
- Best Practices for the Content and Structure of Reasons for Decision Report
- CER Recommendation Report or Letter Decision (to be used as a sample)
- Overview of Adjudicative and Condition Compliance Processes internal training presentation
- [Canadian Energy Regulator Act](#)
- [NEB Rules of Practice and Procedure](#)

3. REQUIREMENT

3.1 Scope of Work:

The consultant must be an experienced litigator and expert in legal communication who possesses recent and significant experience in designing and delivering decision writing workshops to energy industry tribunal members and the legal and technical staff who support them. This decision writing program must be customized to reflect the culture, rules, processes, mandate and specific needs of the CER.

The successful consultant will use their legal knowledge, combined with their teaching experience to Canadian energy industry regulators, and the Canadian federal sector, to deliver results; this also requires a solid understanding of the government acts and regulations that underpin them. The consultant will apply this knowledge to deconstruct a CER decision or recommendation report and provide a professional recommendation on how to improve the content. Proposed changes must continue to capture the "voice of the Commission" and accurately describe the reasoning for the decision/recommendation that is made in the public interest. This requires a depth of skill and knowledge over and above traditional business writing courses and training programs.

- 3.1.1 Using a variety of adult education learning techniques (including experiential and active learning), the decision writing content, delivered in a workshop style, should at a minimum cover:
- Principles of effective decision writing (consistent with common practice endorsed by the Canadian Council of Administrative Tribunals (CCAT) and the Canadian Institute for the Administration of Justice (CIAJ)
 - Decision-focused adjudication and using an issue-driven approach
 - Plain language decision writing
 - Effective self-editing
 - Effective editing for legal and technical review teams
- 3.1.2 Initially, the consultant will work with a small group of 3 or 4 CER professionals to help tailor the workshop material so that it reflects CER needs.
- 3.1.3 During the workshop, the students will apply decision writing theory to deconstruct an existing CER-decision. Following the end of the workshop, a decision writing framework including templates will remain as reference material.



- 3.1.4 The workshops will be delivered over video or in a classroom setting to a up to three groups of 25 CER staff, over either two consecutive in-person days (preferred) or over three half-days if delivered in a virtual environment (hybrid sessions are not envisioned). Some (minimal) advance work could also be included. The consultant will further amend the workshop content if required so that it is fully customized to the work of the CER.
- 3.1.5 As a separate activity to the workshop, individual Commissioners, and senior leaders (i.e., Professional Leaders, Technical Leaders) will have access to one-on-one writing coaching upon demand, so that they can polish their technique or target a particular skill.

The requirements section should include, but is not limited to the following:

3.2 Tasks:

3.2.1 Provide Pre-Workshop Planning, such as:

- 3.2.1.1 Meet with project authority and/or a select group of CER professionals virtually to discuss the training plan and define the training objectives.
- 3.2.1.2 Develop a training plan, to consist of content, learning objectives, and activities to reinforce the training objectives.
- 3.2.1.3 Prepare and provide plans for group activities and self-directed learning activities such as, but not limited to, homework, watching informational videos, organizing reading material, or acting out of real-life scenarios to meet the needs of the CER.
- 3.2.1.4 Develop and customize learning materials to include a CER decision report.

3.2.2 Provide Workshop Delivery:

- 3.2.2.1 Develop training objectives that use 'authentic' documents such as a CER decision.
- 3.2.2.2 Provide participants with an outline of the learning objectives and learning plan on or before the first day of the session.
- 3.2.2.3 Deliver virtual or classroom training sessions.
- 3.2.2.4 Provide workshop material in advance (ideally immersive reader compatible).
- 3.2.2.5 Evaluate participants' progress and provide feedback.

3.2.3 Provide Post Workshop Evaluation:

- 3.2.3.1 Distribute workshop evaluations to participants.
- 3.2.3.2 Provide any feedback and recommendations to the Project Authority.

3.2.4 Provide 1:1 Coaching to Commissioners

- 3.2.4.1 Provide one-on-one meetings with Commissioners and senior leaders (i.e., Professional Leaders, Technical Leaders) to advise them on their strengths and weaknesses and specific points that need improvement.



3.3 Deliverables and Acceptance Criteria:

- 3.3.1 All reports and materials must be provided electronically to the Project Authority.
- 3.3.2 Workshops will be delivered in a classroom setting or through distance learning. Distance learning is defined as a virtual classroom in which real-time classes will be conducted over the internet using MS Teams software.

3.4 Constraints:

- 3.4.1 The workshop is expected to be delivered in English since the tools are focused on English language decision writing skills.
- 3.4.2 Core hours for classroom activities will be between 9 am to 4 pm, Mountain Time.
- 3.4.3 Travel to the CER's Calgary work location may be required; travel and living expenses, reasonably incurred in the performance of the work will not exceed the limits of the [National Joint Council Travel Directive](#) (see Annex B for details).
- 3.4.4 The CER is a scent-free workplace.

3.5 Support Provided by the CER:

- 3.5.1 The CER will provide a classroom equipped with tables, chairs, internet service, audio video equipment, and monitor. Participants may also elect to participate virtually from their home offices.
- 3.5.2 Workshops delivered virtually will be conducted in real time, over the internet, using MS Teams software.
- 3.5.3 The CER will provide paper supplies and printing services to the consultant if required.

3.6 Deliverables and Estimated timeframe:

Items	Deliverables	Estimated timeframe
3.6.1	Advance copy of reference documents (see section 2) and CER decision report provided to the Contractor	Within 2 weeks of Contract Award
3.6.2	Virtual kick-off meeting between key project staff and Contractor to discuss workshop content	Within 4 weeks of Contract Award
3.6.3	Contractor to provide written details of workshop learning objectives and learning plan for final review and approval by key project staff	Within 3 or 4 weeks from kick-off meeting.
3.6.4	Final virtual meeting with key project staff to discuss roll-out and next steps	Within 2 weeks following receipt of workshop material from Contractor.



3.6.5	Scheduled delivery of workshop to a select group of 15 CER staff, over two half-day periods	Within 4-6 weeks following final approval, subject to Contractor and staff availability.
3.6.6	Distribute pilot workshop evaluations to participants	Within 1 week after workshop completion.
3.6.7	Provide any feedback and recommendations to project authority	Within 3 weeks after feedback form has been sent.
3.6.8	Contractor to deliver one-on-one writing coaching to select staff, upon demand while workshops are underway if needed	Upon demand while workshops are underway (if needed)
3.6.9	Deliver three workshops for 20-25 participants each	Within 12 weeks of pilot workshop



ANNEX "B"

BASIS OF PAYMENT

Applicable taxes are to be excluded from the prices quoted herein
Applicable taxes will be added as a separate item on the invoice, if applicable

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

Item	Description	Est.Quantity	Price	Extended Price
1	<p>Program Design including:</p> <ul style="list-style-type: none"> Virtual kick-off meeting between key project staff and Contractor to discuss workshop content Written details of workshop learning objectives and learning plan for final review and approval by key project staff Final virtual meeting with key project staff to discuss roll-out and next steps Scheduled delivery of pilot workshop to a select group of 15 CER staff, over two (2) half-day periods Evaluation of pilot evaluations and feedback to project authority 	1 lot	\$____/lot	\$_____
2	Contractor to deliver one-on-one writing coaching to select staff, upon demand while workshops are underway	20 hours	\$____/hr.	\$_____
3	Deliver three (3) workshops for 20-25 participants each	3 workshops	\$____/ea.	\$_____
TOTAL EVALUATED PRICE (GST excluded)				\$_____



1. Definition of a Day/Proration

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

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

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
 - ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.
- 1.2 Travel time if applicable
- i. Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5
 - ii. Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometres from the individual's work location may be billed at 50% of the firm all-inclusive per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

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

2. Cost Reimbursable Expenses if applicable

2.1 Authorized travel and living expenses for Work

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

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

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

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



ANNEX "C"

NON – DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 84084-23-0091 between His Majesty the King in right of Canada, represented by the Canada Energy Regulator and _____, 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.: 84084-23-0091.

Signature

Date



ANNEX "D" 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);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);



ANNEX "E"

EVALUATION CRITERIA

Instructions to Bidders

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



A. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item #	Description	Compliant Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: Bidder should cross-reference where this performance specification is indicated in their supporting documents.
MT1	<p>The Bidder must demonstrate that the proposed resource must have at least ten (10) years of professional experience as a lawyer or adjudicator.</p> <p>The Bidder must provide an up-to-date resume for the proposed resource.</p> <p>A Curriculum Vitae (CV) (5 pages maximum) for the proposed resource must be submitted with the proposal.</p>			
MT2	<p>The Bidder must demonstrate that the proposed resource has a minimum of seven (7) years of experience, in the last ten (10) years, as a legal educator providing decision writing courses, workshops and coaching to lawyers and non-lawyers, adjudicators, judges, and regulators.</p> <p>The Bidder must provide an up-to-date resume for the proposed resource.</p> <p>A Curriculum Vitae (CV) (5 pages maximum) for the proposed resource must be submitted with the proposal.</p>			



MT3	The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience, in the last five (5) years, in customizing training material and delivering in-person and online workshops to Canadian energy industry regulators who make determinations in the public interest.			
MT4	The Bidder must provide at least two (2) client references (name, telephone number, email), validating the Bidder's ability to improve decision/recommendation reports to the satisfaction of the client.			



B. Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Item #	Description	Maximum Score	Bidder Points Scored	Bidder Response Provide cross-reference where the supporting information is found in your proposal
RT1	<p>The Bidder should demonstrate that the proposed resource has additional experience above and beyond the mandatory experience required in MT2 above (7 years) as a legal educator providing decision writing courses, workshops and coaching to lawyers and non-lawyers, adjudicators, judges, and regulators</p>	40		<p>Points will be awarded as follows:</p> <p>10 points: 1 - 2 additional years 20 points: 3 - 7 additional years 30 points: 8 - 12 additional years 40 points: 13 or more additional years</p>
RT2	<p>The Bidder's References should be able to demonstrate that the Reference's requirements were met, the following questions will be used to validate the Bidder's abilities to improve decision/recommendation report to the satisfaction of the Reference's requirements.</p> <p>The following questions will be asked of each Reference identified in MT4 above:</p> <ol style="list-style-type: none"> 1. Tell us about your experience with the "bidder" in relation to improving regulatory decision-writing 2. Did your work them lead to the improvements you were looking for in your decisions? <ol style="list-style-type: none"> a. Did they help with plain language? b. Did they help with consistent language and approach to decision-writing among technical writers? c. Did they tailor their work to meet 	30		<p>Points will be awarded as follows:</p> <p>10 Points: Firm demonstration that the Contractor was able to improve regulatory decision-writing for the reference.</p> <p>20 Points: Firm demonstration that the Contractor was able to provide the improvements the reference required for their decisions, in addition to the overall improvement feedback requested by Question 1.</p> <p>30 Points: Firm demonstration of a good relationship with the Contractor in addition to the feedback provided by Questions 1 and 2.</p>



	<p>your organizations goals and objectives?</p> <p>d. What was the learning style of the workshop/course they presented? How did that style work for employees of your organization?</p> <p>3. Describe the working relationship with the bidder? Were they easy to work with? Did they listen to be sure they understood your requirements? Did they take your ideas and suggestions and incorporate them into the work they did?</p>			
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TOTAL MINIMUM ACCEPTABLE : 46
TOTAL MAXIMUM POINTS AVAILABLE : 70
TOTAL POINTS ACHIEVED: _____