

National Energy  
Board



Office national  
de l'énergie

**REQUEST FOR PROPOSAL**

**Data Visualizations Computer Coding and Development**

**Enquiries:** All enquiries and bid submissions are to be directed to:

Steve Whiteduck  
Telephone: (403) 299-3554  
Facsimile: (403) 299-3637  
Email: [Steve.whiteduck@neb-one.gc.ca](mailto:Steve.whiteduck@neb-one.gc.ca)

Issuing Office  
National Energy Board  
517 Tenth Avenue S.W.  
Calgary, Alberta  
T2R 0A8

Vendor  
TBD

**VENDORS NAME AND SIGNATURE**

\_\_\_\_\_  
*Name (please print)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

**Procurement Business Number (PBN)**

1. For procurement purposes, Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada Revenue Agency Business Number.
2. All companies are strongly encouraged to obtain a PBN.
3. Companies may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca> . In order for companies to be sourced by government buyers, they must complete the registration process and activate their account in the SRI Service.
4. For non-Internet registration, contact the Contracts Canada InfoLine at 1-800-811-1148 or (819) 956-3440, in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

**NOTE: Security Requirements** - All Contractor personnel may be required to undergo security clearances prior to commencing any work on the National Energy Board (NEB) premises.

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT****SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PSPC FILE # 16-0108**

1. Before work begins, all supplier personnel who require access to sensitive government information or valuable assets must hold a valid **REILABILITY STATUS**.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PSPC.
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PSPC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at **APPENDIX "D"**;
  - (b) Industrial Security Manual (Latest Edition)

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**PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS****1.0 STANDARD INSTRUCTIONS AND CONDITIONS****1.1 CONDITIONS APPLICABLE TO BID SOLICITATION****1.1.1 Submission of Bids**

(1) It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Energy Board (NEB) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- (2) Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. Canada may enter into contract without negotiation.
- (3) Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

- (4) While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- (5) Bid documents and supporting information may be submitted in either English or French.
- (6) Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as CONFIDENTIAL, subject to the provisions of the Access to Information Act and the Privacy Act.

### 1.1.2 Late Bids

It is NEB's policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

### 1.1.3 Delayed Bids

(1) A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NEB are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

- (2) Please request the postal employee to date-stamp your envelope.
- (3) For bids transmitted by facsimile, only the date and the time of receipt recorded by NEB at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- (4) Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NEB.

### 1.1.4 Postage Meters

Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

### 1.1.5 Responses Transmitted by Facsimile

(1) If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile, unless otherwise instructed in the bid solicitation.

NOTE: Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile are not acceptable (e.g. science solicitations).

- (2) Unless otherwise instructed in the bid solicitation, the only acceptable facsimile number for responses to bid solicitations issued by NEB is (403) 299-3637.
- (3) The facsimile number for responses to bid solicitations issued by NEB is identified on the front page of the bid solicitation.

If the bidder chooses to submit a bid by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
  - (b) availability or condition of the receiving facsimile equipment;
  - (c) incompatibility between the sending and receiving equipment;
  - (d) delay in transmission or receipt of the bid;
  - (e) failure of the Bidder to properly identify the bid;
  - (f) illegibility of the bid; or
  - (g) security of bid data.
- (4) Bids submitted by facsimile will constitute your formal bid and must contain:
- (a) the bid reference number;
  - (b) the closing date and time;
  - (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.
- (5) For responses transmitted by facsimile, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".
- (6) Bids submitted electronically will be accepted.

### **1.1.6 Customs Clearance**

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

### **1.1.7 Further Information**

For further information, please contact the Contracting Authority identified on page one of the bid solicitation.

### **1.1.8 Identity or Legal Capacity of Bidder**

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

## **1.2 CONDITIONS APPLICABLE TO RESULTANT CONTRACT**

### **1.2.1 Municipal Taxes**

Municipal taxes are not applicable.

**1.2.2. Provincial Taxes**

- (1) Excluding legislated exceptions (see subsection (5) below), federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - (a) Provincial Sales Tax (PST) Exemption License Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0
British Columbia	R005521
  - (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
- (2) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, should a PST be introduced in the Northwest Territories, Nunavut, or Yukon Territory, the sales tax exemption certificate would be required on purchase orders or purchasing documents.
- (3) Federal departments are required to pay the Harmonized Sales Tax (HST) in the participating provinces of British Columbia, Newfoundland and Labrador, Nova Scotia, New Brunswick and Ontario.
- (4) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor is required to pay the PST on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.
- (5) Exceptions

The following exceptions are provided as examples and may not represent a complete list of all exceptions under the law:

- (a) tobacco products subject to tobacco taxes (except in Alberta);
- (b) petroleum products subject to gasoline and motive fuel taxes;
- (c) vehicle registration fees (except in Alberta, Northwest Territories, Nunavut and Yukon Territory);
- (d) amusement/admission (Nova Scotia and New Brunswick);
- (e) insurance premiums (Quebec);
- (f) tires/batteries subject to environmental levies; and
- (g) transient living accommodation subject to hotel room taxes (British Columbia).



**1.2.3. Condition of Material**

Unless otherwise specified elsewhere in the Contract, material supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

**1.2.4. Labour and Health Conditions**

The Contractor shall comply with all labor and health conditions applicable to the Work.

**1.2.5. Transportation Charges**

If transportation charges are payable by Canada under the terms of the Contract, shipments are to be made by the most direct and economical means consistent with normal shipping practice, unless otherwise directed (as in the case when transportation costs are part of the unit price). They are to be shown as a separate item on the invoice.

**1.2.6. Valuation**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**1.2.7. Foreign Shipments**

Goods shipped into Canada from another country are to be consigned to destination, in bond, unless otherwise directed.

**1.2.8. Bill of Lading**

The transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it shall accompany the shipment; in addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of supplies and contract reference numbers, including the Client Reference Number (CRN) and Procurement Business Number (PBN). If the supplies have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

**1.2.9. Invoice Submission**

Invoices shall be submitted in the name of the Contractor and shall not be submitted prior to the delivery of supplies or the performance of the services. They must show the name and address of the consignee, together with date, method of shipment, the case numbers if applicable, item, quantity, unit of issue, unit price, additional charges if applicable, and the Goods and Services Tax or the Harmonized Sales Tax if applicable, part or reference numbers, description of supplies as shown in the Contract, Contract number, requisition number, CRN, PBN and financial code(s). Separate invoices must be submitted for each shipment and must apply to one contract only. Each invoice must indicate whether it covers partial or final shipment.

**1.2.10. Inspection and Acceptance**

The goods/services are subject to inspection and acceptance by consignee at destination, unless otherwise indicated in the contractual document.

### 1.2.11. Standard Clauses, Conditions and Instruction Sets

Any standard clause, and any condition or instruction set, used or referenced in a bid solicitation or contract may be updated from time to time. When this happens, the version used in an already-issued document will remain in effect in that document, unless the updated version is legally incorporated.

## 2.0 ENQUIRIES - SOLICITATION STAGE

All enquiries regarding the bid solicitation must be submitted in writing to the Contracting Authority named on page one (1) of this document as early as possible within the bidding period. **Enquiries must be received no less than five (5) calendar days prior to the bid closing date to allow sufficient time to provide a response.** Enquiries received after that time may not be able to be answered prior to the bid closing date.

Issues concerning this procurement may be raised prior to bid closing date with the Contracting Authority in order to obtain general guidance. Canada will examine the issues and will decide whether or not to amend the solicitation document.

To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

**All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the Contracting Authority named on page one of the bid solicitation. Non-compliance with this condition during the bid solicitation period can (for that reason alone) result in disqualification of your bid.**

## 3.0 RIGHTS OF CANADA

Canada reserves the right to:

- a) reject any or all proposals received in response to this Request for Proposal (RFP);
- b) enter into negotiations with bidders on any or all aspects of their proposal;
- c) accept any proposal in whole or in part without prior negotiation;
- d) cancel and/or reissue this RFP at any time;
- e) award one or more contracts;
- f) retain all proposals submitted in response to this RFP.

## 4.0 VENDOR PERFORMANCE

**4.1** Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office", or 418 ("Selling defective stores to Her Majesty") of the *Criminal Code*; or

- (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
- (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) with respect to current or prior transactions with the Government of Canada
  - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
  - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

- 4.2** Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

## **5.0 VALIDITY OF BID**

It is requested that proposals submitted in response to this Request for Proposal (RFP) be:

- (a) valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

**PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES****1.0 APPLICABLE LAWS**

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in Alberta, Canada.

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of its choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Bidder.

**2.0 INTEGRITY PROVISIONS**

- 1.1** The Ineligibility and Suspension Policy (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.
- 1.2** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 1.3** In addition to all other information required in the bid solicitation, the Bidder must provide the following:
- 1.3.1** by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - 1.3.2** with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.
- 1.4** Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- 1.4.1** It has read and understands the Ineligibility and Suspension Policy;
  - 1.4.2** It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - 1.4.3** It is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - 1.4.4** It has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - 1.4.5** None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - 1.4.6** It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

- 1.5 Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.
- 1.6 Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

### 3.0 SUBMISSION OF BIDS

The proposal **MUST** be delivered to the following location, by the time and date indicated on page 1 of this solicitation document:

**National Energy Board  
Management Services  
517 Tenth Avenue SW.  
Calgary, Alberta T2R 0A8**

OR

[steve.whiteduck@neb-one.gc.ca](mailto:steve.whiteduck@neb-one.gc.ca)

Bidders shall ensure that the solicitation closing date and time, and the Solicitation number are clearly marked on their envelopes or parcels. Proposals submitted in response to this solicitation will NOT be returned.

### 4.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1. **The front page of this Request For Proposal should be properly completed and signed by the Bidder or by an authorized representative of the Bidder with the submission of their proposal. The signed front page of this RFP must be provided within 5 days of notice of contract award.** The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the Bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

- 3.2 Bidders are requested to prepare their proposal in three (3) separately bound sections as follows:

**SECTION I - TECHNICAL PROPOSAL (with no reference to price)**

(3 paper copies) or (1 electronic copy)

**SECTION II - FINANCIAL PROPOSAL**

(1 paper copy) or (1 electronic copy)

**SECTION III - CERTIFICATIONS (See Appendix "C")**

(1 paper copy) or (1 electronic copy)

- 3.3** It is requested that proposals follow the response format / instructions as detailed below:
- (a) Use 8 ½ x 11 inch bond paper.
  - (b) Use a numbering system corresponding to that of the Request for Proposal and Statement of Work. All references to descriptive material, technical manuals and brochures are to be included in the Bidder's proposal.
- 3.4** It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a bid.
- 3.5** It is essential that the elements contained in a proposal be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidder's disadvantage.
- 3.6** All information regarding the terms and conditions, financial and technical aspects of the Bidder's proposal which, in its opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at each relevant item or page, or in a statement covering the entire proposal.

## **SECTION I - TECHNICAL PROPOSAL**

In the Technical Proposal, the Bidder should demonstrate how the bidder intends to satisfy the requirements stated within the Statement of Work, **Appendix "A"**, as well as demonstrate how the Bidder will meet the requirements of **Appendix "F"**.

## **SECTION II - FINANCIAL PROPOSAL**

1. This section of the proposal shall include a cost summary of the services requested or required in accordance with **Appendix "A"**, and **Appendix "B"**.
2. COSTS SHALL NOT APPEAR IN ANY OTHER AREA OF THE PROPOSAL EXCEPT IN THE FINANCIAL PROPOSAL SECTION – (**Appendix "B"**).
3. In the event that the Bidder's proposal is the sole bid received, Canada may request one or more of the following as acceptable price support:
  - (a) a current published price list indicating the percentage discount available to the Department of Public Works and Government Services; and/or
  - (b) paid invoices for like services sold to other customers; and/or
  - (c) a price certification statement; and/or
  - (d) any other supporting documentation as requested.

**SECTION III: CERTIFICATION REQUIREMENTS (See Appendix “E”)**

1. In order to be awarded a contract, the certifications attached in **Appendix “E”** will be required. The certifications should be submitted with the bid. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.
2. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Bidder’s compliancy to the applicable certifications before and after award of a contract. If it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information will render the bid non-responsive.

**5.0 EVALUATION PROCEDURES AND METHODOLOGY**

Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix “C”**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, **Appendix “A”**.

An evaluation team composed of representatives of the National Energy Board will evaluate the proposals.

The evaluation team reserves the right but is not obliged to perform any of the following:

- (a) seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- (b) contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at NEB in Calgary, Alberta, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

**SECTION I: EVALUATION OF MANDATORY AND POINT RATED REQUIREMENTS**

1. Proposals will be evaluated to ensure that they meet each Mandatory requirement as identified throughout this RFP. Proposals must comply with each and every mandatory requirement. If a Proposal does not comply with a Mandatory requirement, the Proposal will be considered NON-COMPLIANT and will receive no further consideration.
2. Proposals will then be evaluated to determine compliance with the Point Rated requirements detailed in Appendix “C”.
3. Obtain **one of the five (5) highest scores** of the total Point Rated Requirement sections as specified in Appendix “C”, herein, otherwise the proposal will be considered NON-COMPLIANT and will receive no further consideration.

## **6.0 EVALUATION OF PRICE**

For Canadian-based bidders, prices must be firm with Canadian customs duties and excise taxes as applicable included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, excluded.

For foreign-based bidders, prices must be firm and exclude Canadian customs duties, excise taxes and GST or HST as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

Proposals will then be evaluated as specified in Appendix "C".

## **7.0 BASIS OF SELECTION**

To be considered responsive, a bid must

- (a) meet all the mandatory requirements of this solicitation and
- (b) Obtain one of the five (5) highest scores of for the Point Rated Requirement sections specified in this solicitation.

Bids not meeting (a) or (b) above will be given no further consideration. The bid offering the BEST OVERALL VALUE to the NEB will be recommended for Contract award.

## **8.0 OFFER COST**

No payment shall be made for costs incurred in the preparation and submission of your offer in response to this request.

## **9.0 STORES CERTIFICATIONS**

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

## **10.0 CODE OF CONDUCT FOR PROCUREMENT**

The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.



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

### **PART 3: RESULTING CONTRACT CLAUSES**

#### **1.0 SECURITY REQUIREMENTS**

All Contractor personnel may be required to undergo security clearances (**Reliability Status**) prior to commencing any work on NEB premises.

##### **1.1 Security and Protection of Work**

**1.1.1** The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the work, and all information developed by the Contractor as part of the work, and shall not disclose any such information to any person without the written permission of the Crown, except that the Contractor may disclose to a subcontractor, authorized in accordance with this contract, information necessary to the performance of the subcontract. This section does not apply to any information that:

- (a) is publicly available from a source other than the Contractor; or
- (b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.

**1.1.2** When the Contract, the work, or any information referred to in subsection 1.1.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL OR PROTECTED by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified.

**1.1.3** Without limiting the generality of subsections 1.1.1 and 1.1.2, when the Contract, the work, or any information referred to in subsection 1.1.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by Canada, the Crown shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Crown dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

#### **2.0 INTEGRITY PROVISIONS**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy

#### **3.0 GENERAL TERMS AND CONDITION CLAUSES**

##### **3.1 General Conditions**

- 01 Interpretation
- 02 Powers of the Board
- 03 Status of the Contractor
- 04 Amendments and Waivers
- 05 Conduct of the Work

- 06 Compliance with Applicable Laws
- 07 Subcontracting
- 08 Replacement of Personnel
- 09 Assignment
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- 13 Payment
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- 17 Title
- 18 Government Property
- 19 Indemnity Against Third-Party Claims
- 20 Royalties and Infringement
- 21 Copyright
- 22 Suspension of the Work
- 23 Defaults by the Contractor
- 24 Termination for Convenience
- 25 Accounts and Audit
- 26 Notice
- 27 Members of the House of Commons
- 28 Conflict of Interest
- 29 No Bribe
- 30 Survival
- 31 Severability
- 32 Successors and Assigns
- 33 Entire Agreement
- 34 Certification - Contingency Fees

### 3.2 Interpretation

1. In the contract, unless the context otherwise requires, "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written agreement between the Parties, these general conditions, any supplemental general conditions specified in the written agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Board in the management of the Contract;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to Canada under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Government Property" means all materials, parts, components, Specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of

performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defence Production Act, R.S.C. 1985, c. D-1, Government Furnished Equipment and Government Supplied Material;

"Inspection Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Board for whose department or agency the Work is being carried out in matters concerning the inspection of the Work, and for purposes of section 16 (Inspection of the Work) includes a Quality Assurance Authority if such an authority is mentioned in the Contract;

"the Board" means the National Energy Board and any other person duly authorized to act on behalf of that Energy Board;

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42;

"Party" means Canada or the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work, and the derivatives of the word shall be construed accordingly;

"Technical Authority" includes Project Authority and means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the Board for whose department or agency the Work is being carried out in matters concerning the technical aspects of the Work;

"Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

2. The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
3. If the Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, it is subject to that Act and shall be governed accordingly.
4. In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

### **3.3 Powers of the Board**

Every right, remedy, power and discretion vested in or acquired by Canada or the Board under the Contract or by law shall be cumulative and non-exclusive.

### **3.4 Status of the Contractor**

1. The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.
2. Without restricting the terms and conditions of the Contract, and particularly section 19 of these general conditions, it is hereby understood and agreed that, except to the extent caused by or due to Canada, Canada shall not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. The Contractor agrees to fully protect and indemnify Canada and not to make any claims or demands against Canada in respect of any of the foregoing contingencies.

### **3.5 Amendments and Waivers**

1. No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Board and of the Contractor.
2. While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 1.
3. No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

### **3.6 Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work; and
  - (b) it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
2. Except for Government Property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
3. The Contractor shall:
  - (a) carry out the Work in a diligent and efficient manner;

- (b) select and employ on the Work a sufficient number of properly qualified personnel, provide efficient and effective inspection and quality control procedures and provide administration and other support to its employees to the extent necessary to properly carry out the work;
  - (c) perform the Work in accordance with standards of quality acceptable to the Board and in full conformity with the Specifications and all the requirements of the Contract; and
  - (d) provide effective and efficient supervision to ensure that the quality of workmanship is as stated in the Contract.
4. The Work shall not be performed by any person who, in the opinion of the Board or the Technical Authority, is incompetent or has been conducting himself/herself improperly.
  5. The Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to Canada, and any work corrected or replaced by the Contractor pursuant to this subsection shall be subject to all provisions of this Contract to the same extent as Work initially performed.
  6. The Contractor shall adhere to the Technical Authority's reasonable interpretation of the requirements of the Contract insofar as such an interpretation is not inconsistent with any other part of the Contract.
  7. Unless the Board orders the Work or part thereof to be suspended pursuant to section 22 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
  8. The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Board or the Technical Authority.
  9. The Contractor shall be fully responsible for performing the Work and Canada shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by Canada, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

### **3.7 Compliance with Applicable Laws**

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

### **3.8 Subcontracting**

1. Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Board in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.

2. Notwithstanding subsection 1, the Contractor may, without prior consent of the Board, subcontract such portions of the Work as is customary in the carrying out of similar contracts.
3. In any subcontract, the Contractor shall, unless the Board otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Board, not less favorable to Canada than the terms and conditions of the Contract. Deviations in any subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
4. The Contractor is not obliged to seek consent to subcontracts specifically authorized in the Contract.
5. Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Board to a subcontractor.

### **3.9 Replacement of Personnel**

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
3. The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the Board containing:
  - (a) the reason for the removal of the named person from the Work;
  - (b) the name, qualifications and experience of the proposed replacement person; and
  - (c) proof that the person has the required security clearance granted by Canada, if applicable.
4. The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
5. The Board may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3(b) and (c), secure a further replacement.
6. The fact that the Board does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **3.10 Assignment**

1. The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Board and any purported assignment made without that consent is void and of no effect.
2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Board, unless otherwise agreed to in writing by the Board.

**3.11 Time of the Essence**

Time is of the essence of the Contract.

**3.12 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that

- (a) was beyond the reasonable control of the Contractor,
- (b) could not reasonably have been foreseen,
- (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
- (d) occurred without the fault or neglect of the Contractor

shall, subject to subsections 2, 3 and 4, constitute an "Excusable Delay" provided that the Contractor invokes this section by notice under subsection 4.

2. If any delay in the Contractor's performance of any obligation under the Contract is caused by a delay of a Subcontractor, such a delay may constitute an Excusable Delay for the Contractor, but only if the delay of the Subcontractor meets the criteria set out in this section for an Excusable Delay by the Contractor and only to the extent that the delay has not been contributed to by the Contractor.
3. Notwithstanding subsection 1, any delay caused by lack of financial resources of the Contractor or an event that is a ground for termination provided for in subsection 23(2) (Default by the Contractor), or any delay in the Contractor fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or the payment of money, shall not qualify as an Excusable Delay.
4. The Contractor shall not benefit from an Excusable Delay unless the Contractor has:
  - (a) used its best efforts to minimize the delay and recover lost time;
  - (b) advised the Board of the occurrence of the delay or of the likelihood of a delay occurring as soon as the Contractor has become aware of it;
  - (c) within 15 working days of the beginning of a delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Board of the full facts or matters giving rise to the delay, and provided to the Board for approval (which approval shall not be unreasonably withheld) a clear "work-around" plan indicating in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay; this plan shall include alternative sources of materials and labour, if the event causing the delay involves the supply of them; and
  - (d) carried out the work-around plan approved by the Board.
5. In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the Excusable Delay. The Parties shall amend the Contract, as appropriate, to reflect any such change in dates.
6. Notwithstanding subsection 5, the Board may, after an Excusable Delay has continued for thirty (30) days or more, in the Board's absolute discretion terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the Excusable Delay. The Contractor agrees

to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Subsections 23(4), (5) and (6) (Default by the Contractor) apply in the event of a termination under this subsection.

- 7 Except to the extent that Canada is responsible for the delay for reasons of failure to meet an obligation under the Contract, Canada shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

### **3.13 Security and Protection of the Work**

1. The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Board, except that the Contractor may disclose to a subcontractor authorized in accordance with section 07 (Subcontracting) information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Board may require.
2. Subject to the Access to Information Act, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
  - (c) is developed by a Party without use of the information of the other Party.
4. Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
5. When the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by the Board.



6. Without limiting the generality of subsections 1 and 2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL", or PROTECTED by Canada, the Board shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Board dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
7. Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 04 (Amendments and Waivers).

### **3.14 Payment**

1. Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
  - (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Board;
  - (b) all such documents have been verified by the Board;
  - (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Board that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
  - (d) in the case of payment in respect of finished work, the finished work has been inspected by Canada and accepted as being in accordance with the Contract, including the Specifications.
2. The Board shall notify the Contractor, within 15 days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date for payment of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Board.
3. Where a delay referred to in section 11 (Excusable Delay) has occurred, the Board may, at the Board's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by the Board has been implemented in accordance with that section. Section 14 (Interest on Overdue Accounts) shall not apply to any amount withheld under this subsection.

### **3.15 Interest on Overdue Accounts**

1. For the purposes of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;

an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2. Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
3. Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
4. Canada shall not be liable to pay interest on overdue advance payments.

### **3.16 Changes in Taxes and Duties**

1. In this section, "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Board.
2. Subject to subsection 3, in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the Cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the Cost to the Contractor.
3. There shall be no adjustment under subsection 2 in respect of any change that would increase the Cost to the Contractor of the Work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its Cost before that date.
4. The Contractor shall forward to the Board a certified statement showing the increase or decrease in Cost to the Contractor that is directly attributable to the change in the imposition. The Board may verify the increase or decrease in Cost by audit before or after the Contract Price is adjusted.
5. Notwithstanding subsections 2 to 4, no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

### **3.17 Inspection of the Work**

The Work and any and all parts thereof shall be subject to such Inspection as the Technical or Inspection Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by Canada. The Contracting Authority and the Technical or Inspection Authority, or their representatives, shall have access to the Work at any time during working hours where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Technical or Inspection Authority shall have the right to reject the Work and require its correction or

replacement at the Contractor's expense. The Technical or Inspection Authority shall inform the Contractor of the reasons for any such rejection. Inspection by the Technical or Inspection Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.

### **3.18 Title**

1. Except as otherwise provided in the Contract, and except as provided in subsection 2, title to the Work or any part thereof shall vest in Canada upon delivery and acceptance thereof by or on behalf of Canada.
2. Upon any payment being made to the Contractor in respect of the Work or any portion of the Work, either by way of progress payments or accountable advances or otherwise, title to the Work so paid for shall vest in and remain in Canada unless already so vested under any other provision of the Contract.
3. Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the Work or part thereof so vested shall remain with the Contractor until its delivery to Canada in accordance with the Contract.
4. Any vesting of title referred to in subsection 2 shall not constitute acceptance by Canada of the Work and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
5. If the Contract is a defence Contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, title to the Work or to any materials, parts, work-in-process or finished work shall vest in Canada free and clear of all claims, liens, attachments, charges or encumbrances, and the Board shall be entitled at any time to remove, sell or dispose of it or any part of it in accordance with section 20 of that Act.

### **3.19 Government Property**

1. Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada, and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.
2. The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to both the Contracting Authority and the Technical Authority.

### **3.20 Indemnity Against Third-Party Claims**

1. The Contractor shall indemnify and save harmless Canada, the Board and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of

- (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Board shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and
  - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.
2. The Board shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

### **3.21 Royalties and Infringement**

1. In this section, "Royalties" includes
  - (a) license fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
  - (b) any costs or expenses incurred as a result of the exercise by any person of Moral Rights.
2. Subject to subsection 4, the Contractor shall indemnify and save harmless Canada, the Board and their servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by Canada of anything furnished by the Contractor under the Contract.
3. Canada shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Contractor in performing the Contract of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of Canada, provided that the Contractor notifies the Board immediately of any such claim, action, suit or other proceeding, but Canada shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless Canada has consented to the settlement.
4. The Board shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection 2 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify and save harmless Canada for payment of any settlement unless it has consented to the settlement.
5. The Contractor shall notify the Board of all Royalties which it or any of its subcontractors will or may be obligated to pay or propose to pay in respect of carrying out the Contract, and the basis thereof, and the parties to whom the same are payable, and shall promptly advise the Board of any and all claims which would or might result in further or different payments by way of Royalties being made by the Contractor or any of its subcontractors.

6. Where and to the extent that the Board so directs, the Contractor shall not pay and shall direct its subcontractors not to pay any Royalties in respect of the carrying out of the Contract.
7. After the giving of any direction provided for in subsection 6, and subject to compliance by the Contractor with the foregoing provisions, Canada shall indemnify the Contractor and its subcontractors from and against all claims, actions, suits or proceedings for payment of such Royalties as are covered by the direction.
8. The Contractor shall not be entitled to any payment in respect of any Royalties included in the Contract Price to which the indemnity provided in subsection 7 applies.

### **3.22 Copyright**

1. In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, including software developed by the Contractor for the Board.

2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

3. At the completion of the Contract, or at such other time as the Contract or the Board may require, the Contractor shall fully and promptly disclose to the Board all Material created or developed under the Contract.
4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Board may require.
5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.
6. At the request of the Board, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Board may require, a written permanent waiver of Moral Rights, in a form acceptable to the Board, from every author that contributed to the Material.
7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

### **3.23 Suspension of the Work**

1. The Board may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the Work from any premises without the prior written consent

of the Contracting Authority. At any time prior to the expiration of the 180 days, the Board shall either rescind the order or terminate the Contract, in whole or in part, under section 23 (Default by the Contractor) or section 24 (Termination for Convenience).

2. When an order is made under subsection 1, unless the Board terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
3. When an order is made under subsection 1 and is rescinded:
  - (a) the Contractor shall as soon as practicable resume work in accordance with the Contract;
  - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Board following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work; and
  - (c) subject to section 04 (Amendments and Waivers), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

### **3.24 Default by the Contractor**

1. Where the Contractor is in default in carrying out any of its obligations under the Contract, the Board may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the Contractor has not cured the default to the satisfaction of the Board within that cure period.
2. Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor, the Board may, to the extent permitted by the laws of Canada, upon giving notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
3. Upon the giving of a notice provided for in subsection 1 or 2, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
4. Upon termination of the Contract under this section, the Board may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Board, any completed parts of the Work which have not been delivered and accepted prior to the termination and any material, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on

the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, and shall pay or credit to the Contractor the Cost to the Contractor that the Board considers reasonable in respect of all material, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 4 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.

6. Title to all material, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such material, equipment, work-in-process and finished work shall be delivered according to the order of the Board, but Canada will not accept and will not pay for material, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
7. Where, subsequent to issuance of a notice pursuant to subsection 1, the Board is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 24(1) (Termination for Convenience).

### 3.25 Termination for Convenience

1. Notwithstanding anything contained in the Contract, the Board may, at any time prior to the completion of the Work, by giving notice to the Contractor (in this section sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Board may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
2. In the event of a termination notice being given pursuant to subsection 1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada including the unliquidated portion of any advance payment:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
  - (b) the cost to the Contractor plus a fair and reasonable profit there on, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract and with Contract Cost Principles 1031-2;
  - (c) the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Board for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
  - (d) all costs of and incidental to the termination of the Work or part thereof, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated work or part thereof, the Cost of and incidental to the taking of an inventory of materials, components, work-in-

process and finished work on hand related to the Contract at the date of the termination, and the cost of preparation of necessary accounts and statements with respect to Work performed to the effective date of the termination and commitments made by the Contractor with respect to the terminated portions of the Work; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Board for the purpose of the Contract.

3. In paragraph 2(c), "capital expenditures" includes the entry into leases of real property and equipment.
4. The Board may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
5. Notwithstanding anything in subsection 2, the total of the amounts to which the Contractor is entitled under paragraphs 2(a) to (c) inclusive, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated, and shall not exceed the proportion of the price quoted by the Contractor for all of the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.
6. In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally the Contractor shall co-operate with the Board and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
7. Title to all material, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such material, equipment, work-in-process and finished work shall be delivered according to the order of the Board, but Canada will not accept and will not pay for material, equipment or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
8. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Board under this section, except to the extent that this section expressly provides.

### **3.26 Accounts and Audit**

1. The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Board, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.
2. All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection 1 be open to audit, inspection and examination by the authorized representatives of the Board, who may make copies and take extracts thereof. The



Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Board may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

### **3.27 Notice**

Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

### **3.28 Members of the House of Commons**

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising from the Contract.

### **3.29 Conflict of Interest**

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from NEB regulated companies and, for the duration of a Task Authorization under this contract, agrees to:

- Maintain confidentiality in all work conducted for the NEB;
- Maintain the independence of its staff working on NEB projects from its staff who may be working for NEB regulated companies on other projects;
- Not represent or work for parties or participants involved in any NEB proceeding (including the applicant or interveners) if it has been contracted by the NEB to provide services on said proceeding.
- Disclose any conflict of interest.

### **3.30 No Bribe**

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

### **3.31 Survival**

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions concerning Government Property, indemnity against third party claims, royalties and infringement, intellectual property rights and accounts and audit shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, pursuant to subsection 11(6) (Excusable Delay), or by mutual consent, as shall any other provision of the

Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

### **3.32 Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

### **3.33 Successors and Assigns**

The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of Canada and of the Contractor.

### **3.34 Entire Agreement**

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

### **3.35 Certification - Contingency Fees**

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Board may either terminate this Contract for default in accordance with the termination for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.

4. In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;

"employee" means a person with whom the Contractor has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

#### **4.0 REQUIREMENT**

The Contractor shall provide professional services for the National Energy Board, as described in Appendix "A" - Statement of Work.

#### **5.0 CONTRACT PERIOD**

**5.1** The period of the contract is from the date of award to September 15, 2017 inclusive.

**5.2** Subject to the exercise of the Contract option in accordance with the provisions of Article 5.0 herein, services shall be performed for two (2) additional one (1) year periods under the same terms and conditions.

#### **6.0 OPTION TO EXTEND CONTRACT PERIOD**

**6.1** The Contractor hereby grants to the Crown and the Crown shall retain a continuing irrevocable option to extend the term of the Contract by a period of up two (2) additional one (1) year periods under the same terms and conditions. Canada may exercise this contract option at any time by sending a notice to the Contractor prior to the Contract expiry date, or any extension thereof.

**6.2** The Contractor agrees that during the extended period of the Contract, the rates/prices will be in accordance with Appendix "B" - Basis of Payment.

**6.3** The option may only be exercised by the Contract Authority, and any extension of the Contract period will be evidenced through a formal Contract Amendment.

#### **7.0 BASIS OF PAYMENT**

The Contractor shall be paid in accordance with the attached Appendix "B" for Work performed pursuant to the Contract.

#### **8.0 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:

**8.1** 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;

**8.2** all such documents have been verified by Canada;

**8.3** the Work performed has been accepted by Canada.

#### **9.0 INVOICING INSTRUCTIONS**

The Contractor must submit invoices in accordance with the Section 1.2.9. entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority

**10.0 T1204 GOVERNMENT SERVICE CONTRACT PAYMENTS**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip. To enable departments and agencies to comply with this requirement, the Contractor is required to provide its Procurement Business Number (PBN) or its Social Insurance Number. For the PBN, the Contractor is to ensure the accuracy of its information in the Supplier Registration Information service.

**11.0 T1204 GOVERNMENT SERVICE CONTRACT PAYMENTS**

The Contractor shall provide the information listed below, or its Procurement Business Number, with its first invoice. Where the required information includes a Social Insurance Number (SIN) (when the contractor is an individual or in partnership), the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice:

- (a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- (b) the status of the Contractor, i.e. individual, partnership, or corporation;
- (c) for individuals, the Contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax/Harmonized Sales Tax (GST/HST) number;
- (d) for partnerships and corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, corporations must provide their T2 Corporation Tax number, while partnerships must provide the SIN of the partner who has signed the contract; and,
- (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Canada Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

**12.0 CONTACTS****12.1 Project Authority**

National Energy Board  
517 – Tenth Avenue S.W.  
Calgary, Alberta T2R 0A8  
Attn: (to be determined)  
Telephone:  
Email:

Should the work or any portions thereof not be satisfactory, the Project Authority reserves the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

## 12.2 Contracting Authority

Any enquiries regarding this Contract shall be directed to:

National Energy Board  
517, Tenth Avenue SW  
Calgary, Alberta T2R 0A8  
Attn.: (to be determined)  
Telephone:  
Facsimile:  
E-mail:

Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the Contracting Officer.

## 12.3 Supplier Contact

Company: (to be determined)  
Attn.:  
Telephone:  
Facsimile:  
E-mail:

## 13.0 PRIORITY OF DOCUMENTS

13.1 The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- (ii) These articles of agreement;
- (iii) General Conditions - Services, DSS-MAS 9676 (2004/05/14);
- (iv) Appendix "A" - Statement of Work
- (v) Appendix "B" - Basis of Payment
- (vi) Contractor's Proposal dated, (to be determined).

## 14.0 EXPENDITURE, LIMITATION OF

14.1 Canada's total liability under this contract shall not exceed - **To be determined** - Goods and Services Tax or Harmonized Sales Tax extra, as appropriate.

14.2 No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting

Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
- (b) four (4) months prior to the Contract expiry date, or
- (c) if the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

**14.3** In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

#### **15.0 CODE OF CONDUCT FOR PROCUREMENT**

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

#### **16.0 LICENSING**

The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence, or certificate to Canada.

#### **17.0 PERSONNEL, REPLACEMENT OF SPECIFIED**

**17.1** When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

**17.2** If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, within ten (10) calendar days, give notice to the Board of:

- (a) the reason for the removal of the named person from the Work;
- (b) the name, qualifications and experience of the proposed replacement person; and
- (c) proof that the person has the required security clearance granted by Canada, if applicable.

**17.3** The Board may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 15.2, secure a further replacement.

**17.4** The fact that the Board does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **18.0 SUITABILITY OF SERVICES**

**18.1** All services rendered may be evaluated within a reasonable time from commencement of the Contract on the basis of quality and adherence to the NEB's schedule and standards. Personnel assigned must be capable of performing this Contract at a level of competence deemed acceptable by the Project Authority.

**18.2** Should personnel be found unsuitable to perform the services, and upon written advice from NEB through the Contracting Authority, the Contractor shall implement suitable corrective action within five (5) working days after written notice by the Contracting Authority. The replacement proposed must be of adequate ability and attainment. Any cost associated with such replacement shall be to the Contractor's own account.

## **19.0 EXPERIENCE AND EDUCATION**

The Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and the Contractor agrees that the Board reserves the right to verify any information provided in this regard and that untrue statements may result in the Contract being terminated for default pursuant to the terms of the general conditions forming part of this Contract.

## **20.0 TIME VERIFICATION**

Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.

## **21.0 ACCESS TO CANADIAN FACILITIES**

**21.1** Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:

- (a) client's premises;
- (b) client's computer systems (micro computer network);
- (c) documentation;
- (d) personnel for consultation;
- (e) office space, telephones, desk space, manuals and terminals.

**21.2** Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

**21.3** The NEB is responsible for the timely provision of said facilities, equipment, documentation and personnel to the Contractor when such access is approved. Access may be provided on a one-time or on-going basis, as the Project Authority may determine, and as on-going operational needs and cooperative working arrangements between the Contractor and NEB personnel shall reasonably require. Access to and sharing of said facilities, equipment, documentation shall be carried out in good faith between the parties in order to optimize the conduct of the work.

## **22.0 CROWN PROPERTY, DAMAGE TO OR LOSS OF**

The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

### **23.0 SITE REGULATIONS**

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

### **24.0 PRIVACY**

It is understood and agreed that all information obtained and all records, research, working papers, submissions and reports, final or otherwise, prepared in connection with this contract shall be submitted to the Board/Department and shall be the sole and exclusive property of the Board/Department. Furthermore, this information shall be subject to the application of the Access to Information Act. The Contractor shall not use or release this information without the written consent of the Department. Privacy Act applies to all personal information recorded in any form by the Contractor in connection with any services rendered pursuant to this agreement.

### **25.0 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

#### **25.1 Interpretation**

1. In the Contract, unless the context otherwise requires:

"Background Information"

means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware"

means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information"

means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions"

means the general conditions that form part of the Contract;

"Intellectual Property"

means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right"

means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit



topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software"

means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail.
3. If supplemental general conditions 4001 and 4003 are also incorporated in the Contract, the provisions of those supplemental general conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental general conditions.

## **25.2 Record and Disclosure of Foreground Information**

1. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
2. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
3. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

## **25.3 Ownership of Intellectual Property Rights in Foreground Information**

1. All Intellectual Property Rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.
2. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (année).
3. The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

## **25.4 License to Intellectual Property Rights in Background Information**

1. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the

Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
  - a. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
  - b. the right to disclose the Background Information to other governments for information purposes;
  - c. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:
    - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
3. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

### **25.5 Contractor's Right to Grant Licence**

The Contractor represents and warrants that it has the right to grant to Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with section 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Canada.

### **25.6 Waiver of Moral Rights**

If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that

contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information

## **26.0 OWNERSHIP AND DISCLOSURE OF INFORMATION**

It is understood and agreed that the Contractor shall, during and after the period of the contract, treat as confidential and not divulge, unless authorized in writing by the Project Authority, any information obtained in the course of the performance of the contract.

The Contractor understands and agrees that all information or reports obtained with respect to research, working papers, submissions and reports, final or otherwise, prepared in connection with this contract shall be submitted to the Crown and shall be the sole and exclusive property of the Crown.

## **27.0 INFORMATION STORAGE AND RETRIEVAL**

All information storage and retrieval disks and tapes are to be electronically scanned for computer viruses and other coding intended to cause malfunctions, prior to being used on Crown equipment. The Contractor or Contractor's personnel shall immediately inform the Project Authority or Project Authority designate, if disks or tapes used for work on this requirement are found to contain computer viruses or coding intended to cause malfunctions. The program used by the Contractor to scan for computer viruses shall be subject to the approval of the Project Authority or Project Authority designate.

## **28.0 TIMELY PROBLEM IDENTIFICATION AND RESOLUTION**

- 28.1** The Contractor shall immediately advise the Contracting and Project Authorities in writing of any and all situations or difficulties which the Contractor considers will have a significant impact upon the scope of the Work, expected technical achievement, delivery schedule, person-power or cost to the Crown.
- 28.2** Such reports must include proposed detailed remedial action plans to resolve or alleviate such situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, resources and cost to effect such plans. Such plans shall include all reasonable options for consideration by the Crown plus the costs and consequences to the Crown of taking no remedial action and must also provide a reasonable amount of time for the Crown to review these options and obtain any necessary funding authorization.
- 28.3** The Contractor shall be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, but shall be required, to remedy such problems at its own expense.

## **29.0 COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$1,000,000 per accident or occurrence.

## **30.0 AUDIT**

The amount claimed under the terms and conditions of this Contract, as computed in accordance with the Basis of Payment, is subject to government audit. Any payments made pending completion of the audit

shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it shall be refunded promptly to Canada. Supporting information for each element of cost shall be available and shall be in sufficient detail that an in-depth audit can be performed.

### **31.0 CONTRACTOR'S RESPONSIBILITY**

It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated in the bid solicitation and resulting contract, is necessary for its own protection or to fulfill its obligations under the Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

The following insurance provisions shall not limit any insurance required by federal, provincial or municipal law.

### **32.0 TERMINATION FOR CONVENIENCE**

Canada reserves the right to terminate the services at any time during the Contract period upon giving the Contractor thirty (30) days written notice of its intent. In the event of any such termination, Canada's liability to the Contractor shall be limited to the payment of the services which have accrued up to and including the date of termination.

### **33.0 INTERNATIONAL SANCTIONS**

**33.1** Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

**33.2** Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

**33.3** It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

**33.4** By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

### **34.0 APPLICABLE LAWS**

This Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Alberta, Canada.

### **35.0 WORK FORCE REDUCTION PROGRAMS**

**35.1** It is a term of this contract:

- a. that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- c. that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

**35.2** The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Board has relied upon such representation to enter into this Contract. Such representation may be verified in such manner as the Board may reasonably require.

### **36.0 MANDATORY CERTIFICATIONS**

Compliance with the Certifications the Contractor has provided Canada is a condition of this Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Board shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

### **37.0 TAX WITHHOLDING OF 15 PERCENT**

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

### **38.0 GOODS AND SERVICES TAX / HARMONIZED SALES TAX**

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

### **39.0 LIABILITY**

Without restricting the terms and conditions of the Contract, it is hereby understood and agreed that, except to the extent caused by or due to Canada, Canada shall not be liable for any losses, claims, damages, or

expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. The Contractor agrees to fully protect and indemnify Canada and not to make any claims or demands against Canada in respect of any of the foregoing contingencies.

#### 40.0 PROACTIVE DISCLOSURE

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

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

*"fee abatement formula"* means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

*"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.

**APPENDIX “A”****STATEMENT OF WORK****1.0 Background**

In response to the NEB’s strategic priority of “Engaging with Canadians”, the NEB will be using state-of-the-art interactive visualizations to share data with Canadians.

As a pilot concept, the Energy Futures data visualizations were created. This took the appendices data from the “Canada’s Energy Future 2016: Energy Supply and Demand Projections to 2040” and created interactive visuals that would allow complex data to be accessible to all Canadians. This was achieved with a design-first approach. Meaning, the design of the visualizations was addressed, the data sets were cleaned and prepared and then the coding was undertaken and deployed into the NEB web environment. The complete data sets and the source code behind the visualizations will be registered with the Government of Canada’s Open Government Portal.

Success was achieved with the pilot concept as a result of continuous coordination and open dialogue between the services providers and NEB staff.

The NEB is looking to build on the pilot concepts and create visualizations with a variety of its data including: pipeline safety, system maps and further energy information data. Further investment in this area is intended to support the NEB’s efforts to modernize its approaches to meaningfully engage Canadians and to support an informed energy dialogue.

At this time it is anticipated that the research and design team going forward will be comprised of University-based data visualization experts as well as NEB staff. A technical team would consist of the successful bidder on this contract as well as NEB web and information technology staff. The NEB will also have a data visualization team to provide overall coordination, direction and approvals.

**1.1 Issue**

The NEB will be undertaking further data visualizations and does not have internal capacity to do the necessary coding or the necessary social media sharing integration and deployment activities.

The degree of effort will be significant as the NEB requires the creation of visualizations to represent multiple datasets in addition to improvements and maintenance of existing.

**1.2 Approach and considerations**

Based on the lessons learned from the pilot concept, this contract represents an optimized use of NEB resources. This contract would be in place for one year, with two one-year options to continue

**1.3 Terminology:**

D3	Data-driven documents
GC	Government of Canada
NEB	National Energy Board
WET	Web experience toolkit

**2.0 Reference Documents**

- Pilot concept, Energy Futures data visualizations: [www.neb-one.gc.ca/energyfuturesdata](http://www.neb-one.gc.ca/energyfuturesdata)
- NEB website: [www.neb-one.gc.ca](http://www.neb-one.gc.ca)
- Web Experience Toolkit: <http://www.tbs-sct.gc.ca/hgw-cgf/oversight-surveillance/communications/ws-nw/wet-boew-eng.asp>

### 3.0 Objective

To retain the services of a contractor capable of assisting the National Energy Board (NEB) with its objective to deliver new data visualizations and implement improvements to the existing *Exploring Canada's Energy Future* data visualizations through their development and maintenance of the computer coding necessary for visualizations. The contractor would provide the technical expertise and ability to develop code and deploy to the NEB web environment.

### 4.0 Statement of Requirement

With the creation of the pilot concept, Energy Futures data visualization, the NEB requires the services of a contractor to provide a team to continue the work to create new visualizations while maintaining and updating existing visualizations. The code, and the data behind the visualizations, will be open source to align with the both the NEB and GC direction towards open data. All data sets and source code will be published under the GC's Open Government Licence through the Open Government Portal.

Visualizations will be created with a design first approach. This means the contractor, having participated in the design development process providing input and feedback, will then be tasked with creating the source code necessary to create working replicas of the design. This will include adapting code from existing sources, such as D3, as well as creating new visualizations and features.

Interactive features will be identified by the NEB and the research and design team. The contractor will implement. There will be multiple visualizations being addressed concurrently though all effort will be made by the NEB and contractor to stagger the development cycle to promote manageable workloads. The research and design component will be led by a separate, University-based data visualization group and feed the technical development.

Each dataset that will be visualized will be assessed on a case-by-case basis to identify visualization solutions. The contractor can expect to be creating several new visualizations and interactive features; however, the majority of the navigation features will remain the same as from the pilot concept to add consistency and predictability for the end-user. The contractor will be expected to work from design concepts and/or codes provided by the research and design team to, in turn, create the code necessary for interactive data visualizations.

The success of the Energy Futures data visualization pilot was in part due to the collaborative nature of the team involved. This included multiple external contractors and several groups within the NEB. The NEB will continue to work collaboratively with all parties involved in visualizations and will expect the same of its contractors.

#### 4.1 Scope of Work:

The NEB requires the services of a contractor to:

- 4.1.1 Provide advice and input: Provide feedback into both the data design and format as well as



- into the design of data visualizations. The contractor must be able to work collaboratively with other services providers and with NEB staff from various disciplines including IT, web and the visualization team. The contractor will provide requirements analysis to assist the NEB in the visualization creation process.
- 4.1.2 Support and maintain visualizations: Provide ongoing technical support, including additional development/coding and integration efforts to ensure the existing pilot concept visualizations, and all others developed, remain viable and functional on the NEB's external website. It should be noted that break-fix activities should be treated as a priority due to the reputational value of the visualizations being supported. It is the expectation of the NEB that break-fix requests will be acknowledged via email within 1 hour of notification (Mon – Fri 8:00 am – 5:00pm MST) and resolved with 24 hours of receipt.
  - 4.1.3 Transform visualization design concepts: Create the code to bring the design to reality, to deliver on the interactive features requested and to ensure the visualizations are operational within the NEB web environment. This will include managing deployment into NEB environment. The contractor will also be required to integrate code or adaptations from other third parties (e.g. integrate code necessary to allow a search engine optimization firm to perform their requirements).
  - 4.1.4 Social media sharing: Integrate social media sharing functionality including the creation and deployment of short, track able URLs.
  - 4.1.5 Meetings: Participate in planning, update and close-out meetings at the request of the NEB.
  - 4.1.6 Administration and management: The contractor will be responsible for providing the necessary level of project management; regularly sharing updates on status (minimum of once per week). The NEB will identify priorities on an ongoing basis and will be responsible for all final decisions, including setting priorities. The contractor will be responsible for quality control of their work up to and including its deployment in NEB web environment. The contractor will provide and follow a regular deployment schedule including providing release notes.
  - 4.1.7 Logistics: The contractor will provide space for all their resources to work in addition to supplying work space for up to 4 individuals from the NEB or other contractors to work when required. This is anticipated to be two half-days per work week.
  - 4.1.8 Enhance Energy Futures visualizations. Provide technical improvements (development/integration/architecture) to the pilot concept data visualizations as directed by the NEB. This may include but not be limited to changes to the original visualizations code base, changes to the packaging of the concept visualizations to be compatible with new releases, or changes to the deployment method and development to allow for better integration with new visualizations. Should the contractor use a development language different than what was used for the pilot concept visualizations it will be the responsibility of the contractor to rebuild those visualization to the same technology and coding language while maintaining all interactive features.
  - 4.1.9 Documentation and training. The contractor will provide clear, detailed documentation of their development, configuration, and or deployment work as per NEB expectations and standards. The contractor will also provide opportunities, where possible, for NEB technical staff to gain a better understanding of the technical development, integration, and deployment process so as to gain a better understanding of the overall technical solution.

This contract will be in place through to September 31, 2017 with two possible one-year extensions.

## 4.2 Tasks:

Tasks will include, but not limited to, the following;

- 4.2.1 Develop and implement improvements to existing visualizations:
  - Improvements to help aids and their presentation
  - Implement solution for custom data download; data download only includes the information presented in the exact graph/chart displayed
  - Implement solution to normalize data to provincial and territorial populations
  - Implement mitigations to known bugs with Chrome/Firefox display of gradients
  - Implement mitigations to upcoming WET 4 template's impact on visualizations
  - Improve accessibility of web pages as per the Government of Canada web standards
- 4.2.2 Provide technical input into the viability of visualization creation process.
- 4.2.3 Proactively identify technical issues as part of the planning, development and review cycle.
- 4.2.4 Working from design sketches create code for visualizations
  - Interactive features will be created as requested by the NEB
  - Visualizations will be constructed in line with NEB web standards
  - Social media sharing functionality will be included and maintained
  - All code will be open source, including contractor's provision of help files.
- 4.2.5 Deploy and perform quality assurance in NEB environment
- 4.2.6 Ensure visualizations are coded in such a way as they integrate into NEB web environment
- 4.2.7 Ongoing maintenance of visualizations.

## 4.3 Deliverables and Acceptance Criteria:

- 4.3.1 Implementation of improvements to existing visualizations
- 4.3.2 Attendance at planning workshop(s)
- 4.3.3 Delivery of working code for visualizations (representing up to 12 data sets)
- 4.3.4 Documentation of work and process including weekly status reports and monthly updates for invoicing purposes.
- 4.3.5 Participation in weekly status update meetings, led by NEB; contractor will provide status reports
- 4.3.6 Participation in additional meetings (in person, or via phone), on an ad hoc basis
- 4.3.7 Continual maintenance, improvement and fixes, as required by the NEB
- 4.3.8 Participation in review-and-learn meeting(s)

Payment would be made on a monthly basis, upon the Project Authority's acceptance of a monthly report from the contractor summarizing the activities and milestones achieved during the month.

It should be noted that in accordance with the Financial Administration Act and the *Treasury Board Contracting Policy*, payment for a deliverable can only be made once the acceptance criteria have been met. The contracting officer must ensure that the contract clearly identifies when payment will be made, for example, upon receipt and acceptance of a deliverable, progress report, milestone payment, etc.

**4.4 Constraints:**

- Contractor must be available for onsite and virtual meetings to meet goals for collaboration.
- Development must occur in a Windows or Window compatible environment to integrate with NEB systems.
- Development must produce English and French outputs.
- The [Government of Canada WET template](#) must be applied. Users must be able to move seamlessly between the data visualization webpages and the rest of the web site.
- Government of Canada web standards will apply.
- The contractor will only be granted access to the NEB infrastructure and systems specific to the supporting servers, databases and applications related to the Visualization activities.
- No travel expenses will be included.
- All source code and data will be registered with the Government of Canada's Open Government portal under the Open Government Licence.

## APPENDIX "B"

**1.0 BASIS OF PAYMENT**

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with *Contract Cost Principles* 1031-2, as determined by a government audit, plus a profit computed in accordance with Chapter 10, Cost and Profit, of the *Supply Manual*, Public Works and Government Services Canada. The results and findings of the government's audit will be conclusive.

- 1.1** The contractor shall be paid **firm, all inclusive, per diem rate** on the basis of the number of days worked by each role multiplied by the per diem billing rate for that role.

Financial Evaluation – September 15, 2016 to September 15, 2017				
Job Description	Name of Proposed Recourse	Days Required	Per diem Rate 2017/2018/FY	Total
Project Manager		74 Days	\$	\$
Developer(s)		294 Days	\$	\$
Senior Administrator		1 Days	\$	\$
Total				\$

\* GST/HST is extra to the per diem rates

- 1.2** All deliverables are F.O.B Destination, and Canadian Customs Duty included, where applicable.

- 1.3** The Crown will not accept any Travel and Living expenses incurred by any contractor as a consequence of any relocation required to satisfy the terms of any resulting contract.

- 1.4** All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

**2.0 Travel**

Actual travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228>)

- a. All payments are subject to Federal Government Audit
- b. All travel must have prior authorization of the Project Authority

**3.0 Estimates:**

Where a cost estimate has been submitted and accepted by the Project Authority, fully completed work or services will be performed or provided at a cost no greater than 110% of such estimate.

#### 4.0 Contract Cost Principles – 1031-2 Supply Manual Chapter 10

##### 1031-2 01 (2008-05-12) General Principle

The total cost of the Contract must be the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

##### 1031-2 02 (2008-05-12) Definition of a Reasonable Cost

1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration will be given to:
  - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
  - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
  - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
  - d. significant deviations from the established practices of the Contractor which may unjustifiably increase the contract costs; and
  - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

##### 1031-2 03 (2008-05-12) Direct Costs

There are three categories of direct costs:

- a. "Direct Material Costs" meaning the cost of materials which can be specifically identified and measured as having been used or to be used in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by Canada.
  - i. These materials may include, in addition to materials purchased solely for the performance of the Contract and processed by the Contractor, or obtained from subcontractors, any other materials issued from the Contractor's general stocks.
  - ii. Materials purchased solely for the performance of the Contract or subcontracts must be charged to the Contract at the net laid-down cost to the Contractor before cash discounts for prompt payment.
  - iii. Materials issued from the Contractor's general stocks must be charged to the Contract in accordance with the method as used consistently by the Contractor in pricing material inventories.
- b. "Direct Labour Costs" meaning the costs of the portion of gross wages or salaries incurred for the Work, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost accounting practices as accepted by

- Canada.
- c. "Other Direct Costs" meaning those applicable costs, not falling within the categories of direct material or direct labour, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract and which are so identified and measured consistently by the Contractor's cost practices as accepted by Canada.

## 1031-2 04 (2012-07-16) Indirect Costs

1. "Indirect Costs (overhead)" meaning those costs which, though necessarily having been incurred during the performance of the Contract for the conduct of the Contractor's business in general, cannot be identified and measured as directly applicable to the performance of the Contract.
2. These Indirect Costs may include, but are not necessarily restricted to, such items as:
  - a. indirect materials and supplies (\*);
  - b. indirect labour;
  - c. fringe benefits (the Contractor's contribution only);
  - d. public services expenses: expenses of a general nature such as power, heat, light, operation and maintenance of general assets and facilities;
  - e. fixed/period charges: recurring charges such as property taxes, rentals and reasonable depreciation costs;
  - f. general and administrative expenses: including remuneration of executive and corporate officers, office wages and salaries and expenses such as stationery, office supplies, postage and other necessary administration and management expenses;
  - g. selling and marketing expenses associated with the goods, services or both being acquired under the Contract;
  - h. general research or development expenses as considered applicable by Canada.

(\*). For supplies of similar low-value, high-usage items the costs of which meet the above definition of Direct Material Costs but for which it is economically expensive to account for these costs in the manner prescribed for direct costs, then they may be considered to be indirect costs for the purposes of the Contract.

## 1031-2 05 (2008-05-12) Allocation of Indirect Costs

Indirect Costs must be accumulated in appropriate indirect cost pools, reflecting a contractor's organizational or operational lines and these pools subsequently allocated to contracts in accordance with the following two principles:

- a. the costs included in a particular indirect cost pool should have a similarity of relationship with each contract to which that indirect cost pool is subsequently distributed; further, the costs included in an indirect cost pool should be similar enough in their relationship to each other that the allocation of the total costs in the pool provides a result which would be similar to that achieved if each cost within that pool were separately distributed;
- b. the allocation basis for each indirect cost pool should reflect, as far as possible, the causal relationship of the pooled costs to the contracts to which these costs are distributed.

## 1031-2 6 (2008-05-12) Credits

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable direct or indirect cost, received by or accruing to the Contractor, must be credited to the Contract.

## 1031-2 07 (2012-07-16) Non-applicable Costs

Despite that the following costs may have been or may be reasonably and properly incurred by the Contractor in the performance of the Contract, they are considered non-applicable costs to the Contract:

- a. allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against Canada;
- c. losses on investments, bad debts and collection charges;
- d. losses on other contracts;
- e. federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes;
- f. provisions for contingencies;
- g. premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Contractor;
- h. amortization of unrealized appreciation of assets;
- i. depreciation of assets paid for by Canada;
- j. fines and penalties;
- k. expenses and depreciation of excess facilities;
- l. unreasonable compensation for officers and employees;
- m. specific product development or improvement expenses not associated with the product being acquired under the Contract;
- n. advertising, except reasonable advertising of an industrial or institutional character placed in trade, technical or professional journals for the dissemination of information for the industry or institution;
- o. entertainment expenses;
- p. donations except those to charities registered under the Income Tax Act;
- q. dues and other memberships other than regular trade and professional associations;
- r. fees, extraordinary or abnormal for professional advice in regard to technical, administrative or accounting matters, unless approval from the Contracting Authority is obtained.
- s. compensation in the form of dividend payments or calculated based on dividend payments;
- t. compensation calculated, or valued, based on changes in the price of corporate securities, such as stock options, stock appreciation rights, phantom stock plans or junior stock conversions; or, any compensation in the form of a payment made to an employee in lieu of an employee receiving or exercising a right, option, or benefit.

**APPENDIX “C”  
EVALUATION PROCEDURES & CRITERIA**

**1.0 EVALUATION PROCEDURES****1.1** To be considered responsive, a bid must

- i. Meet all the mandatory requirements of this solicitation and
- ii. Obtain one of the five highest scores of the Point Rated Requirement sections specified below in this solicitation.

**1.2** Bids not meeting Section 1 above will be given no further consideration.**1.3** Bids not meeting (i) or (ii) above will be given no further consideration.**1.4** The bid offering the BEST OVERALL VALUE to the NEB will be recommended for Contract award.**OVERALL PROPOSAL SCORE AND BASIS OF SELECTION**

Selection of the successful bidder will be on the basis of BEST OVERALL VALUE to the Board, taking into consideration Rated Requirements and Price. Price will be the total dollar amount that the bidder proposed to charge. The weights to be given will be:

Mandatory Requirements	Met/Not Met
Point Rated Requirements	80 %
Total Proposed Price	<u>20</u> %
Total Weighting	100 %

**An example** of the calculation the Overall Proposal Score for each category is as follows:

<b>Highest Combined Rating of Point Rated Requirements (75%) and Price (25%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Total Point Rated Requirement</b>	78	76	70
<b>Total Proposed Price</b>	\$75,000	\$66,000	\$63,200
<b>Calculation</b>	<b>Points Rated Points</b>	<b>Price Points</b>	<b>Total Points</b>
<b>Bidder 1</b>	$78/100 \times 75 = 58.5$	$63,200/75,000 \times 25 = 21.1$	79.6
<b>Bidder 2</b>	$76/100 \times 75 = 57$	$63,200/66,000 \times 25 = 23.9$	80.9
<b>Bidder 3</b>	$70/100 \times 75 = 52.5$	$63,200/63,200 \times 25 = 25$	77.5



**2.0 EVALUATION CRITERIA****NOTE TO BIDDERS:**

The Technical Proposal should address, but not necessarily be limited to, each rated criteria listed herein. The rated criteria will be used to evaluate the relative merits of your proposal. The evaluation will be based solely on the contents of your proposal. It is essential that the elements contained in your bid be stated clearly and in a concise manner. Failure to provide complete information will be to your disadvantage. It is recommended that your proposal address the rated criteria in sufficient depth to permit a proper and complete evaluation of your submission. Items not addressed will be given a score of zero.

Listing experience without providing any supporting data to prescribe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

**References, including the name, address and a current telephone number, of an individual(s) who may be contacted are to be provided in order to verify experience claimed.**

**2.1 MANDATORY REQUIREMENT**

	<b>Mandatory Requirement</b>	<b>Met or Not Met (Yes/No)</b>	<b>Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met</b>
<b>M1</b>	The bidder <u>agrees</u> it will provide all source code for registration with the Government of Canada's Open Government portal under the Open Government Licence		
<b>M2</b>	The bidder <u>must</u> demonstrate that it has a minimum of three (3) years of relevant experience is required in Data Visualization Computer Coding and Development field.		
<b>M3</b>	The bidder <u>must</u> hold or be willing to undergo a security clearance at an "Reliability" Level		

## 2.2 POINT RATED REQUIREMENTS

	Point Rated Requirements	Available Points	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
<b>R1</b>	The bidder should demonstrate by way of <u>resumes</u> , the proposed resource(s) have <u>recent</u> (within the last 5 years) experience in the following areas: <ol style="list-style-type: none"> <li>1) Experience in creating geospatial visualizations. <i>(10 points)</i></li> <li>2) Experience implementing custom parameters for URL generation to support search engine readability/optimization <i>(10 points)</i></li> <li>3) Experience in implementing social media sharing capabilities. <i>(10 points)</i></li> <li>4) Experience with the Government of Canada web standards. <i>(10 points)</i></li> </ol>	<b>/40</b>	
<b>R2</b>	The bidder should demonstrate by way of <u>resumes</u> , the proposed resource(s) have <u>recent</u> (within the last 5 years) experience in working from design sketches to create code for interactive visualizations. <i>(Please see the NEB's existing visualizations at <a href="http://www.neb-one.gc.ca/energyfuturesdata">www.neb-one.gc.ca/energyfuturesdata</a>).</i>	<b>/30</b>	
<b>R3</b>	Provide references of similar projects from, Federal Government, Academia, and Industries. <i>(10 points per reference)</i>	<b>/30</b>	
	<b>TOTAL</b>	<b>/100</b>	

Total of all of the point rated criteria 100 points

Minimum required score to be deemed as responsive is 75 points

**2.3 FINANCIAL EVALUATION**

<b>Financial Evaluation – September 15, 2016 to September 15, 2017</b>				
<b>Job Description</b>	<b>Name of Proposed Recourse</b>	<b>Days Required</b>	<b>Per diem Rate 2016/2017/FY</b>	<b>Total</b>
Project Manager		74 Days	\$	\$
Developer(s)		294 Days	\$	\$
Senior Administrator		1 Days	\$	\$
Total				\$

<b>Financial Evaluation – September 16 2017 to September 15, 2018</b>				
<b>Job Description</b>	<b>Name of Proposed Recourse</b>	<b>Days Required</b>	<b>Per diem Rate 2017/2018/FY</b>	<b>Total</b>
Project Manager		74 Days	\$	\$
Developer(s)		294 Days	\$	\$
Senior Administrator		1 Days	\$	\$
Total				\$

<b>Financial Evaluation – September 16, 2018 to September 15, 2019</b>				
<b>Job Description</b>	<b>Name of Proposed Recourse</b>	<b>Days Required</b>	<b>Per diem Rate 2018/2019/FY</b>	<b>Total</b>
Project Manager		74 Days	\$	\$
Developer(s)		294 Days	\$	\$
Senior Administrator		1 Days	\$	\$
Total				\$

The prices and rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

All submitted prices should include all administration costs, management personnel costs and any other

related costs

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination for goods, Customs duties and Excise taxes included.

A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment shall be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the per diem rate shall be prorated to reflect the actual time worked.

The workload forecast shown in table above is for evaluation of a bid price and are not guaranteed. GST/HST is extra to the proposed per diem rates.

- Travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

*Travel expenses for trips determined necessary for visualization program will be added throughout the term of the contract as necessary.*

## **2.4 AUDITED FINANCIAL STATEMENTS**

In order to confirm a Bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief information officer.

Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the *Access to Information Act*.

In the event that a bid is found to be non-responsive on the basis that the Bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

## **2.5 CONFIDENTIALITY**

Should the Bidder provide the information requested above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, Section 20 (1) (b) and (c).

**APPENDIX “D” SECURITY REQUIREMENTS CHECK LIST**

(3 next pages)

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

1. Before work begins, all supplier personnel who require access to sensitive government information or valuable assets must hold a valid **REILABILITY STATUS**.
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PSPC.
3. The Contractor **MUST NOT** utilize its **Information Technology** systems to electronically process, produce or store **PROTECTED** information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at **APPENDIX “D”**;
  - (b) Industrial Security Manual (Latest Edition)



Contract Number / Numéro du contrat <b>16-0108</b>
Security Classification / Classification de sécurité

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>National Energy Board</b>	2. Branch or Directorate / Direction générale ou Direction <b>Integrated Energy Information and Analysis</b>
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail  
 With the creation of the project concept, Energy Futures data visualization, the NEB requires the services of a contractor to provide a team to continue the work to create new visualizations while maintaining and updating existing visualizations. They will also be responsible for deploying the code to the NEB web environment.

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
--	--	------------------------------------

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
--	--	------------------------------------

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
--	--	------------------------------------

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
---	--	------------------------------------

6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
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7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> SM	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

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

Special comments:  
 Commentaires spéciaux :

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat
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**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	✓															
IT Media / Support IT / IT Link / Lien électronique																

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

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

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

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





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Katherine Murphy	Title - Titre Project Manager	Signature 
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Telephone No. - N° de téléphone 403-299-3630	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel katherinel.murphy@nob-one.gc.ca	Date June 21, 2016
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**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Lee Williams Adam Hutchings	Title - Titre Security Advisor Group Leader, Security	Signature 
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Telephone No. - N° de téléphone (403) 299-3180 403-471-5804	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel lee.williams@nob-one.gc.ca	Date 30 June 16
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  No  Yes  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  Non  Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Steve Whitehead	Title - Titre Procurement Specialist	Signature 
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 14 July 2016
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**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées) Adam Hutchings	Title - Titre Security Advisor	Signature 
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Telephone No. - N° de téléphone 403-471-5804	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 30 June 16
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**APPENDIX "E"****CERTIFICATIONS****1.0 CERTIFICATIONS**

**NOTE TO BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE THESE CERTIFICATIONS BY FILLING IN THE APPROPRIATE SPACES BELOW AND INCLUDE IT WITH THEIR PROPOSAL.**

**2.0 AVAILABILITY AND STATUS OF PERSONNEL****AVAILABILITY OF PERSONNEL**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work in relation to the fulfillment of this requirement.

**STATUS OF PERSONNEL**

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority.

During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

**3.0 EDUCATION / EXPERIENCE CERTIFICATION**

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

**4.0 FORMER PUBLIC SERVANT CERTIFICATION**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause, "former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) 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.

#### 4.1 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 FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Is the Bidder a FPS in receipt of a pension as defined above? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

#### 4.2 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**5.0 COMPLIANCE WITH THE CERTIFICATIONS**

The Bidder certifies that it is compliant with all the articles, clauses, terms and conditions contained or referenced in the Request for Proposal (RFP) including the following certifications detailed below:

- 2. Availability and Status of Personnel
- 3. Education / Experience Certification
- 4. Former Public Servant Certification
  - 4.1 Former Public Servant in Receipt of a Pension
  - 4.2 Work Force Reduction Program
- 5. Compliance with the Certifications

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