

**RETURN BIDS TO:**

National Energy Board  
Suite 210, 517 Tenth Avenue SW  
Calgary, AB, Canada T2R 0A8  
Bid Email: [proposals.propositions@neb-ong.gc.ca](mailto:proposals.propositions@neb-ong.gc.ca)  
Subj: 16-0200 Attn S Rehel/ L Kettles

**REQUEST FOR PROPOSAL**

Comments

**Proposal To: National Energy Board**

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

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

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

<b>Title</b>	
<b>Audio Visual Services</b>	
<b>Solicitation No.</b>	<b>Date</b>
84084-16-0200	2017-02-16
<b>Solicitation Closes</b>	
<b>Time Zone</b>	
<b>at</b>	<b>02 :00 PM – 14h00</b>
<b>on</b>	<b>2017-04-11</b>
<b>Mountain Daylight Time (MDT)</b>	
<b>F.O.B.</b>	
<b>Plant:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>	
Shirley Rehel and Lorna Kettles	
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>
<b>403-919-8444 / 403-471-7924</b>	<b>Proposals.propositions@neb-one.gc.ca</b>
<b>Destination – of Goods, Services, and Construction:</b>	
<b>See herein</b>	

**Instructions:** See Herein

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization and any other annexes.

### **1.2 Summary**

The National Energy Board (NEB or the Board) is seeking a task based contract to provide reliable AV services at NEB hearings, engagements, and other events throughout Canada, with the exception of areas subject to Comprehensive Land Claim Agreements (CLCA).

The Contract will be in effect from date of award for one years with two - one year option periods.

Potential locations could include, but are not limited to:

- Alberta – Calgary, Edmonton, Peace River, Grand Prairie
- Saskatchewan – Regina, Saskatoon, Prince Albert
- Manitoba – Winnipeg, Brandon
- Ontario - Kenora, Thunder Bay, North Bay, Kingston, Ottawa/Gatineau
- Quebec – Montreal, Quebec City
- New Brunswick - Saint John, Moncton, Fredericton
- British Columbia –Vancouver, Victoria, Lower Mainland and southern interior, north east Chetwynd, Fort St. John
- Northwest Territories – Inuvik, Norman Wells, and southern communities

The services are required on an "as and when requested basis". For hearings, the contracted technical resources would perform the work in conjunction with the NEB hearing manager and take direction from an NEB onsite technical resource.

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Former Public Servant

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

## Definitions

For the purposes of this clause,

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

- a. an individual;

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 copy, or 1 electronic copy)  
Section II: Financial Bid (1 copy, or 1 electronic copy)  
Section III: Certifications (1 copy, or 1 electronic copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

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

**Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex “B”. The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications**

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

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

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria (Step one)**

All bidders must meet the following requirements:

Requirement		Met (Y) / not met (N)
M1	The Bidder must be able to provide all services listed in the Statement of Work	
M2	The Bidder must be able to provide services across Canada ranging from major cities to towns and villages in major hotels, convention centers and town halls.	
M3	The Bidder must be able to support multiple (up to a maximum of three (3)) concurrent events across Canada.	
M4	The Bidder must be able to setup and take down during weekends, evenings and holidays.	

**4.1.1.2 Point Rated Technical Criteria (Step two)**

Bidders will be awarded points based on the following:

	Requirement	Points Available	How points will be awarded
R1	Backup provisions:	/25	25 points for a



	The Bidder should provide a detailed description of a back-up plan in case of service failure. The bidder should describe events that experienced unanticipated problems and the work arounds used to maintain service.		<p>comprehensive back-up plan that addresses service failures.</p> <p>15 points for an adequate plan that addresses most common issues</p> <p>10 or less points for a plan that is not comprehensive and only addresses a few issues.</p>
R2	<p>Recent experience:</p> <p>The Bidder should describe its recent experience, within the last five years, providing services at public events of similar scope to NEB hearings in Canada, including events outside of major Canadian cities. The description should include the name of the event, the location, duration, and number of attendees, speakers and participants.</p>	/25	<p>25 points for at least 50 events of similar magnitude, including some outside of major centres.</p> <p>15 points for between 25 and 49 events, which may not be of similar magnitude.</p> <p>5 points for less than 25 events which may not be of similar magnitude.</p>
R3	<p>Quality Assurance:</p> <p>The Bidder should describe its processes for actively monitoring events to ensure quality service delivery.</p>	/25	<p>25 points for a comprehensive quality assurance process to ensure quality service delivery service failures.</p> <p>15 points for an adequate quality assurance process that addresses most common issues</p> <p>10 or less points for a quality assurance process that is not comprehensive and only addresses a few issues.</p>
R4	<p>Safety:</p> <p>The Bidder should describe how it maintains a safe workplace in the field for both staff and event participants.</p>	/25	<p>25 points for a comprehensive plan that addresses workplace safety issues.</p>

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			<p>15 points for an adequate plan that addresses most common workplace safety issues</p> <p>10 or less points for a plan that is not comprehensive and only addresses a few workplace safety issues.</p>
	Minimum number of point required to be declared responsive: 70		
	Points obtained:		
	Maximum number of points available:	/100	

## 4.1.2 Financial Evaluation (Step three)

### 4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, excluding the Goods and Services or Harmonized Sales Tax, DDP Delivered Duty Paid (destination), Incoterms 2000, including Canadian customs duties and excise taxes.

The financial evaluation will be based on the information provided in Annex B- Basis of Payment.

### 4.1.2.2 SACC Manual Clause

A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

## 4.2 Basis of Selection

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum points specified for each criterion for the technical evaluation, and
- d. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

4.2.2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.

4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

**5.1 Certifications Required with the Bid**

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

**5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

**5.2 Certifications Precedent to Contract Award and Additional Information**

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed\)](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

This document does not contain any security requirement.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *The section may be renumbered at contract award.*

### **7.1 Statement of Work**

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

#### **7.1.2 Task Authorization**

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

##### **7.1.2.1 Task Authorization Process**

###### **Task Authorization:**

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

###### **Task Authorization Process:**

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

**7.1.2.1.2.** The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

**7.1.2.1.3.** The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

**7.1.2.1.4.** The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **7.1.2.2 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

### Reporting Requirement- Details

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

#### For each authorized task:

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

#### For all authorized tasks:

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

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035 \(2016-04-04\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

This contract does not contain a security requirement.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract award for one (1) year from date of contract award to \_\_\_\_\_TBD.

## 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorna Kettles  
Procurement Technical Analyst  
National Energy Board  
Suite 210, 517 Tenth Avenue SW  
Calgary, AB, Canada, T2R 0A8

Telephone: 403-471-7924  
E-mail address: [Lorna.Kettles@neb-one.gc.ca](mailto:Lorna.Kettles@neb-one.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Contract is: (TBD)

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

### 7.5.3 Contractor's Representative (TBD)

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



## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.7 Payment**

### **7.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

### **7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

**7.7.2.1.** Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ TBD**. Customs duties are included and Applicable Taxes are extra.

**7.7.2.2.** No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

**7.7.2.3.** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

### **7.7.3 Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

#### 7.7.4 SACC Manual Clauses

C0705C (2010-01-11), Discretionary Audit  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes Non-resident

#### 7.8 Invoicing Instructions

**7.8.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices may be submitted electronically to the Project Authority identified on each task.

Each invoice must specifically refer to:

- a. The task authorization number, location, hearing schedule
- b. A copy of the invoices, receipts of all travel and living expenses

**7.8.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 7.9 Certifications and Additional Information

##### 7.9.1 Compliance

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

##### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.10 Applicable Laws

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

#### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035 \(2016-04-04\)](#), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Task Authorization Form; and
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*),

## **7.12 SACC Manual Clauses**

G1005C (2016-01-28) Insurance – No Specific Requirement

## ANNEX "A"

### STATEMENT OF WORK

#### Background

The National Energy Board (NEB or the Board) is an independent federal regulator established in 1959 to promote safety and security, environmental protection and economic efficiency in the Canadian public interest within the mandate set by Parliament for the regulation of pipelines, energy development and trade. The Board reports to Parliament through the Minister of Natural Resources.

The Board is a Court of Record. In other words, the Board operates very similarly to a civil court and its powers include the swearing-in of witnesses, the subpoena of unwilling witnesses, and the taking of evidence, on which the Board makes its decision. The Board holds public hearings at which proponents and interested persons have full rights of participation in the official language of their choice. For bilingual hearings, interpreters need to be connected to the audio-visual system for live web feeds. Also during an oral hearing, evidence (submissions, reports, tables, etc.) is discussed through cross-examination, and formal arguments are made. Visual displays of court evidence and exhibits are used for the Panel, Chair and participants of the proceedings. These activities are recorded in hearing transcripts by court reporters that require the use of the audio-visual system for capturing the court proceedings. After the hearing, the Board writes a formal Decision or Report.

The evidence, both written and oral, is generally publicly filed and available in the Board's offices and on the NEB website. The NEB website provides immediate and free daily access via the Internet to the NEB staff, all Parties and the general public.

Some events may be smaller meetings with up to fifty participants.

#### Requirement:

The NEB is seeking a task based contract to provide reliable AV services at NEB hearings, engagements, and other events throughout Canada, with the exception of areas subject to Comprehensive Land Claim Agreements ( CLCA).

Potential locations could include, but are not limited to:

- Alberta – Calgary, Edmonton, Peace River, Grand Prairie
- Saskatchewan – Regina, Saskatoon, Prince Albert
- Manitoba – Winnipeg, Brandon
- Ontario - Kenora, Thunder Bay, North Bay, Kingston, Ottawa/Gatineau
- Quebec – Montreal, Quebec City
- New Brunswick - Saint John, Moncton, Fredericton
- British Columbia –Vancouver, Victoria, Lower Mainland and southern interior, north east Chetwynd, Fort St. John
- Northwest Territories – Inuvik, Norman Wells, and southern communities

The services are required on an “as and when requested basis”. For hearings, the contracted technical resources would perform the work in conjunction with the NEB hearing manager and take direction from an NEB onsite technical resource.

Historical locations of hearings can be found at the Past Hearings Link <http://www.neb-one.gc.ca/prtcptn/hrng/hrngnspst-eng.html>

### Deliverables:

Provide services including, but not limited to:

- i. Provision of AV services on an as and when required basis throughout Canada except within areas subject to CLCA;
- ii. Installation, setup, operation and dismantling of audio video and simultaneous interpretation and other related conference equipment;
- iii. Active audio and video production of the contracted equipment to meet the needs of the hearing;
- iv. Effective control of audio and visual levels in room and sent to remote devices/webcasters; and
- v. Minimal down time through planning and onsite backup equipment.
  - a. Appropriate backups will be employed and available onsite and in production (hot backups) to ensure any single point of failure including but not limited to, all equipment, cables and networks and capture and transmission devices used in the production and in the transmission of the in-room audio and video webcast can be quickly remedied (within minutes).
- vi. Testing before each hearing day, a test of all audio and video equipment will be performed. The NEB typically makes all remote communication connections 30 minutes prior to each hearing day and perform end to end testing to an internet enabled workstation. Testing will be performed to the satisfaction of the NEB onsite tech resource.

## ANNEX "B"

### BASIS OF PAYMENT

#### Annex B Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment specified in the authorized TA. The firm prices per category of equipment are per Annex B. Customs duties are included and Applicable Taxes are extra.

All cables, connectors, converters and other necessary accessories are included within the line items.

	Main equipment category	Unit of Issue	Rate CAD \$
	<b>Visual and Display Products:</b>		
1	96 x 96 tripod screens (inch)	Per day	
2	84 x 84 tripod screens	Per day	
3	Rear projector screen 84 X 84	Per day	
4	LCD Projector 2500 LUM with cart and skirt	Per day	
5	LCD Projector 4000 (or higher) LUM with cart and skirt	Per day	
6	Minimum 24 inch 16:10 LCD Monitor with stand	Per day	
7	50 inch Display Monitors with Stand	Per day	
8	60 inch Display Monitors with Stand	Per day	
9	70 inch Display Monitors with Stand	Per day	
10	80 inch Display Monitors with Stand	Per day	
	<b>Audio Products</b>		
11	Participant Microphones – digital, programmable and addressable with table stand and supporting control equipment	Per day	
12	Compact Disc Player	Per day	
13	Music CDs for breaks	Per day	
14	Mixer, typical 8+4 Channel	Per day	
15	Graphic Equalizer	Per day	
16	Powered Speaker with Stand	Per day	
	Wireless Microphone Receiver	Per day	
17	Wireless hand held mic with table stand	Per day	
18	Wireless lapel mic	Per day	
19	Floor stand for wireless mic	Per day	

20	Analogue digital telephone interface	Per day	
	<b>Meeting Support and Other Services</b>		
21	Participant / Speaker Timers with Display	Per day	
22	Outlet A/C Power Bar	Per day	
23	Ethernet Switch 8 Port 100 / 1000	Per day	
24	Stanchions	Per day	
25	Video Codec –IP based video codec with PTZ camera (example – equivalent to CISCO C40) with minimum 10 x optical zoom.	Per day	
26	Lighting – Various including compact LED lighting with colour control from 3,000k to 6,000 k.	Per day	
27	Bilingual Interpretation System including: Interpretation booth with 7/2 interpreter console, 3 headphones, desk lamp, System Interpretation Sign and Easel	Per day	
28	IR Transmitter with IR delegate receiver	Per day	
29	Delegate headphones – quantity 50 per box	Per box	
30	Transportation costs (up to and including 100 km)	Per km	
31	Transportation costs ( over 100 km)	Per km	
	<b>For bid evaluation purposes only – 500 km will be used for the financial evaluation</b>		
32	Labour – Set up	Per event	
33	Labour - Take Down	Per event	
34	Labour – Operational during event	Per day	
35	Back-up equipment	Per day	At a discount of X percent of daily rate. Propose X
36	Overtime labour rate (when working over 8 hours per day)		
37	Estimated Travel – Amount to be determined at Contract award	_____	_____

- I. **Room Layout:** Typical Hollow Square, conference room or hollow circle.
- II. **Rate per diem:** should be inclusive of services directly related to the AV main device or simultaneous interpretation equipment rental, including but not limited to:
  - a. technicians,
  - b. delivery of equipment;
  - c. set up/dismantling and pick up of equipment; and
  - d. daily operation of the equipment.
- III. **Travel and accommodation:**

- i. Actual travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/travel/html>).
  - ii. All payments are subject to Federal Government Audit.
  - iii. All travel must have prior authorization of the Project Authority.
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**ANNEX “C”**

**TASK AUTHORIZATION USAGE REPORT**

RETURN TO:  
 The National Energy Board  
 Email: [Lorna.Kettles@neb-one.gc.ca](mailto:Lorna.Kettles@neb-one.gc.ca)

SUPPLIER: \_\_\_\_\_

CONTRACT NO: 84084-16-0200

DEPARTMENT OR AGENCY: National Energy Board

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

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

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ANNEX "D"**

**TASK AUTHORIZATION FORM**

TASK AUTHORIZATION				
Contractor:		Contract Number: 16-0200		
Commitment Number:		Financial Coding:		
Task Number:		Date:		
<b>Task Authorization Request – to be completed by NEB</b>				
<b>1. Description of Work to be Performed</b>				
<p>Project Authority: OR Technical Co-Authority:</p> <p>Estimated Value: \$ _____ (excluding GST)</p>				
<b>2. PERIOD OF SERVICES</b>		From:		To:
3. Work Location				
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No		
5. Other Conditions /Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
<b>7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
<b>8. BILINGUALISM (if applicable)</b>				
			<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>TA Proposal - to be completed by Contractor</b>				
<b>9. Estimated Cost Contract</b>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate - Discount	Estimated # of Days	Total cost
Professional services estimated cost	Total			
	GST			
	Grand Total			

<b>TA Approval</b>		
<b>10. Signing Authorities</b>		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor	Contractor	Date
Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the National Energy Board)	National Energy Board	Date
Name, Title and Signature of Contracting Authority	National Energy Board	Date
<b>11. Basis of Payment &amp; Invoicing</b>		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		