



**REQUEST FOR PROPOSAL**

**SYSTEMS MIGRATION CHANGE MANAGEMENT CONSULTANT**

**Enquiries:**

All enquiries and bid submissions are to be directed to:

Email: [proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca)

Subject: Owuor Okiro: Solicitation # 84084-18-0043

Issuing Office

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

Bidder Address:

**BIDDERS NAME AND SIGNATURE**

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

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

\_\_\_\_\_  
Signature of person authorized to sign on behalf of the Bidder.



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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 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 Security Requirements Checklist and the Electronic Payment Instruments,

### 1.2 Summary

#### 1.2.1 Description of the requirement:

The National Energy Board has identified a requirement for a Change Management Consultant to lead a Systems Migration project.

The period of the requirement is estimated to be from June 1 2018 with an anticipated completion date of June 30 2020 and an option to extend the contract for a further period of one year from that date.

The delivery point will be in Calgary, AB.

#### 1.2.2 Security Requirement

There are security requirements associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 - Resulting Contract Clauses.

#### 1.2.3 Applicable Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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

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

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

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to [proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation. Files sizes must not exceed 10MB

### **2.3 Former Public Servant**

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

#### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;



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

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



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

## **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid electronically to [proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca).

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

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

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

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

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

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

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



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

### 3.1.3 SACC Manual Clauses

#### 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 mandatory and point rated technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation # 1

##### 4.1.1.1 Mandatory Technical Criteria

CRITERIA	DESCRIPTION	MET/NOT MET	SUBSTANTIATING DETAIL (Cross reference page number to proposal)
MT1	<p><b>The Bidder must provide at bid closing a resume for one <u>Senior</u> Systems Migration Change Management Consultant resource.</b></p> <p><b>For all education requirements under the Mandatory and Rated Criteria - Candidates with foreign credentials must provide proof of Canadian equivalency. Consult the Canadian Information Centre for International Credentials for further information at <a href="http://www.cicic.ca/">http://www.cicic.ca/</a></b></p> <p>The Bidder's proposed resource must meet the requirement for Senior Systems Migration Change Management Consultant as stated above.</p> <p><b>The years/months of experience are cumulative, cannot overlap and must be indicated in Day Month and Years i.e. (September 1, 2015 to November 30 2015 - 3 months).</b></p>		



CRITERIA	DESCRIPTION	MET/NOT MET	SUBSTANTIATING DETAIL (Cross reference page number to proposal)
MT2	<p><b>Experience With Providing Strategic Analysis, Recommendations And Advice To Senior Management</b></p> <p>The Bidder must demonstrate in the proposed resource's resume that they have completed a minimum of three (3) projects in the last eight (8) years providing strategic analysis, advice, guidance and recommendations to Senior Management on projects, program strategies etc.</p> <p>To be compliant for this criterion Senior Management equates to <b>Director or above</b>.</p> <p>The Bidder must include the following information for reference purposes: For the projects listed as experience, the following information must be identified on each of the proposed resources' CV:</p> <ul style="list-style-type: none"> <li>(a) The name of the client organization (to whom the services were provided);</li> <li>(b) The name, title, and e-mail address of the Project Authority (Note that the Project Authority must be a representative of the organization who is formally appointed by the organization to manage a project with specific accountability for achieving defined project objectives within allocated resources);</li> <li>(c) A brief description of the type and scope of services that meets the identified criteria provided by the proposed resource. The descriptions provided must clearly identify the resource's specific role in the projects cited ;</li> </ul>		
MT3	<p>The proposed resource must have a valid Reliability Clearance as set out in PART 6 – SECURITY of the RFP at time of Bid submission. The Bidder must to provide the legal name and the security clearance number of the proposed resource at bid closing.</p>		





CRITERIA	DESCRIPTION	MET/NOT MET	SUBSTANTIATING DETAIL (Cross reference page number to proposal)
MT4	The Bidder must demonstrate that the proposed resource is a Certified Prosci ADKAR Change Manager. Copy of certification must be included at time of bid closing.		
MT5	The Bidder must demonstrate that the proposed resource has a valid Project Management Professional (PMP) certification. Copy of certificate must be included with the bid.		
MT6	The Bidder must demonstrate that the proposed resource has a valid Coaching certification. Copy of certificate must be included with the bid.		

#### 4.1.1.2 Point Rated Technical Criteria

Item	Description	Points Allocated	Number of Points obtained
RT1	<p>The bidder's should demonstrate within the proposed resource's resume that they have experience within the last ten (10) years from the posting date of this RFP in working in each of the following areas;</p> <ol style="list-style-type: none"> <li>1. Experience in project management for financial-related projects, both system and policy related;</li> <li>2. Experience in enterprise resource planning systems, SAP experience is essential;</li> <li>3. Experience in business case development, including option analysis.</li> </ol> <p><b>Scoring:</b> Points will be awarded based on the relevant experience as follows:            ≥1 yrs and &lt; 2 yrs - 12-23 months - 5 pts            ≥2 yrs and &lt; 4 yrs - 24-47 months - 10 pts            ≥4 yrs and &lt; 6 yrs - 48-71 months - 15 pts            ≥6 yrs and &lt; 8 yrs - 72-95 months - 20 pts            ≥8 yrs and &lt; 10 yrs - 96-119 months - 25 pts            ≥10 yrs - 120+ months - 30 pts</p>	<p><b>30 Points Possible for each Experience point.</b></p>	



Item	Description	Points Allocated	Number of Points obtained
RT2	<p>The bidder should demonstrate within the proposed resource's resume that they have experience within the last ten (10) years from the posting date of this RFP in change management including communications and presentations to staff, managers and executive level.</p> <p><b>Scoring:</b> Points will be awarded based on the relevant experience as follows:            ≥ 1 yrs and &lt; 2 yrs - 12-23 months - 0 pts            ≥ 2 yrs and &lt; 4 yrs - 24-47 months - 0 pts            ≥ 4 yrs and &lt; 6 yrs - 48-71 months - 0 pts            ≥ 6 yrs and &lt; 8 yrs - 72-95 months - 20 pts            ≥ 8 yrs and &lt; 10 yrs - 96-119 months - 25 pts            ≥ 10 yrs - 120+ months - 30 pts</p>	30 Points	
RT3	The Bidder should demonstrate and provide proof that the proposed resource possesses a valid degree from a recognized post-secondary institution with a specialization related to Business, Commerce or Financial Management.		
	<b>Total Points</b>	120	
	<b>Minimum Points Required Overall (70%)</b>	85	

## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical (70%) Merit and Price (30%)

*SACC Manual* Clause A0027T, Basis of Selection – Highest Combined Rating of Technical Merit and Price applies to the solicitation.

1. To be declared responsive, a bid must:
  - i. comply with all the requirements of the bid solicitation; and
  - ii. meet all mandatory criteria; and
  - iii. obtain the required minimum of 85 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 120 points;
2. Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<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 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.

#### 5.1.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose



a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.1.2. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

Before award of a contract, the following conditions must be met:

- a. The supplier must delegate a primary point-of-contact to administer the security requirements in Government of Canada contracts. Secondary points-of-contact may be appointed to assist the primary as required in large and/or regional operations.
- b. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority.
- c. The supplier must ensure that all individuals assigned to work on the contract are briefed and made aware of their roles and responsibilities related to the requirements for the safeguarding of sensitive information or valuable assets.
- d. The supplier must immediately report security incidents to the contracting authority.
- e. The supplier must comply with any other security requirements set by the National Energy Board that are contained in this contract and any security attachment.
- f. Before work begins, all supplier personnel who require access to sensitive government information or valuable assets must hold a valid reliability level of security clearance.
- g. Before work begins, all supplier personnel who require access to protected or restricted areas or facilities must hold a valid Site Access Clearance.

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



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

### **7.1 Statement of Work**

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

### **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>) 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**

**7.3.1** The following security requirements apply and form part of the Contract.

- a. The Contractor must delegate a primary point-of-contact to administer the security requirements in Government of Canada contracts. Secondary points-of-contact may be appointed to assist the primary as required in large and/or regional operations.
- b. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority.
- c. The Contractor must ensure that all individuals assigned to work on the contract are briefed and made aware of their roles and responsibilities related to the requirements for the safeguarding of sensitive information or valuable assets.
- d. The Contractor must immediately report security incidents to the contracting authority.
- e. The Contractor must comply with any other security requirements set by the National Energy Board that are contained in this contract and any security attachment.
- f. Before work begins, all Contractor personnel who require access to sensitive government information or valuable assets must hold a valid reliability level of security clearance.
- g. Before work begins, all Contractor personnel who require access to protected or restricted areas or facilities must hold a valid Site Access Clearance.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to June 30<sup>th</sup>, 2020 inclusive.

#### **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 one (1) additional one (1) year period 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 five (5) 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:

Name: Owuor Okiro  
Title: Procurement Technical Analyst  
Organization: National Energy Board  
Address: Suite # 210, 517 Tenth Avenue, SW Calgary, AB T2R 0A8  
Telephone: 403-604-6254  
Facsimile: 403-299-2713  
E-mail address: [Owuor.Okiro@neb-one.gc.ca](mailto:Owuor.Okiro@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:

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

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

### 7.5.3 Contractor's Representative TBD



## **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 – Firm hourly rate**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate as specified in Annex B – Basis of Payment for a cost of \$ TBD. Customs duties are included and Applicable Taxes are extra.

### **7.7.2 Limitation of Price**

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

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

## **7.8 Invoicing Instructions**

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.

## **7.9 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.



### **7.10 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 supplemental general conditions 4007 2010-08-16 Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 2016-04-04 Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated TBD.

### **7.12 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



**ANNEX "A"****STATEMENT OF WORK****1. Background**

The National Energy Board (NEB or Board) is an independent federal regulator that reports to Parliament through the Minister of Natural Resources. It makes decisions and recommendations on applications for pipeline facilities that cross international or interprovincial borders, associated tolls and tariffs, international power lines and certain energy export and import authorizations. In specified areas the NEB has regulatory responsibilities for oil and gas exploration and production activities. The NEB regulates companies to conduct their activities safely in order to eliminate or reduce risk for the public, workers, the environment, and property over the full lifecycle of an energy infrastructure project. The NEB is headquartered in Calgary Alberta. There is approximately 475 staff.

**2. Project Background**

The NEB has undertaken a project to move from the Free Balance financial system to a SAP solution. This project will Go-Live April 1, 2020 and will require the NEB to align the majority of its business processes to the already configured processes within the GCFM SAP Solution.

The project will have a significant impact on the NEB financial and contracting business processes as well as the financial activities of cost centre managers. Therefore the Director, Accounting and Procurement Services (Departmental Lead of the SAP project) has a requirement for one Change Management Consultant to provide methodology and execution advisory services in support of this business systems migration project.

**3. Objective**

The Systems Migration Change Management Consultant must provide project oversight and advice to the NEB, SAP Departmental Lead to ensure that the various project initiatives are structured correctly, staffed properly, have appropriate tools and are managed using best practices, so that the projects can be delivered optimally, within the scheduled timeframe and budget.

**4. Scope Of Work**

Reporting to the Departmental Lead/Project Authority the Systems Migration Change Management Consultant must:

- a) Provide objective and independent advice to the departmental lead and other senior management representatives;
- b) Provide strategic assistance in support of project delivery.
- c) Aid in developing and implementing and managing the project plan and schedule;
- d) Aid in coordinating the planning, execution, and activities of the NEB business and technical resources;
- e) Participate in the standard project management best practices (e.g., status meetings, change control, risk management, issue management etc.);
- f) Design change management strategy and guidance in change management activities as required to support the transition of the organization to the new state;
- g) Participate in the project-level and interdepartmental governance boards;
- h) Submit deliverables that include: Reports; analysis; Presentations; Diagrams; Spreadsheets; Policies and procedures; Project plans; other project deliverables as required.

**5. Estimated Level Of Effort**



The estimated level of effort of the contract will be for 400 days for the initial contract period and 120 days for the option period.

**ANNEX "B"****BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the Annex B for a Cost of TBD. Customs duties are included and applicable Taxes are extra

<b>Performance of all the work specified in the statement of work.</b>	<b>Estimated # of hours</b>	<b>Inclusive hourly Rates for Contract period including any option periods exercised</b>
Senior Systems Migration Consultant	400	

## Note:

- I. Any travel deemed necessary at the beginning of work under the Contract must have prior authorization of the Project authority and will be subject to the travel directive of the National Joint Council. <http://www.njc-cnm.gc.ca/directive/d10/en>
- II. All submitted rates should include all administration costs, management personnel costs and any other related costs
- III. The volumetric data provided in the basis of payment is only for bid evaluation purposes and does not constitute a guarantee or estimate of the amount of work that can be anticipated.



**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

*(see next four pages)*



Contract Number / Numéro du contrat 18-0043
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 National Energy Board	2. Branch or Directorate / Direction générale ou Direction Performance and Results - Accounting and Procurement
------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

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  
Systems Migration Change Management Consultant for the upcoming SAP project

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  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?  No / Non  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?  
(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)  No / Non  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.  No / Non  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?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--------------------------------------------	--------------------------------------	---------------------------------------------

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input checked="" 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 type="checkbox"/>	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"/>

Security Classification / Classification de sécurité
------------------------------------------------------



Contract Number / Numéro du contrat 18-0043
Security Classification / Classification de sécurité

**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 :

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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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

Security Classification / Classification de sécurité
------------------------------------------------------



Contract Number / Numéro du contrat 18-0043
Security Classification / Classification de sécurité

**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.

Dans le cas des 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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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**ANNEX "D" to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);