

## Request for Proposal

### Electrical Engineer-Regulatory Advice

**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 # 84084-18-0126

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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Request for Proposal # 84084-18-0126 Closing date/time : Sept 24th, 2018 at 14 :00Hrs MDT

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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, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments and, the Task Authorization Form .

### **1.2 Summary**

#### **1.2.1 Description of the requirement:**

The National Energy Board has identified a requirement for Electrical Engineering Services to provide regulatory advice.

The period of the requirement is estimated to be from October 1 2018 through March 31 2021 with an option to extend the contract for a further two (2) one year periods.

#### **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. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

### 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), the Canadian Free Trade Agreement (CFTA), the Canada –Chile Free Trade Agreement (CCFTA), the Canada Columbia Free Trade Agreement (CColFTA), the Canada Honduras Free Trade Agreement (CHFTA); the Canada Panama Trade Agreement and the Canada Peru Free Trade Agreement (CPFTA)

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) 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 (RFSAs), 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: 120 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.

## 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**

**4.1.1.1 Mandatory Technical Criteria**

| Item | Mandatory Requirement   | Met (Y) or not met (N) | Cross reference to how/where the condition is met in the Bid. |
|------|---|------------------------|---|
| M1   | The Bidder must provide a resume of its lead resource who must have a minimum of 10 years experience working with electricity transmission regulators and/or system operators on design, construction and operation of transmission power |                        |   |
| M2   | The Bidder resource must have experience in North American electricity engineering design and operation of electricity transmission lines   |                        |   |
| M3   | The Bidder resource must have and demonstrate knowledge of electricity transmission in North America  |                        |   |
| M4   | The Bidder resource must have and demonstrate experience providing clients oral and written briefings on regulatory matters related o electricity transmission power lines  |                        |   |
| M6   | Bidder must hold or be willing to undergo a security clearance at an “Enhanced Reliability” Level   |                        |   |
| M7   | The Bidders resource must hold an APEGA (or equivalent) recognized professional electrical designation with at least 10 years post designation electricity transmission experience  |                        |   |

**4.1.1.2 Point Rated Technical Criteria**

| Item                        | Point Rated Requirement   | Minimum points required | Maximum points available | Cross reference to where the information is provided in your bid. |
|-----------------------------|---|-------------------------|--------------------------|---|
| <b>Technical approach</b>   |   |                         |                          |   |
| PR1                         | Bidder has demonstrated their resource has experience in North American electricity engineering design and operation of electricity transmission lines.<br><b>Max points: 10</b>  | 10                      | 20                       |   |
| PR2                         | Bidder has demonstrated their resource has knowledge of electricity transmission in North America for: <ul style="list-style-type: none"> <li>• Reliability standards</li> <li>• Bulk system impacts</li> <li>• Electricity reliability</li> <li>• Safety plans</li> <li>• Emergency plans</li> <li>• regulatory entities</li> <li>• reliability authorities</li> </ul> system operators<br><b>Max points: 10</b> |                         |                          |   |
| <b>Project Lead/Manager</b> |   |                         |                          |   |
| PR3                         | Bidder has demonstrated their resource has a Minimum of 10 years' experience working with electricity transmission regulators and/or system operators on design, construction and operation of transmission power lines<br><b>Minimum points required to be declared responsive: 10 points</b>  | 10                      | 20                       |   |
| PR4                         | Bidder has demonstrated their resource has experience providing clients oral and written briefings on regulatory matters related to electricity transmission power lines  |                         |                          |   |
| <b>Project management</b>   |   |                         |                          |   |
| PR5                         | Bidder has demonstrated their resource has experience assessing new electricity transmission power lines filed for regulatory approval, developing  |                         |                          |   |

|  |  |    |    |  |
|--|--|----|----|--|
|  | information requests, summarizing application with intervener evidence through reporting and debriefing and preparing engineering analysis.        | 6  | 10 |  |
|  |  |    |    |  |
|  | Maximum number of points available for this section:<br>(Minimum number of points required to be declared responsive for the point rated criteria) | 26 | 50 |  |

## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical (75%) Merit and Price (25%)

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 26 points based upon the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 50 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 75% for the technical merit and 25% 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 75%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
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 bids with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. This process is expected to result in the award of two contracts.

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 equal 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**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **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 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.

#### **7.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex "E".
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 and methods of payment as specified in the Contract.
3. The Contractor must provide the Project authority, within five (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.
4. The Contractor must not commence work until a TA authorized by the Contracting 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.

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 2%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum

Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 7.3 Standard Clauses and Conditions

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

#### 7.3.1 General Conditions

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

### 7.4 Security Requirements

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  1. Security Requirements Check List attached at Annex "C"
  2. *Industrial Security Manual* (Latest Edition).

### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The period of the Contract is from Contract award to March 31<sup>st</sup>, 2021 inclusive.

### 7.5.2 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 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.

## 7.6 Authorities

### 7.6.1 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.

### 7.6.2 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.

### **7.6.3 Contractor's Representative TBD**

### **7.7 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.

### **7.8 Payment**

#### **7.8.1 Basis of Payment – Firm rate - Task authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm rate in accordance with the basis of payment, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

#### **7.8.2 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.

#### **7.8.3 Electronic Payment of Invoices**

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).

## **7.9 Terms of Payment – Monthly Payment**

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

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

## **7.10 Certifications and Additional Information**

### **7.10.1 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.

## **7.11 Applicable Laws**

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

## **7.12 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.

### **7.13 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**

#### **Background:**

The National Energy Board (NEB or the Board) regulates, among other things, the construction, operation and abandonment of pipelines that cross provincial or international borders, international power lines (IPLs) and designated interprovincial power lines, imports of natural gas and exports of crude oil, natural gas liquids, natural gas, refined petroleum products, and electricity, and oil and gas exploration and production activities in certain areas. The NEB is also charged with providing timely, accurate and objective information and advice on energy matters.

The Strategic Outcome states: The Regulation of pipelines, power lines, energy development and energy trade contributes to the safety of Canadians, the protection of the environment and efficient energy infrastructure and markets, while respecting the rights and interests of those affected by NEB decisions and recommendations.

#### **Objective:**

Given the potential significant electricity applications before the board regarding:

- i. IPLs,
- ii. new responsibilities for offshore renewable generation, and
- iii. electricity regulation development,

there is a need to have electricity engineer(s) on a retainer contract basis for assessing these facility applications.

#### **Statement of Requirement**

The National Energy Board requires the following temporary electricity engineering services from highly qualified, experienced technical contractors during peak work-load situations.

#### **Scope of Work**

The contractor will review the electricity facility IPL applications before the Board on a requested basis using guidance from the Board's Electricity Filing Manual and the Board's electricity General Order.

The review will be summarized in a report to the NEB as an assessment of the application to the Board for a possible recommendation. In addition, the review may be used to generate

Information Requests (IRs) to industry. The contractor may create and or provide input to the IRs as well as assist with hearing questions.

The contractor is expected to provide consulting services for the purpose of providing briefings on the North American international power line environment, including reference to and interrelationships between roles and responsibilities of regulators, system operators (including interrelationships with respect to the last 5 bullets in the list below) and the applicability of standards and regulations.

The contractor is expected to provide consulting services for the purpose of providing expert advice to the Board on IPL facilities with a focus on the engineering aspects of the application.

These aspects may include, but are not necessarily limited to, the following:

- I. Project location
- II. Project components and activities including engineering design details and engineering design philosophy
- III. Project schedule and other required approvals
- IV. Impacts to the bulk power system
- V. Reliable operation of power system and applicable reliability standards
- VI. Safety Plans
- VII. Emergency Plans

In addition to IPL-related work, the consultant is expected to provide consulting services on electricity regulations and offshore power generation.

The contractor would be expected to deliver expert advice to the NEB in the form of oral or written presentations, reports or advice, depending upon the preference of the NEB. The NEB will maintain a record of deliverables received from the contractor.

### **Tasks and Deliverables**

The contractor and the Project Authority will reach agreement on the time required for completion of the following deliverables in advance of work initiation for each task.

1. **Task # 1:** Examine IPL application filed with the NEB.

(**Deliverable 1:** Analysis of the IPL application from a project description and engineering perspective).

2. **Task # 2:** Examine comments in response to the application from Interested Parties filed

with the NEB.

**(Deliverable 2:** Analysis of the interested parties' comments).

3. **Task # 3:** Identify any gaps, deficiencies, or unsubstantiated conclusions in the filings, and work with the NEB to obtain the appropriate information from the companies through the issuance of Information Requests (IRs)

**(Deliverable 3:** Assessment of need for IR's with rationale and IRs as required).

4. **Task # 4:** Examine company IR responses and determine the need for supplemental IRs. Work with the NEB to develop necessary IRs

**(Deliverable 4:** Assessment of the adequacy of the IRs with supplemental written IRs to the companies as needed).

5. **Task # 5:** Examine evidence from Interested Parties related to IPL facilities application from the project description and engineering perspective, and work with the Project Authority to draft appropriate IRs to Interested Parties, as required, and upon receipt of responses, determine the need for supplemental IRs to the company and to Interested Parties.

**(Deliverable 5:** assist the NEB with written IRs to Interested Parties and supplemental written IRs to the companies).

6. **Task # 6:** Assist the NEB in identifying issues and summarizing evidence filed by the company and the Interested Parties with respect to IPL facilities matters. Track and summarize evidence filed by the companies and the Interested Parties.

**(Deliverable 6:** summary of the evidence/positions of the companies and Interested Parties).

7. Provide oral and written advice on regulatory development related to IPLs.

**(Deliverable 7:** examination of regulations and standards in other jurisdiction. Assist the NEB, through written and oral briefings, in drafting regulatory materials)

8. Provide oral and written advice on offshore power generation.

**(Deliverable 8:** examination of new legislative requirements for NEB and offshore power generation under other jurisdictions. Assist the NEB, through written and oral briefings, in drafting regulatory materials)

**ANNEX “B”**

**BASIS OF PAYMENT**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment detailed below.

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

| Requirement:  | Number of Hours ( for bid evaluation purposes only) | Inclusive hourly Rates for Contract period including all option periods. |
|---|---|--|
| Complete all the work identified in Annex A - Statement of work | 100   |  |
| Contract amount excluding tax                                   |   | TBD  |

**Note:**

- I. No travel or accommodation is anticipated under this contract.
- 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<br><b>18-0126</b> |
| Security Classification / Classification de sécurité  |

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

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

|   |  |
|---|--|
| 1. Originating Government Department or Organization<br>Ministère ou organisme gouvernemental d'origine<br><b>National Energy Board</b> | 2. Branch or Directorate / Direction générale ou Direction |
|---|--|

|  |   |
|--|---|
| 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

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? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / 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"/>  | Restricted to: / Limité à: <input type="checkbox"/>                   | Restricted to: / Limité à: <input type="checkbox"/>   |
| Specify country(ies): / Préciser le(s) pays:   | Specify country(ies): / Préciser le(s) pays:                          | 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                  |
| 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?  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non  Yes / Oui

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                  |
| 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.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category<br>Catégorie                          | PROTECTED<br>PROTÉGÉ     |                          |                          | CLASSIFIED<br>CLASSIFIÉ      |                          |                           | NATO   |                          |                          |   | COMSEC                   |                          |                          |                              |                          |                           |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|--|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|
|  | A                        | B                        | C                        | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret | NATO Restricted<br>NATO Diffusion Restreinte | NATO Confidential        | NATO Secret              | COSMIC Top Secret<br>COSMIC Très Secret | Protected<br>Protégé     |                          |                          | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret |
|  |                          |                          |                          |                              |                          |                           |  |                          |                          |   | A                        | B                        | C                        |                              |                          |                           |
| Information / Assets<br>Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| Production                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Media<br>Support TI                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Link<br>Lien électronique                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |

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.

12. b) Will the document 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).

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



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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);

**ANNEX "D"****TASK AUTHORIZATION FORM**

| TASK AUTHORIZATION  |  |   |            |
|---|--|---|------------|
| Contractor:   |  | Contract Number:  |            |
| Commitment Number:  |  | Financial Coding:   |            |
| Task Number:  |  | Date:   |            |
| Task Authorization Request – to be completed by NEB   |  |   |            |
| <b>1. Description of Work to be Performed</b>   |  |   |            |
| <p>Project Authority:<br/>OR<br/>Technical Co-Authority:</p> <p>Estimated Value: \$ (excluding GST)</p> |  |   |            |
| <b>2. PERIOD OF SERVICES</b>  |  | <b>From:</b>  | <b>To:</b> |
| <b>3. Work Location</b>   |  |   |            |
| <b>4. Travel Requirements</b>   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No          |            |
| <b>5. Other Conditions<br/>/Restrains</b>   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No Specify: |            |
| 6. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL                                  |  |   |            |

| <input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other |                            |                               |                             |            |
|--|----------------------------|-------------------------------|-----------------------------|------------|
| 7. BILINGUALISM (if applicable)  |                            |                               |                             |            |
|  |                            | <input type="checkbox"/> YES  | <input type="checkbox"/> NO |            |
| <b>TA Proposal - to be completed by Contractor</b>   |                            |                               |                             |            |
| 8. Estimated Cost Contract   |                            |                               |                             |            |
| 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>   |                            |                               |                             |            |
| 9. Signing Authorities   |                            |                               |                             |            |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor   | Contractor                 | Date                          |                             |            |
| Name, Title and Signature of Project Authority (individual Authorized to Sign on Behalf of the National Energy Board)                          | National Energy Board      | Date                          |                             |            |
| Name, Title and Signature of Contracting Authority   | National Energy Board      | Date                          |                             |            |
| 10. Basis of Payment & Invoicing   |                            |                               |                             |            |
| In Accordance with the article entitled "Basis of Payment" in the Contract.  |                            |                               |                             |            |

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

Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.

**\* Conflict of Interest**

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (20030), shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from NEB regulated companies and, for the duration of a call-up under this standing offer, agrees to:

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