

RETURN BIDS TO:

National Energy Board
517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: proposals.propositions@neb-one.gc.ca

Revision to Request for a Standing Offer

Comments

THIS DOCUMENT CONTAINS SECURITY REQUIREMENT

Proposal To: National Energy Board

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Title		
Management Systems Auditor Services		
Solicitation No.	Amendment No.	Date
84084-18-0042	01	2018-11-05
Solicitation Closes		Time Zone
at	02 :00 PM – 14h00	Mountain Standard Time (MST)
on	2018-11-19	
F.O.B.		
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>
Address inquiries to:		
Jenny Gong		
Area code and Telephone No.		Facsimile No. / E-mail
		Jenny.gong@neb-one.gc.ca
Destination – of Goods, Services, and Construction:		

Instructions: See Herein

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

This Amendment 001 is raised to answer question from Industry to the Solicitation# 84084-18-0042 as follows:

1. Question and Answer

Question#1:

What are the requirements for auditors pertaining to conflict of interest? Is there documented guidance on this matter?

Answer#1

The auditor assigned cannot have worked for or have consulted for the regulated company on any NEB regulated scope in the last 12 months. The firm cannot be providing resources to the regulated company in an area of work that is in the scope of the NEB audit and at the same time provide an audit resource to the NEB.

The firm will disclose to the NEB any potential conflict of interest with the NEB audit of the regulated company and the proposed auditor resource. The NEB will decide to proceed or to ask for a different resource.

2. Amend to Article 5.1 Certifications Required with the Offer under PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Add: 5.1.2 Additional Certifications Required with the Offer

CONFIDENTIALITY AGREEMENT
See next page Appendix 1

3. Article 7.10 Priority of Documents under A.STANDING OFFER

Add: j) Annex H, Conflict of Interest;
l) Annex I, Non-Disclosure Agreement;

4. Amend to Article 7 Constrains in ANNEX “A” STATEMENT OF WORK

Add:

- The auditor assigned cannot have worked for or have consulted for the regulated company on any NEB regulated scope in the last 12 months. The firm cannot be providing resources to the regulated company in an area of work that is in the scope of the NEB audit and at the same time provide an audit resource to the NEB.
- The firm will disclose to the NEB any potential conflict of interest with the NEB audit of the regulated company and the proposed auditor resource. The NEB will decide to proceed or to ask for a different resource.

APPENDIX 1 - CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE NATIONAL ENERGY BOARD

The description of the requirement of bid solicitation No. 84084-18-0042 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert the Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Insert the Supplier's legal name: _____
Supplier's legal name

Signed by its authorized representative

Date

5. Add

ANNEX "H" CONFLICT OF INTEREST

The Standing Offer Offeror agrees that it is a term of the Standing Offer 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 Standing Offer.

The Offeror agrees to maintain financial independence from National Energy Board (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.
- The auditor assigned cannot have worked for or have consulted for the regulated company on any NEB regulated scope in the last 12 months. The firm cannot be providing resources to the regulated company in an area of work that is in the scope of the NEB audit and at the same time provide an audit resource to the NEB.
- The firm will disclose to the NEB any potential conflict of interest with the NEB audit of the regulated company and the proposed auditor resource. The NEB will decide to proceed or to ask for a different resource.
- Disclose any conflict of interest.

Name of Standing Offer Offeror

Print name of authorized individual & sign above

Signature

Date

6. Add

ANNEX "I" NON – DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Standing Offer Serial No. 84084-18-0042 between Her Majesty the Queen in right of Canada, represented by the National Energy Board and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Standing Offer Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Offeror by or on behalf of Canada must be used solely for the purpose of the Standing Offer and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer Serial No.:
84084-18-0042

Signature

Date

All other terms and conditions remain the same.