



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

proposals.propositions@neb-one.gc.ca

Subject Line: Bid Solicitation # 84084-19-0096

BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

**Solicitation No. - N° de
Solicitation**

84084-19-0096

Amendment No. - N° de modification

Date of Solicitation - Date de la demande : Aug 19th, 2019	
Address inquiries to - Adresser toute demande de renseignements à : Owuor.Okiro@neb-one.gc.ca Contracting Authority	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
403-604-6254	
Destination: National Energy Board, 517 Tenth Avenue, SW Calgary, AB T2R 0A8	

Bid Solicitation Closing Date and time: Date et heure de clôture de la sollicitation d'offres September 30th, 2019 at 14:00Hrs MDT	
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of supplier: (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

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Alternate Dispute Resolution Services Bid Solicitation Process # 84084-19-0096

TITLE

Bid solicitation # 84084-19-0096, is issued for the following professional services:

- I. Alternative Dispute Resolution / Mediation Services (ADRMS)

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 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 Attachments include:

- i. Pricing Schedule;
- ii. Technical Criteria,
- iii. Additional Certifications Precedent to Contract Award,

The Annexes include:

- i. The Statement of Work,
- ii. Basis of Payment,
- iii. Security Requirements Check List,
- iv. Task Authorization Form.

1.2 Summary

1.2.1 Brief description of the professional services:

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The objective is to obtain Alternative Dispute Resolution (ADR) services including facilitation and mediation to assist the with external meetings, conferences, workshops, consultations, focus groups as well as internal meetings and workshops (Events)

The need has been identified by the National Energy Board (herein after “NEB” or “the Board”)

The period of any resulting contract will be from date of Contract to October 31st, 2021 inclusive. Any resulting contract will include an irrevocable option to extend the resulting contract term by up to one (1) additional one (1) year periods under the same conditions.

1.2.2 The requirement is subject to the provisions of the:

- i. the North American Free Trade Agreement (NAFTA);
- ii. the Canada-European Union Comprehensive Economic and Trade Agreement (CETA); and
- iii. 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) (<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 2019-03-04, 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 calendar days.

2.2 Submission of Bids

Bids must be submitted electronically by email only to proposals.propositions@neb-one.gc.ca by the date, time and place indicated on page 1 of the bid solicitation. The subject line should specify the Bid Solicitation Number: 84084-19-0096. The attachment file size limit is 15MB.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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 FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with

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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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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

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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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Inquiries - 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 bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid; One (1) PDF copy;

Section II: Financial Bid; One (1) PDF copy; and

Section III: Certifications; One (1) PDF copy

Section IV: Additional Information: One (1) PDF copy

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

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- B. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

D. Electronic Payment of Invoices - Bid

Canada requests that bidders:

- 1. select option 1 or, as applicable, option 2 below; and
- 2. include the selected option in Section II of their bid.

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

Option 1:

The Bidder accepts to be paid by 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)
- Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- The Bidder does not accept to be paid by Electronic Payment Instruments.

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- 1. their legal name;
- 2. their Procurement Business Number (PBN);
- 3. the name of the contact person (provide also this person's mailing address, phone and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- 4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- 5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and

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- 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;

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ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

1.0 Pricing Schedule:

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all inclusive fixed daily rate (in Can \$) for each of the resource categories and levels identified.

Period of the Contract

Resource category	Level	All inclusive fixed hourly rate (Can \$)	Volumetric data (# of Hours)	Extended bid price
		(A)	(B)	(AXB)
Alternative Dispute Resolution/Mediator Services Consultant	Senior		100	
	Intermediate		25	
Total Bid Evaluated price Total:				TBD

Option period of the Contract

Resource category	Level	All inclusive fixed hourly rate (Can \$)	Volumetric data (# of Hours)	Extended bid price
		(A)	(B)	(AXB)
Alternative Dispute Resolution/Mediator Services Consultant	Senior		100	
	Intermediate		25	
Total Bid Evaluated price Total:				TBD

2.0 The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data."

3.0 The rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses.

4.0 Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 2 to Part 4.

4.1.1.3 Point Rated Technical Criteria

Refer to Attachment 2 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

4.2.1 Highest combined rating of technical merit (60%) and price (40%)

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 2 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 40$. P_i is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

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4.2.1.6 The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive bids in descending order of combined rating of technical merit and price, up to 3 will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 2 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

4.2.1.7 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 the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS ₁ : 120/135	OS ₂ : 98/135	OS ₃ : 82/135
Bid Evaluated Price	P ₁ : C\$60,000	P ₂ : C\$55,000	LP and P ₃ : C\$50,000
Calculations	Technical Merit Score (OS_i x 60)	Pricing Score (LP/P_i x 40)	Combined Rating
Bidder 1	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
Bidder 2	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91
Bidder 3	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44

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ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	Mandatory Criteria	Cross reference to where information is provided in the bid.
M1	<p><u>Proposed Senior ADRMS consultant</u> The bidder must provide a detailed resume of the proposed senior resource stating the following:</p> <ul style="list-style-type: none"> • Work experience • Relevant Education and Training • ADR Professional Certification 	
M2	<p><u>Alternative resource: (Intermediate ADR consultant)</u> The bidder must attest that the proposed resource has an Alternative resource (back-up) who can provide the ADR services if required To meet this requirement, the Bidder must provide a detailed resume of the Alternative Resource stating:</p> <ul style="list-style-type: none"> • Work experience • Relevant Education and Training; • ADR Professional Certification <p>Note: Back must not provide more than 25% of the service under this contract</p>	
M3	<p>The bidder must provide copies of relevant degrees, diplomas and certifications with respect to resources identified in M1 and M2 above.</p>	

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Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

4.1.1.2 Point Rated Technical Criteria # 1

	Point rated Criteria: Senior Resource	Maximum points available	Cross reference to where information is provided in the bid.
PR1	Education: University: 25 pts College or CEGEP Diploma / Certificate: 25 pts Formalized Training (examples of formalized training but not limited to, Recognized Mediation Certifications, CTDP Certified Training and Development Professional, Training Certifications from accredited Institutions, ANSI - Association for Challenge Course Technology, Certified Online Facilitation: 30 pts	80	
PR2	Professional Certification of the Proposed Resource Relevant ADR Certification: 30 pts	30	
PR3	Relevant Experience of the Proposed Resource Range of years is based on a minimum of 3 completed ADR Events within one calendar year >1 yrs and <2 yrs: 12-23 months — 10 pts >2 yrs and <4 yrs: 24-47 months — 20 pts >4 yrs and <6 yrs: 48-71 months — 25 pts >6 yrs and <8 yrs: 72-95 months — 40 pts >8 yrs and <10 yrs: 96-119 months — 55 pts >10 yrs and <15 yrs: 120-179 months — 70 pts >15 yrs: 180+months — 80 pts	80	
PR4	Proposed Resource Experience Facilitating Large Group Event Further to PR.3, 15 points will be awarded based on size of ADR Events. 1-20 people — 5pts 20-40 people —10 pts 40 people and up—15 pts	15	

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PR5	Experience in public service events: The Bidder resource has demonstrated experience providing ADR services to provincial or federal government regulators similar in scope to the requirement described in the “Statement of Work or, has knowledge of NEB Regulatory Processes	20	
PR6	Bilingual (French-English) 10 The proposed resource is bilingual (French-English) and can provide facilitator services in both French and English	10	
	Minimum points required: 165 points		

4.1.1.3 Point Rated Technical Criteria # 2

	Point rated Criteria: Intermediate Resource	Maximum points available	Cross reference to where information is provided in the bid.
PR1	Education: University: 25 pts College or CEGEP Diploma / Certificate: 25 pts Formalized Training (examples of formalized training but not limited to, Recognized Mediation Certifications, CTDP Certified Training and Development Professional, Training Certifications from accredited Institutions, ANSI - Association for Challenge Course Technology, Certified Online Facilitation: 30 pts	80	
PR2	Professional Certification of the Proposed Resource Relevant ADR Certification: 30 pts	30	
PR3	Relevant Experience of the Proposed Resource Range of years is based on a minimum of 3 completed ADR Events within one calendar year >1 yrs and <2 yrs: 12-23 months — 10 pts >2 yrs and <4 yrs: 24-47 months — 20 pts >4 yrs and <6 yrs: 48-71 months — 25 pts >6 yrs and <8 yrs: 72-95 months — 40 pts >8 yrs and <10 yrs: 96-119 months — 55 pts >10 yrs and <15 yrs: 120-179 months — 70 pts >15 yrs: 180+months — 80 pts	80	

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PR4	Proposed Resource Experience Facilitating Large Group Event Further to PR.3, 15 points will be awarded based on size of ADR Events. 1-20 people — 5pts 20-40 people —10 pts 40 people and up—15 pts	15	
PR5	Experience in public service events: The Bidder resource has demonstrated experience providing ADR services to provincial or federal government regulators similar in scope to the requirement described in the “Statement of Work or, has knowledge of NEB Regulatory Processes	20	
PR6	Bilingual (French-English) The proposed resource is bilingual (French-English) and can provide facilitator services in both French and English	10	
	Minimum points required: 145 points		

4.1.1.4 Point Rated Technical Criteria # 3

	Point rated criteria : Bidders Local Office:	Maximum points available	Cross reference to where information is provided in the bid.
BR1	Bidders Local Office: Bidder has Local Office in Montreal, Calgary, and Vancouver and can provide resources at no travel costs in Vancouver, Calgary and Montreal. (15points); Bidder has local office in Calgary and Montreal and can provide services at these locations at no travel cost (10 points); and Bidder has local office in Calgary or Montreal or Vancouver only (5 points)	15	
	Minimum points required: 5 points		

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 and Additional Information Required with the Bid

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Integrity Provisions of the Standard Instructions](#), all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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

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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.

5.2.3 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 Requirement

6.1.1 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 requirement 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;

6.1.2 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.

6.1.3 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.

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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 in Annex A.

7.1.1 Task Authorization

A. Work described at Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor’s own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D. An authorized TA is a completed Annex D signed by the TA Authority.

C. TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$ 5,000.00. Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor. Only the Contracting Authority is authorized to change any firm unit price and the required Work specified under Annex A- Statement of work , Firm Unit Price TAs.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada’s Total Liability, Cumulative Total of all authorized TAs, not being exceeded.

E. Multiple contracts

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As more than one contract has been awarded for this requirement a request to perform a task will be sent in accordance with paragraph F of this clause to any of the Contractors'. Canada reserves the right to acquire the required Work by any means.

TBD: number of contracts were awarded as a result of bid solicitation number: 84084-19-0010. The Contractors' order of ranking is as follows:

Ranked first: TBD

Ranked second: TBD

F. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task.

G. Within five (5) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex D; and
3. for each resource proposed by the Contractor for the performance of the work required:
 - i. the name of the proposed resource;
 - ii. the resume of the proposed resource; and
 - iii. a demonstration that the proposed resource meets the Contract security requirements;

H. TA Authorization

1. The TA Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph F of this clause;
 - the Contractor's response received, submitted pursuant to paragraph G of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task.

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2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
3. The authorized TA will be issued to the Contractor by email.

I. Minimum Work Guarantee - All the Work - Authorized TAs

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs, and "Minimum Contract Value" means 2% of the Maximum Contract Value.
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 I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada 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 cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

J. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

- i. 1st quarter: April 1 to June 30;
 - ii. 2nd quarter: July 1 to September 30;
 - iii. 3rd quarter: October 1 to December 31; and
 - iv. 4th quarter: January 1 to March 31.
3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

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- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised,as applicable), Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced;
 - the total amount paid, Applicable Taxes included;
 - the start and completion date of the task (as last revised, as applicable); and
 - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs as last amended;
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

| [2035 2018-06-21](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirement

7.3.1 The following security requirement apply and form part of the Contract:

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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 protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC.
3. The Contractor must not remove any protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - i. Security Requirements Check List attached at Annex C; and
 - ii. Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of contract award to October 31st, 2021.

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: 517 Tenth Avenue, SW
Calgary, AB T2R 0A8
Telephone: 403-604-6254
E-mail address: 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

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work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: TBD

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ___ - ___ - ___
Facsimile: ___ - ___ - ___
E-mail address: _____

In its absence, the Project Authority is: TBD

Name: _____
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

Authorized TA

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In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm price specified in the authorized TA, determined in accordance with the basis of payment in Annex B. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Canada's Total Liability

Cumulative Total of all authorized TAs

- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ TBD. Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
 1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure: re contract clause 7.6.2 A.
- D. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3. Method of Payment

The following method of payment will form part of the authorized TA For the Work specified in an authorized firm unit price TA.

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:

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

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7.7.4 SACC Manual Clauses

The following manual clauses apply and form a part of the contract:

A9068C 2010-01-11: Government Site Regulations.

7.7.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- 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 Applicable Laws

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

7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 2018-06-21, General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any); and
- (i) the Contractor's bid dated TBD.

7.10 Foreign Nationals

The following manual clauses apply to and form part of the Contract:

SACC Manual clause A2001C 2006-06-19, Foreign Nationals (Foreign Contractor)

SACC Manual clause A2000C 2006-06-16 Foreign Nationals (Canadian Contractor)

7.11 Insurance Requirements

SACC Manual clause G1005C 2016-01-28: Insurance – No specific requirement apply to and form part of the Contract

ANNEX A, STATEMENT OF WORK

1.0 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. It is located in Calgary, Alberta.

In its regulatory processes, The NEB conducts multiple meetings with external parties such as landowners, Indigenous groups and other stakeholders. The Board also conducts technical workshops, technical conferences, internal meetings, and team building events that may require the services of senior facilitators or mediators.

1.1. Objective of the Requirement

The objective is to obtain Alternative Dispute Resolution services including facilitation and mediation (ADR), to assist the NEB with external meetings, conferences, workshops, consultations, focus groups as well as internal meetings and workshops (Events).

2. Scope of the Work/ Deliverables

The contractor will be required to provide neutral third party ADR services by assisting the NEB in designing, planning and participating in Events (see 1.1).

When issuing task authorizations, a more specific description of the task and scope of work will be provided. ADR services could include but are not limited to:

A. Plan, organize, design, and prepare for Event

- i. Review background materials provided by the NEB to develop an understanding of the current regulatory context;
- ii. Meet with project authority to provide recommendations on agenda topics and discussion questions;
- iii. Predefine the approach and techniques to be used and develop Event plan with all involved parties;
- iv. Work with participants to clarify objectives and address any process questions and develop format;
- v. Prepare materials and
- vi. Issue preliminary materials before Event.

B. Pre-ADR meeting with all involved parties either in person or over the phone to discuss process

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- i. Process steps, ensure that participants understand the Event objectives including terms or objectives of the pre-mediation agreement;
- ii. Who should participate in the ADR discussion and level of authority required for resolution;
- iii. The key issues requiring resolution;
- iv. Meeting location, date, time, cost and length;
- v. Matters of confidentiality, privacy and without prejudice concerns;
- vi. Seek commitment from the parties to proceed with ADR, and
- vii. Based on the outcomes of the Pre-ADR, develop a pre-mediation agreement that the parties will sign prior to beginning the ADR sessions.

C. Facilitate and lead ADR Sessions

- i. Introduce and frame the agenda items;
- ii. Provide context and challenges as appropriate;
- iii. Manage the flow of the Event to ensure that relevant context is provided;
- iv. Manage time to ensure the planned agenda is completed prior to the end of the session;
- v. Manage participation to ensure inclusiveness to the benefit of participants in the discussions using tools and techniques to engage participation and to moderate group discussion;
- vi. Stimulate a constructive and clear exchange of ideas among the members and promote feedback;
- vii. Guide group to consensus and desired outcomes; and
- viii. Set up and design the room to allow for transcription of the Event when required.

D. Follow up after Event

- i. Draft and finalize reports on the results and conclusions of the Event;
- ii. Prepare and deliver presentations;
- iii. Prepare, deliver and document review and learn sessions; and
- iv. Work with NEB's staff to ensure all relevant information are entered and tracked in NEB tools and systems.

3 Timeline and Estimated Level of Effort

The work is to be performed on an as need arises and when requested basis.

ANNEX B, BASIS OF PAYMENT

A- Contract Period (From October 1, 2019 to September 30 2021)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

Category& level	Name:	All Inclusive Fixed Hourly Rate
Senior Consultant_____	_____	\$_____
Intermediate Consultant:_____	_____	\$_____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ TBD.

2.0 Total Estimated Cost- Contract Period: \$ TBD.

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.6.2 of the Contract.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From October 1, 2021 to September 30, 2022)

During the extended Contract period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

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The Contractor will be paid all inclusive fixed time rates as follows:

Category & level	Name:	All Inclusive Fixed Hourly Rate
Senior Consultant	_____	\$ _____
Intermediate Consultant:	_____	\$ _____

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ TBD.

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ TBD.

ANNEX C, SECURITY REQUIREMENTS CHECK LIST

(NEXT FOUR PAGES)



Contract Number / Numéro du contrat 19-0096
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 (NEB)	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
Alternative Dispute Resolution (ADR) services including facilitation, mediation and negotiation to assist the NEB with external meetings

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? / 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 commerciales 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 checked="" 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



1175952



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

Special comments:
 Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui

If Yes, will unscreened personnel be escorted:
 Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui

Not Applicable

Security Classification / Classification de sécurité
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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 / 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 Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" 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 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 / 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 PROTÉGÉ 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Alternate Dispute Resolution Services Bid Solicitation Process # 84084-19-0096

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Alternate Dispute Resolution Services Bid Solicitation Process # 84084-19-0096

ANNEX D, TASK AUTHORIZATION FORM

TASK AUTHORIZATION					
Contractor: _____		Contract Number: _____			
Commitment Number: _____		Financial Coding: _____			
Task Number: _____		Date: _____			
TA Request (For completion by Technical Authority)					
1. Description of Work to be Performed <div style="text-align: center;"> Statement of Work [Insert details] </div> <div style="text-align: center;"> Description of any Deliverable(s) required </div>					
2. PERIOD OF SERVICES		From: _____	To: _____		
3. Work Location		[Indicate where the work will be performed]			
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
5. Other Conditions /Restrains		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
6. Task Proposal (insert rows as required) Check (☐):		Estimated Cost ☐	Fixed Price ☐	\$ _____	
7. 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					
8. BILINGUALISM (if applicable)					
		<input type="checkbox"/> YES		<input type="checkbox"/> NO	
List of the categories of personnel					
TA Proposal [For completion by Contractor]					
9. Estimated Cost Contract <Insert additional rows as required>					
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost	
Professional services estimated cost	Total			<TBD>	
	GST				
	Grand Total				
Travel & Living	Estimated Cost				
	GST				
	Total Travel & Living Cost				

Alternate Dispute Resolution Services Bid Solicitation Process # 84084-19-0096

Grand Total for Labour and Travel		<u><TBD></u>
TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the NEB	NEB – Technical Authority	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of NEB]	NEB- Contracting Authority	Date
11. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled “Basis of Payment” in the Contract.</p> <p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p> <p>* Conflict of Interest</p> <p>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 Sector (2011), shall derive any direct benefit from this Contract.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. 		