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PRE-QUALIFICATION REQUEST ("PQR") 288PA-UCAPQR-2021

Consultants for the Utilities Consumer Advocate

Service Alberta

PQR Issue Date:	**September 3, 2021**
PQR Closing Date and Time:	**May 31, 2024** **no later than 14:00:59 Alberta Time**
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1. INTRODUCTION

1.1 PREAMBLE

Proponents are invited to submit Proposals for the opportunity to compete for the provision of Services in accordance with the specifications and terms and conditions set out in this PQR.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this PQR. Failure to satisfy any term, condition or mandatory requirement of this PQR may result in rejection of the Proposal.

1.2 PQR DEFINITIONS

Terminology used throughout this PQR is defined as follows:

"**Alberta Purchasing Connection**" or "**APC**" means the Government of Alberta's electronic tendering system.

"**Alberta Time**" means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta), as amended from time to time.

"**Business Day**" means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

"**Commission**" means the Alberta Utilities Commission.

"**Contracting Manager**" means the individual referenced on the cover page of this PQR.

"**Contractor**" means a Pre-Qualified Contractor that has entered into a SOW with the Province.

"Effective Date" means the date on which a Master Agreement has been signed by both parties.

"**Evaluation Team**" means the individuals who will evaluate Proposals on behalf of the Province.

"FOIP Act" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.

"**Facilities**" means adequate office space and equipment including desk and chair,

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personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by the Province for the performance of the Services.

"Master Agreement" means the written agreement, which includes the PQR and the Proposal, between a Pre-Qualified Contractor and the Province to provide the Services and Materials contemplated in a SOW.

"**Materials**" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by a Contractor or its employees, subcontractors or agents in the course of performing the Services.

"**must**" or "**mandatory**" or "**shall**" means that the requirement so described must be met in a substantially unaltered form in order for the Proposal or a Response to be compliant.

"**Personal Information**" means personal information as defined in the FOIP Act.

"**PQR Closing Date and Time**" means the date and time as stated on the cover page of this PQR.

"**Pre-Qualification Request**" or "**PQR**" means this solicitation including attached appendices for the opportunity to compete to provide the Services and Materials.

"**Pre-Qualified Contractor"** means a legal entity that has entered into a Master Agreement pursuant to this PQR.

"**Prime Proponent**" means the Proponent in a Proponent Team that is responsible for the provision of all Services and Materials, and with whom the Province will enter into the Master Agreement should the Proponent Team be awarded a Master Agreement pursuant to this PQR.

"**Proponent**" means an individual, business entity, organization or Proponent Team responding to this PQR with a Proposal.

"**Proponent Team**" means a consortium or other arrangement among two (2) or more individuals, business entities or organizations that respond to this PQR with one (1) Proposal.

"**Proposal**" means the Proponent's response to this PQR, and includes all the Proponent's attachments and presentation materials.

"**Province**" means Her Majesty the Queen in right of Alberta, as represented by the Minister of Service Alberta.

"Response" means the Pre-Qualified Contractor's response to a SOW, including all the Pre-Qualified Contractor's attachments and, if applicable, presentation materials.

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"Services" means the work, duties, functions and deliverables to be provided by a Contractor as specified in this PQR and any subsequent SOW, issued pursuant to this PQR.

"**should**" or "**desirable**" means that a provision so described has a significant degree of importance and will be evaluated.

"Standing Offer List" means the pool of Pre-Qualified Contractors who have executed Master Agreements with the Province.

"Statement of Work" or "SOW" means the document issued by the UCA setting out the Services required by the Province, and, when signed by both the Contractor and the Province, incorporates the terms and conditions of the Master Agreement and the Contractor's Response, and establishes a contract between the Contractor and the Province for the delivery of the Services and Materials described in the SOW.

"**UCA**" means Utilities Consumer Advocate.

1.3 INTERPRETATION

a) Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

b) Words in the singular include the plural and vice versa.

2. SERVICES INFORMATION

2.1 BACKGROUND / OBJECTIVES

The Consumer, Registry and Strategic Services Division of the Province is responsible for balancing effective industry regulation and protection of consumer interests in order to ensure a consistent, competitive and flexible approach in the delivery of services to Albertans. This PQR is issued by the Province in order to establish a Standing Offer List capable of providing the UCA with professional and consulting services relating to its representation of the interests of Alberta residential, farm and small business consumers of electricity and natural gas before proceedings of the Commission, and other bodies whose decisions may affect the interests of those consumers.

This PQR will establish a pool of Pre-Qualified Contractors able to provide expertise in, at least, one (1) of the following service categories:

- Economics Expertise
- Utility Tariff and Rates Expertise
- Utility Accounting Expertise
- Engineering / Technical Expertise

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- Financial Expertise
- Actuarial Expertise
- Depreciation Expertise
- Performance Based Regulation Expertise

The above service categories are described in further detail in section 3.2 below.

The above list is not exhaustive and is subject to change, at the Province's sole discretion, during the term of the Master Agreement. Pre-Qualified Contractors that are already on the Standing Offer List will remain on the Standing Offer List and will not need to submit a new Proposal unless the Pre-Qualified Contractor is submitting a Proposal to provide Services in a new service category or a service category in which the Pre-Qualified Contractor is not yet pre-qualified. Should a Pre-Qualified Contractor wish to pre-qualify to provide Services in the new service category or a service category for which it is not yet pre-qualified, it will need to submit a Proposal addressing only the mandatory requirements for that particular service category.

2.2 PRE-QUALIFICATION STAGE

The pre-qualification stage evaluates the Proponent's ability to provide the Services described in section 3.2 of this PQR.

The Services are broken down into service categories. Proponents may submit one (1) Proposal in response to one (1) or more service categories. The Proposal must clearly specify the service category(ies) for which the Proponent wishes to be considered.

With the exception of mandatory requirements specific to a service category, each Proposal must meet all mandatory requirements set out in this PQR. Failure of a Proponent to meet a mandatory requirement that is unique to a service category will not result in rejection of a Proponent's entire Proposal, but only for that specific service category.

If a Proponent meets the mandatory requirements, the Province will enter into a Master Agreement with the Proponent for that service category. Upon execution of the Master Agreement, the Proponent becomes a Pre-Qualified Contractor and will be added to the Standing Offer List for the applicable service category. A Proponent that is added to the Standing Offer List will be eligible to participate in a SOW process for any service category for which it has pre-qualified. Where a SOW requires Services from more than one (1) service category, only those Pre-Qualified Contractors prequalified in all required service categories will be eligible to participate in the SOW process.

Upon receipt of a Proposal to pre-qualify, the Province may pre-qualify additional Proponents.

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2.2.1 SOW PROCESS

If the UCA chooses to request Services under this PQR, the Province will issue a SOW using the SOW process. A SOW describes the Services and identifies the service category(ies), mandatory requirements and desirable provisions. Such mandatory requirements and desirable provisions are in addition to those mandatory requirements described in this PQR.

Schedule A – "Statement of Work Process" to the Master Agreement describes how the Province will issue a SOW and the obligations of the Pre-Qualified Contractors in that process.

2.2.2 VALUE, VOLUME AND EXCLUSIVITY

The Province makes no guarantee of the value or volume of work Pre-Qualified Contractors may receive through this PQR.

Master Agreements are not exclusive contracts for the provision of the Services. The UCA is not required to use the Standing Offer List and SOW process. The UCA may use other procurement methods to contract for the same or similar Services to those described in this PQR.

3. SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

3.1 SERVICES

The Province requires Pre-Qualified Contractors capable of performing the duties, described in section 3.2 for various terms of engagement. Service category(ies) and specific Services, including any additional related services required at the discretion of the Province, the anticipated duration of Services, and the Pre-Qualified Contractor's resource and / or team requirements will be identified in each SOW.

3.1.1 MASTER AGREEMENT DURATION

Pre-Qualified Contractors will be eligible to provide a Response to a SOW issued from the Effective Date of the Master Agreement until August 31, 2024.

The Province may extend the Master Agreement under the same terms and conditions for an additional term of up to forty-eight (48) months. In the event that Master Agreements are extended, the PQR will also be extended accordingly.

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3.2 SERVICES DESCRIPTION

Services are subdivided into the following categories:

A – Economics Expertise (refer to section 3.2.1.1)
B – Utility Tariff and Rates Expertise (refer to section 3.2.1.2)
C – **Utility Accounting Expertise** (refer to section 3.2.1.3)
D – **Engineering / Technical Expertise** (refer to section 3.2.1.4)
E – Financial Expertise (refer to section 3.2.1.5)
F – Actuarial Expertise (refer to section 3.2.1.6)
G – Depreciation Expertise (refer to section 3.2.1.7)
H – Performance Based Regulation Expertise (refer to section 3.2.1.8)

3.2.1 SERVICE CATEGORY SCOPE AND DELIVERABLES

Specific tasks, responsibilities and deliverables are listed below for each of the service categories identified in section 3.2 of this PQR. A SOW may, at the sole discretion of the Province, include additional services that are related to the Services, tasks, and deliverables described in this PQR.

In addition to the tasks, responsibilities and deliverables set out below, specific mandatory requirements for each service category are described in Attachment #1 – Service Category Qualification Form to Appendix B to this PQR.

3.2.1.1 Economics Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide economic analyses, advice, jurisdictional scans, and reports (including where applicable and appropriate modelling and outlooks) on matters such as:

   a. Utility regulation, rates, tariffs and policies;
   b. Energy market (natural gas and electricity (including wholesale)) dynamics and trends;
   c. Impact of taxes and pricing of externalities (i.e. carbon tax) on utility rates and commodities; and
   d. Impact of rates on the economy.

ii) Prepare expert evidence, information requests and responses and provide assistance to the UCA or the UCA's external counsel in the preparation of arguments and reply arguments, for proceedings before the Commission and other regulatory bodies.

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iii) Provide support and participate in mediated or unmediated settlement negotiation discussions.

iv) Provide support in industry consultations, including those held by the Alberta Electric System Operator.

3.2.1.2 Utility Tariff and Rates Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission, or other regulatory bodies and provide support and participation in mediated or unmediated settlement negotiation discussions and in industry consultations, including those held by the Alberta Electric System Operator on matters including, but not limited to:

   a. Utility regulation in Alberta;
   b. Rates and tariff design;
   c. Cost drivers, including operations, maintenance and capital spending, and how they impact consumers, particularly residential, farm and small commercial consumers;
   d. Regulated energy and non-energy tariffs and rates for regulated retail providers of electricity and natural gas; and
   e. Terms and conditions of service.

ii) Provide insight and analysis of utility costs in Alberta and other jurisdictions.

iii) Provide advice and prepare reports for the UCA on current utility rate structures and trends.

iv) Provide in-depth knowledge of tariffs under cost of service regulation and performance based regulation, including capital expenditures, regulatory requirements and cost allocation studies.

3.2.1.3 Utility Accounting Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide insight and analysis of accounting conventions and practices, implemented accounting principles and methods (e.g. International Financial Reporting Standards), and taxes, particularly as they pertain

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to utility operations, maintenance, administration and general expenses.

ii) Actively participate in all aspects of regulatory interventions, before the Commission and other regulatory bodies, and industry consultations, including those held by the Alberta Electric System Operator.

iii) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission or other regulatory bodies.

iv) Provide support and participate in mediated or unmediated settlement negotiation discussions.

3.2.1.4 Engineering / Technical Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide knowledge and advice on natural gas and electric transmission and distribution facilities, including asset management methodology and models, planning, and related infrastructure / architecture.

ii) Prepare analyses and reports on new and potential technology and trends and their impact on utilities, including distribution connected generation technologies, electric vehicles and energy storage, and expected adoption in the market.

iii) Provide analyses on distributed energy resources integration, transmission and distribution planning, load flexibility and demand response, hydrogen and hybrid energy systems, power-to gas conversions, and carbon capture and storage.

iv) Provide knowledge and advice on transmission and distribution reliability service standards, and the impact on utilities and consumers. This knowledge may be applied to reviews of facility or general rate and tariff applications in proceedings before regulatory bodies on behalf of the UCA.

v) Participate in all aspects of regulatory interventions, before the Commission and other regulatory bodies, and industry consultations, including those by the Alberta Electric System Operator.

vi) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings

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before the Commission or other regulatory bodies, or in industry consultations, including those held by Alberta Electric System Operator.

vii) Provide support and participate in mediated or unmediated settlement negotiation discussions.

3.2.1.5 Financial Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide knowledge and advice on credit metrics and impacts to credit metrics, financial risk assessment and risk pricing models, short-term and long-term financial outlooks, market behaviors, stock market / securities, and capital structure. This knowledge may be applied in the review of Generic Cost of Capital (GCOC) or utility finance-related applications before regulatory bodies on behalf of the UCA.

ii) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission or other regulatory bodies.

iii) Provide assistance in industry consultations.

iv) Provide support and participate in mediated or unmediated settlement negotiation discussions.

3.2.1.6 Actuarial Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide knowledge and advice pertaining to utility pension matters, or other aspects of utility cost centers requiring actuarial knowledge and experience. This knowledge may be applied in review of applications before regulatory bodies and their impact on consumers.

ii) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission or other regulatory bodies.

iii) Participate and provide support in industry consultations.

iv) Participate in mediated or unmediated settlement negotiation discussions.

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3.2.1.7 Depreciation Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide knowledge and advice pertaining to depreciation matters, methods and principles as they relate to utilities. This knowledge may be applied in the review of applications before regulatory bodies in proceedings pertaining to depreciation, and depreciation procedures and models, including net salvage and resulting rate impacts, on behalf of consumers.

ii) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission or other regulatory bodies.

iii) Participate in industry consultations.

iv) Participate in mediated or unmediated settlement negotiation discussions.

3.2.1.8 Performance Based Regulation Expertise:

Under this service category, a SOW may ask a Pre-Qualified Contractor to:

i) Provide in-depth knowledge and advice pertaining to utility performance based regulation (PBR) in Alberta and other jurisdictions and their impact on utility consumers.

ii) Assesses Alberta PBR plans, how they operate and any specific impact on utility consumers in terms of rates and other elements.

iii) Review Alberta PBR plans and PBR-related applications.

iv) Prepare expert evidence, information requests and responses, and provide input on arguments and reply arguments for proceedings before the Commission or other regulatory bodies.

v) Participate in mediated or unmediated settlement negotiation discussions.

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3.3 MANDATORY REQUIREMENTS – PROPONENT QUALIFICATIONS

The Proponent must demonstrate that it meets the mandatory requirements as set out in Attachment #1 – Service Category Qualification Form to Appendix B to this PQR.

4. PRICING

4.1 PRICING

Pricing will be requested at the SOW stage based on the Services and resources required.

4.2 FACILITIES

The requirements for Facilities will be specified at the SOW stage based on the Services and resources sought.

5. PROPOSAL

5.1 HOW TO ORGANIZE THE PROPOSAL

To assist evaluation by the Evaluation Team, Proposals should be organized in the following format using the section titles and sequence:

a) Table of Contents;
b) Proposal Submission Form;
c) PQR Requirements (as set out in Attachment #1 – Service Category Qualification Form to Appendix B to this PQR);
d) Proponent Profile; and
e) Appendices, if any.

5.2 WHAT TO PUT IN THE PROPOSAL

It is mandatory that Proposals include responses to requirements described with a "must", "mandatory" or "shall" in this PQR. Failure to provide a response to requirements described with a "must" "mandatory" or "shall" will result in rejection of the Proposal. It is highly desirable that Proposals also respond to "should" provisions. Proponents should ensure that all supporting information is included so that the Province can evaluate the Proponent's ability and suitability to perform the Services.

Proposals will be screened to determine if the mandatory requirements have been met. A Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the screening of any given requirement.

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5.2.1 RESPONSE TO PQR REQUIREMENTS

5.2.1.1 Proposal Submission Form

Submission of the Proposal shall be deemed agreement by the Proponent that if awarded a Master Agreement, the Proponent will perform the Services in accordance with the Master Agreement. The Proposal should be submitted with a cover letter or page in the form of a completed Proposal Submission Form found in Appendix B to this PQR.

5.2.1.2 Mandatory Requirements – Service Categories

i) For each service category that a Proponent seeks to prequalify in, Proposals must provide a response to the mandatory requirements as set out in Attachment #1 – Service Category Qualification Form to Appendix B to this PQR.

ii) For each service category that a Proponent seeks to pre-qualify in, Proposals should include at least three (3) business-related references that demonstrate the Proponent's ability to perform the Services contemplated by this service category. If one (1) or more business-related references are not included with the Proposal, these references must be provided within two (2) Business Days of a request by the Province.

5.2.2 PROPONENT PROFILE

a) The Proposal must include the following:

- the legal name of the Proponent or Prime Proponent, if applicable; and
- details of any subcontracting arrangements proposed by the Proponent or Proponent Team members, if applicable.

b) The Proposal should include the following:

- a brief corporate background, especially pertaining to experience in providing similar services to other organizations (including references);
- the location of the Proponent's or Prime Proponent's head office and, if applicable, service centres;
- legal name and address of any proposed subcontractors and / or Proponent Team members;
- a Proponent or Prime Proponent contact authorized to participate in Master Agreement finalization. The contact information should include the person's name, title, office address, mailing address (if different from office address), email address and telephone number;
- email address for SOW distribution; and

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- if applicable, a Proponent Team management approach that will ensure, for the duration of the Master Agreement, clear lines of communication and delivery of Services and Materials.

If the information requested of a Proponent in 5.2.2 b) above is not included with the Proposal, the information must be provided within two (2) Business Days of a request by the Province.

5.2.3 APPENDICES

If a Proponent wishes to include any other material not specifically requested by this PQR, it may do so by including additional appendices in the Proposal.

5.2.4 MASTER AGREEMENT

Proponents, by submitting a Proposal, are deemed to have accepted each of the clauses of the Master Agreement in Appendix A of this PQR exactly as drafted. Schedules A and B to the Master Agreement and any blank items will be completed by the Province when preparing the Master Agreement to be entered into with a successful Proponent.

6. EVALUATION

6.2 SCREENING

After receiving a Proposal, the Evaluation Team will screen it to determine if the Proponent has met the mandatory requirements of this PQR.

With the exception of mandatory requirements specific to a service category, each Proposal must meet all mandatory requirements as set out in this PQR. Failure of a Proponent to meet a mandatory requirement that is unique to a service category will not automatically result in rejection of a Proponent's entire Proposal, but only for that specific service category.

The Proponent must provide sufficient detail in a Proposal to demonstrate that a mandatory requirement has been met.

6.3 REFERENCE CHECKS

The Province may conduct reference checks of Proponents or their proposed resources. The Province may contact references, including references other than those submitted by the Proponent. The Proponent may be rejected for any service category if, in the opinion of the Province, the Proponent or any proposed resource receives unsatisfactory references.

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6.4 SELECTION

For each service category, the Evaluation Team will pre-qualify all Proponents with compliant Proposals that have satisfactory references.

6.5 PROPOSAL CLARIFICATIONS

At any time during the evaluation process, the Province may ask the Proponent to clarify statements made in its Proposal.

7. PQR TERMS AND CONDITIONS

7.1 ACCESS TO PQR DOCUMENTS

The Province uses APC to post procurement opportunities. Obtaining the PQR directly from APC facilitates receipt of any PQR updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by the Province through APC.

7.2 PQR SCHEDULE OF EVENTS

PQR Issue Date:	**September 3, 2021**
PQR Closing Date and Time:	**May 31, 2024** at 14:00:59 Alberta Time
Evaluation of Proposals:	**Upon Receipt**
Proponents Pre-Qualified:	Upon execution of the Master Agreement by the parties

The above dates are provided for information only and are subject to change at the sole discretion of the Province.

7.3 PROPOSAL SUBMISSION

Proposals must be submitted electronically, via email, in Microsoft Word or Adobe Acrobat format by the PQR Closing Date and Time to the following email address: corporate.tendering@gov.ab.ca. The email subject line should indicate that it is a Proposal and include the PQR number and title.

The complete Proposal should be in one (1) email, including attachments, and should not be larger than 25MB to facilitate receipt by the Province. If multiple emails are required to accommodate attachment sizes, the emails should provide clear instructions on how the Proposal is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3).

The official time and date of receipt of the Proposal will be determined by the email received time as recorded by the Government of Alberta's email server. Proponents

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should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the PQR Closing Date and Time.

If the Proposal cannot be opened after reasonable efforts are made by the Province, the Proposal will be rejected.

The Proposal should be secured against accidental modification by the Province, and should have the ability to search and print the document in its entirety.

Proposals must be received on or before the PQR Closing Date and Time, or the Proposal will be rejected.

Proposals received after the PQR Closing Date and Time will be deleted.

7.4 PROPOSAL PUBLIC OPENING

Proposals will not be opened publicly.

7.5 PROPONENT TEAM PROPOSALS

In the case of a Proponent Team Proposal, the Province requires that the Prime Proponent has responsibility for all terms and conditions of the Master Agreement. If a Proponent Team is pre-qualified, only the Prime Proponent will be identified as the Pre-Qualified Contractor in the Master Agreement and the Contractor in any SOW.

7.6 PROPONENT QUESTIONS

Unless otherwise advised by the Contracting Manager, all questions and any form of communication between the Proponents and the Province in relation to this PQR must be submitted in writing to the Contracting Manager. All questions and responses will be documented.

The Province intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponent must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If the Province, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the

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question.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one (1) interpretation in this PQR, as it is discovered, and to request any instruction, decision, or direction necessary to prepare the Proposal.

Questions or concerns must be communicated in writing to the Province at least five (5) Business Days prior to the PQR Closing Date and Time. Questions received after this time will be answered, if in the opinion, of the Province time permits.

Verbal responses to enquiries are not binding on any party.

7.7 PROPOSAL RETURN

Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

7.8 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, and the Proponent's employees, subcontractors, and agents shall:

a) keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in the PQR; and
b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization from the Province.

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

No press release or other public announcement relating to this PQR shall be issued without the prior written consent of the Province.

7.9 *FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT* (ALBERTA) ("FOIP ACT")

The Proponent acknowledges that:

a) The FOIP Act, applies to all information and records relating to, or obtained, generated, created, collected or provided under, the PQR or the Master Agreement and which are in the custody or under the control of the Province. The FOIP Act allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and
b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify

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those parts of its Proposal to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under the FOIP Act.

7.10 CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this PQR is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time and Section 33 (c) of the FOIP Act. The Proponent may contact the Contracting Manager identified in the PQR regarding any questions about collection of Personal Information pursuant to this PQR.

The Proponent consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by the Province, and the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two (2) Business Days of a request by the Province to do so.

7.11 CONFLICT OF INTEREST

On or before the PQR Closing Date and Time, Proponents must fully disclose to the Contracting Manager, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, subcontractor or agent, if the Proponent were to become a Pre-Qualified Contractor or Contractor pursuant to this PQR. The Province shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Province, the Proponent or any Proponent Team member, employee, subcontractor or agent is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become a Pre-Qualified Contractor or Contractor pursuant to this PQR.

7.12 LOBBYISTS ACT

The Proponent acknowledges that:

a) the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act*; and
b) it is responsible for complying with the *Lobbyists Act* (Alberta) during the PQR process, and if the successful Proponent, during the Master Agreement.

7.13 TRADE AGREEMENTS

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This PQR is covered by the following trade agreements:

a) Canadian Free Trade Agreement;
b) New West Partnership Trade Agreement;
c) Comprehensive and Economic Trade Agreement;
d) World Trade Organization's Agreement on Government Procurement; and
e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership.

7.14 PQR TERMS AND CONDITIONS

By submitting a Proposal, the "PQR Terms and Conditions" contained in this section 7 of this PQR are deemed to be accepted by the Proponent in their entirety and without any changes.

7.15 EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR

The Province may extend the PQR Closing Date and Time, or the Province may amend, suspend, postpone or cancel this PQR.

7.16 COSTS OF THE PROPOSAL

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Master Agreement.

7.17 REPRESENTATIONS AND WARRANTIES

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in Schedule A to the Master Agreement, and shall constitute representations and warranties of the successful Proponent and shall form part of the Master Agreement.

7.18 RELEASE OF PROPOSAL INFORMATION

The Province reserves the right to disclose the names of responding Proponents, Pre-Qualified Contractors, and any summary cost information deemed appropriate by the Province.

7.19 PROPOSAL ACCEPTANCE / REJECTION

The Province is not required to accept, and may reject any or all Proposals.

7.20 PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province will conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent's written request for a debriefing must be received by the Province within

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ten (10) Business Days of notification to the Proponent that it was unsuccessful.

7.21 LIMITATION OF LIABILITY

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- the PQR process;
- the evaluation of Proposals;
- the selection of successful Proponent(s); or
- a decision by the Province not to select successful Proponent(s)

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal a Proponent acknowledges and accepts this limitation.

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PQR APPENDIX A – MASTER AGREEMENT

MASTER AGREEMENT NUMBER: _____
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Service Alberta
(the "**Province**")

- and -

[NAME OF PRE-QUALIFIED CONTRACTOR]
(the "**Pre-Qualified Contractor**")

BACKGROUND

The Province requires utilities consultants to perform services for the Utilities Consumer Advocate.

The Province issued a Pre-Qualification Request Number _____ dated, _____ ("PQR") which forms part of this Master Agreement, to pre-qualify service providers for professional and consulting services related to the interests of Alberta residential, farm and small business consumers of electricity and natural gas.

In response to the PQR, the Pre-Qualified Contractor submitted a Proposal, which forms part of this Master Agreement, and the Pre-Qualified Contractor has been pre-qualified to provide the Services identified in Schedule D.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Master Agreement:

    a) **"Alberta Time"** means Mountain Standard Time or Daylight Saving Time as provided for in the *Daylight Saving Time Act* (Alberta), as amended from time to time.

    b) **"Business Day"** means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

    c) **"Commission"** means the Alberta Utilities Commission.

    d) **"Contract Usage Report"** means a written report that must be submitted to the Province detailing the Services provided within a specified period as set out in

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Schedule C.

e) **"Contractor"** means a Pre-Qualified Contractor that has entered into a SOW with the Province.

f) **"Effective Date"** means the date on which this Master Agreement is signed by both parties.

g) **"Facilities"** means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by the Province for the performance of the Services.

h) **"FOIP Act"** means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.

i) **"Master Agreement"** consists of this document and all Schedules attached hereto, the PQR, and the Proposal.

j) **"Materials"** means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor or its employees, subcontractors or agents in the course of performing Services pursuant to a SOW.

k) **"Personal Information**" means "personal information" as defined in the FOIP Act.

l) **"Pre-Qualification Request"** or **"PQR"** means the solicitation issued by the Province dated **[insert date, 20]**, which is incorporated into and forms part of this Master Agreement.

m) **"Proposal"** means the proposal submitted by the Pre-Qualified Contractor dated **[insert date, 20]**, which is incorporated into and forms part of this Master Agreement.

n) **"Province"** means Her Majesty the Queen in right of Alberta, as represented by the Minister of Service Alberta.

o) **"Response"** means the Pre-Qualified Contractor's response to a SOW, including all the Pre-Qualified Contractor's attachments and, if applicable, presentation materials.

p) **"Services"** means the work, duties, functions and deliverables described in this Master Agreement and each SOW.

q) **"Standing Offer List"** means the pool of Pre-Qualified Contractors who have executed Master Agreements with the Province.

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r) **"Statement of Work"** or **"SOW"** means the document issued by the Province setting out the Services required by the Province and, when signed by both the Pre-Qualified Contractor and the Province, incorporates the terms and conditions of the Master Agreement and establishes a contract between the Pre-Qualified Contractor and the Province for the delivery of the Services and Materials described in the SOW.

s) **"Term"** means the Master Agreement period specified in section 2.

t) **"UCA"** means the Utilities Consumer Advocate.

TERM

2. This Master Agreement shall be effective from the Effective Date until August 31, 2024 unless terminated in accordance with this Master Agreement. The Province, in its sole discretion, may extend this Master Agreement under the same terms and conditions for an additional term of up to forty-eight (48) months.

3. Each SOW shall be effective for the period set out in that SOW, and the terms and conditions of this Master Agreement shall continue to apply to the SOW until the completion or termination of that SOW.

SERVICES

4. In accordance with the PQR and this Master Agreement, the Province will issue a SOW when the UCA requires Services to be performed. Schedule B contains the form of SOW, which may be updated by the Province in its sole discretion.

5. The Pre-Qualified Contractor agrees to perform the Services and provide the Materials set out in each executed SOW that it enters into with the Province in accordance with the provisions of this Master Agreement and the applicable SOW and the Pre-Qualified Contractor shall follow any directions from the Province regarding the performance of the Services and providing the Materials. The Pre-Qualified Contractor warrants that it has the qualifications and expertise to perform the Services and provide the Materials set out in each SOW to which it responds.

6. Statements regarding the performance of Services and providing of the Materials made by the Pre-Qualified Contractor in its Proposal are representations and warranties of the Pre-Qualified Contractor and form part of this Master Agreement.

7. The UCA is not obligated to obtain any Services from the Pre-Qualified Contractor and reserves the right to acquire Services through arrangements other than from the Standing Offer List.

8. Prior to entering into a SOW, the Pre-Qualified Contractor shall provide the Province, on its request and at no cost to the Province, with criminal record checks and/or other security

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clearances of any or all of its proposed resource(s) for that SOW. Where any of the criminal record checks and/or security clearances are not satisfactory to the Province, the Province may, in its sole discretion, reject the proposed resource(s) and/or the Pre-Qualified Contractor.

9. The Pre-Qualified Contractor shall perform the Services and provide the Materials set out in each SOW with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services.

PAYMENT

10. Payment to the Pre-Qualified Contractor for the Services and Materials provided by the Pre-Qualified Contractor shall be in accordance with the terms and conditions of a SOW.

RECORDS AND REPORTING

11. The Pre-Qualified Contractor shall:

    a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Master Agreement and each SOW and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and

    b) keep the documents referred to in section 11(a) for three (3) years following the expiry or termination of this Master Agreement.

12. The Pre-Qualified Contractor shall comply with the reporting requirements set out in Schedule C.

13. The Pre-Qualified Contractor shall comply with all reporting requirements which may be set out in a SOW.

NON-ASSIGNABILITY AND SUBCONTRACTING

14.

    a) The Pre-Qualified Contractor shall not assign or otherwise dispose of any of its rights, obligations or interests in this Master Agreement without the prior written consent of the Province, which shall not be unreasonably withheld.

    b) The Pre-Qualified Contractor shall not:

        i. assign or otherwise dispose of any of its rights, obligations or interests in any SOW; or
        ii. subcontract any Services set out in a SOW (other than as specified in a

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Response),

without the prior written consent of the Province, which shall not be unreasonably withheld.

c) When the Pre-Qualified Contractor retains any subcontractor(s) in connection with the performance of any Services set out in a SOW, the Pre-Qualified Contractor shall:

i. be responsible for remunerating the subcontractor(s);
ii. be responsible for the performance and activities of the subcontractor(s); and
iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Pre-Qualified Contractor to fulfill its obligations under this Master Agreement and the applicable SOW.

PERSONNEL QUALIFICATIONS AND REPLACEMENT

15.

a) The Pre-Qualified Contractor warrants that any employee, subcontractor or agent of the Pre-Qualified Contractor providing the Services pursuant to a SOW has the qualifications and expertise to provide the Services.

b) The Pre-Qualified Contractor shall not replace any employee, subcontractor or agent, or add any employee, subcontractor or agent, to perform the Services set out in a SOW without the prior written approval of the Province, which shall not be unreasonably withheld.

c) The Pre-Qualified Contractor shall:

i. remove any employee, subcontractor or agent of the Pre-Qualified Contractor engaged in providing Services pursuant to a SOW upon the written request of the Province within the time limit indicated in such request; and
ii. only replace such removed employee, subcontractor or agent of the Pre-Qualified Contractor upon receiving the prior written approval of the Province, which shall not be unreasonably withheld.

COMPLIANCE

16. The Pre-Qualified Contractor shall:

a) comply with the provisions of all laws, now in force or in force after the signing of this Master Agreement, that expressly or by implication apply to the Pre-Qualified Contractor in performing the Services set out in a SOW; and

b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from

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the Workers' Compensation Board (the "Board") showing that the Pre-Qualified Contractor is registered and in good standing with the Board.

MATERIAL OWNERSHIP

17.

a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trademark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Master Agreement or a SOW. The Materials shall be delivered to the Province upon the completion or termination of the applicable SOW, or otherwise upon request of the Province.

b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Pre-Qualified Contractor or a third party prior to the Pre-Qualified Contractor performing the applicable Services pursuant to a SOW (or which are otherwise not made, generated, produced or acquired by the Pre-Qualified Contractor in the course of performing any Services), remain the property of each party respectively.

c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Pre-Qualified Contractor prior to performing the applicable Services pursuant to a SOW ("Pre-Qualified Contractor Materials") is reproduced or incorporated in the Materials, the Pre-Qualified Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Pre-Qualified Contractor Materials, for any purpose related to the particular SOW.

d) The Pre-Qualified Contractor:

i. irrevocably waives in whole all moral rights; and
ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Pre-Qualified Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Pre-Qualified Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.

f) The Pre-Qualified Contractor shall cooperate with the Province in protecting the

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Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

18.

a) Except as provided in sections 18 and 19, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Pre-Qualified Contractor in the performance of the Services under this Master Agreement or a SOW (the "Province's Information") shall not be disclosed or published by the Pre-Qualified Contractor without the prior written consent of the Province. The Pre-Qualified Contractor may disclose the Province's Information to employees, subcontractors or agents of the Pre-Qualified Contractor who have a need to know for the purpose of performing the Services provided that the Pre-Qualified Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Master Agreement.

b) Subject to section 19(b), the Pre-Qualified Contractor's obligations in section 18(a) do not apply to information or documents which:

i. are or become publicly available through no act or omission of the Pre-Qualified Contractor;
ii. are independently developed without benefit of the Province's Information; or
iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.

c) The Pre-Qualified Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Pre-Qualified Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

d) Upon expiration or termination of the Master Agreement, or otherwise upon the request of the Province, the Pre-Qualified Contractor shall return or deliver the Province's Information to the Province.

e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

f) No press release, public announcement or other public commentary relating to this Master Agreement or a SOW shall be made by the Pre-Qualified Contractor without the prior written approval of the Province.

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g) The Pre-Qualified Contractor shall store only in Canada all of the Province's Information that is disclosed to the Pre-Qualified Contractor under this Master Agreement.

h) Any storage requirements relating to the Province's Information that is disclosed to the Pre-Qualified Contractor during a SOW will be specified in the SOW. The Pre-Qualified Contractor shall comply with all such requirements.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

19.

a) The Pre-Qualified Contractor acknowledges that this Master Agreement and each SOW, including without limitation the name of the Pre-Qualified Contractor, fees payable, the Term (or the term of any SOW), and details of the Services may be subject to disclosure under the FOIP Act. The Pre-Qualified Contractor further acknowledges that the FOIP Act applies to the Province's Information collected, used or disclosed in the performance of Services, and the Pre-Qualified Contractor shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.

b) The Pre-Qualified Contractor shall not collect, use or disclose any Personal Information under this Master Agreement or any SOW except as reasonably required to fulfill its obligations under this Master Agreement or the applicable SOW, or as otherwise expressly authorized in writing by the Province.

c) Upon request, the Pre-Qualified Contractor shall, at the Pre-Qualified Contractor's expense, and within five (5) Business Days, provide to the Province any records that are requested under the access provisions of the FOIP Act that are in the custody or under the control of the Pre-Qualified Contractor. Should the Pre-Qualified Contractor receive an access request under the FOIP Act, the Pre-Qualified Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.

d) In providing the Services pursuant to a SOW, the Pre-Qualified Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Pre-Qualified Contractor must correct, within five (5) Business Days of the request, Personal Information that the Pre-Qualified Contractor may have either collected or compiled about an individual pursuant to the applicable SOW.

e) The Pre-Qualified Contractor shall:

i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;

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ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and

iii. provide the Province with any information regarding the Pre-Qualified Contractor's security measures that the Province may require to verify compliance with the FOIP Act.

b) The Pre-Qualified Contractor shall store only in Canada all records of Personal Information which are disclosed to the Pre-Qualified Contractor under this Master Agreement or any SOW, including records that are collected, used or stored on behalf of the Province.

c) The Pre-Qualified Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

20. Each party shall indemnify and hold harmless the other, its employees and its agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

a) that party's breach of this Master Agreement or any SOW; or

b) the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Master Agreement or any SOW.

21. The Pre-Qualified Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Pre-Qualified Contractor's breach of this Master Agreement or from the negligence, other tortious act or wilful misconduct of the Pre-Qualified Contractor, or those for whom it is legally responsible.

22. Additional or alternate indemnification and liability rights and obligations may be set out in a SOW.

INSURANCE

23. A SOW will require a successful Contractor to, at its own expense and without limiting its liability under this Master Agreement, maintain such insurance as may be specified in that SOW.

RELATIONSHIP OF PARTIES

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24. The relationship of the Pre-Qualified Contractor to the Province in performing the Services under this Master Agreement or a SOW is that of an independent contractor, and nothing in this Master Agreement or any SOW is to be construed as creating an agency, partnership, joint venture or employment relationship between the Pre-Qualified Contractor and the Province.

NOTICES

25.

a) Any notice to be made under this Master Agreement is to be made in writing, and is effective when personally delivered to the address or sent by e-mail to the e-mail address as follows:

The Province:	Corporate Purchasing Procurement Services, Service Alberta
Address:	11th Floor, Baker Centre 10025-106 Street Edmonton, AB T5K 1G4
Attention:	Project Contracting Manager
Email:	solist.support@gov.ab.ca
The Contractor:	_____
Address:	_____ _____ _____
Attention:	_____
Email:	_____

The parties respectively designate for the time being, the individuals identified in this section as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

b) Either party may change its information in section 25(a) by giving notice to the other in the manner described in section 25(a).

c) Any notice personally served shall be deemed received when actually delivered, if delivery is on a Business Day, or if not on a Business Day, on the following Business Day. Any notice sent by email shall be deemed received when sent if sent on a Business Day, or if not on a Business Day, on the following Business Day provided that the email addressee specifically confirms receipt of such email notice by return

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email to the sender. For clarity, confirmation of email receipt does not include automatic email system-generated receipts. All notices sent by prepaid registered mail shall be deemed to be received on the fourth (4^{th}) Business Day following mailing in any Post Office in Canada, except in the case of postal disruption, then any notice or payment shall be personally served or sent by email.

TERMINATION

26.

a) The Province may terminate this Master Agreement at any time, without cause, upon thirty (30) days written notice to the Pre-Qualified Contractor.

b) The Province may, at any time, immediately terminate a SOW, without cause, upon written notice to the Pre-Qualified Contractor.

c) If the Province terminates a SOW:

i. all Materials made, prepared, developed, generated, produced or acquired by the Pre-Qualified Contractor, or its employees, subcontractors or agents under the SOW are the property of the Province; and
ii. the Province shall only have to pay the Pre-Qualified Contractor for the Services completed in accordance with the SOW up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

27.

a) The Pre-Qualified Contractor, and its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

b) When communicating or interacting with the Province's employees the Pre-Qualified Contractor, and its employees, subcontractors and agents, shall comply with the Province's Respectful Workplace Policy, as amended from time to time. A copy of this policy is available from the Province's representative designated in section 28.

PARTIES' REPRESENTATIVES

28.

a) The Province designates the Project Contracting Manager as the Province's representative for communications and ongoing contact between the Province and the

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Pre-Qualified Contractor in matters relating to this Master Agreement other than giving notice pursuant to section 25(a).

b) The Pre-Qualified Contractor designates _____ as the Pre-Qualified Contractor's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Master Agreement other than giving notice pursuant to section 25(a).

c) A SOW shall identify representatives of the Province and the Pre-Qualified Contractor for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to a SOW.

d) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

29.

a) The Pre-Qualified Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Pre-Qualified Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards and the standards, including without limitation the following:

i. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
iii. except for payment provisions as set out in each SOW, the Pre-Qualified Contractor and its employees, subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
iv. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
v. the Pre-Qualified Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Pre-Qualified Contractor in its business practices or in relation to its employees, subcontractors or agents; and
vi. the Pre-Qualified Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as

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amended from time to time.

b) In the event the Pre-Qualified Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of Services pursuant to this Master Agreement or a SOW, the Pre-Qualified Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Pre-Qualified Contractor shall not submit Responses in relation to any SOW or commence or continue performance of the applicable Services without the prior written consent of the Province. If the Province is of the opinion the Pre-Qualified Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate the applicable SOW and, if the conflict of interest is in relation to this Master Agreement, then the Province may terminate this Master Agreement.

SURVIVAL OF TERMS

30. Notwithstanding any other provision of this Master Agreement, those sections which by their nature continue after the conclusion or termination of this Master Agreement shall continue after such completion or termination, including without limitation the following:

a) section 11 Records and Reporting;

b) section 17 Material Ownership;

c) section 18 Non-Disclosure of Information;

d) section 19 Freedom of Information and Protection of Privacy; and

e) section 20 and section 21 Indemnity and Liability.

GENERAL

31. In the case of conflicts or discrepancies among the main body of this document, Schedule A and Schedule B attached to this document, any SOW, a Response to a SOW, the PQR and the Proposal, the documents, as amended, shall take precedence and govern in the following order:

i) the body of this document;

ii) a Schedule attached to this document;

iii) the body of a SOW executed by the Province and the Pre-Qualified Contractor;

iv) Appendix B attached to a SOW executed by the Province and the Pre-Qualified Contractor;

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v) the Response of the Pre-Qualified Contractor to a SOW issued by the Province;

vi) the PQR; and

vii) the Proposal.

32. Time is of the essence of this Master Agreement and each SOW.

33. This Master Agreement contains the entire agreement of the parties concerning the subject matter of this Master Agreement and, except as expressed in this Master Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

34. Any waiver by either party of the performance by the other of an obligation under this Master Agreement or any SOW must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

35. The rights and remedies of the Province under this Master Agreement, or a SOW, are cumulative and any one (1) or more may be exercised.

36. The parties may amend this Master Agreement and any SOW only by mutual written agreement signed by the parties.

37. This Master Agreement and each SOW shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

38. This Master Agreement and each SOW shall be for the benefit of and bind the successors and assigns of the parties.

39. The headings in this Master Agreement and each SOW are inserted for convenience of reference only and shall not affect the meaning or construction of this Master Agreement or the applicable SOW.

40. In this Master Agreement and each SOW, words in the singular include the plural and words in the plural include the singular.

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41. This Master Agreement and each SOW may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution emailed in PDF shall constitute good delivery.

The parties authorized representatives have made this Master Agreement.

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Service Alberta	(Name of Pre-Qualified Contractor)
Per:	Per:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Reviewed by Corporate Purchasing,
Procurement Services, Service Alberta

_____
Signature

_____
Name

_____
Title

_____
Date

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MASTER AGREEMENT SCHEDULE A – SOW PROCESS

1. INTRODUCTION

This PQR establishes a Standing Offer List of Pre-Qualified Contractors. This list is open to the UCA.

Pre-Qualified Contractors have demonstrated ready access to qualified resources capable of performing services in some or all of the service categories set out in the PQR.

The Master Agreement with each Pre-Qualified Contractor binds each to the terms and conditions of the PQR and any SOW issued pursuant to the PQR. With this administrative and legal step of the process completed, the UCA can access Services, as needs arise, in a timely manner.

This document describes the process required for:

- issuing a SOW;
- responding to a SOW;
- executing a SOW; and
- meeting annual reporting requirements.

2. ISSUING AN SOW

Where the UCA chooses to access Services under the PQR, the Province will request the Services by issuing a SOW. A SOW describes the Services, identifies the applicable service category(ies), and any specific mandatory requirements and desirable provisions and seeks pricing. Any mandatory requirements are in addition to those described in the PQR. The Province will use the form of SOW as set out in Schedule B of the Master Agreement.

2.1 SOW VALUE AND PROCUREMENT TYPE

Subject to section 2.2.2 of the PQR, for Services valued at $75,000 or more:

a) the Province must use the SOW process to issue a SOW for competition among all Pre-Qualified Contractors that have pre-qualified in the specific service category required.

Subject to section 2.2.2 of the PQR, for Services valued at $10,000 or more but less than $75,000, the Province may:

a) issue a SOW for competition among all Pre-Qualified Contractors that have pre-qualified in the specific service category required; or
b) issue a SOW for limited, invitational competition among selected Pre-Qualified Contractors that have pre-qualified in the specific service category required.

Subject to section 2.2.2 of the PQR, for Services valued at less than $10,000, the Province may:

Classification: Protected A

a) issue a SOW for competition among all Pre-Qualified Contractors that have pre-qualified in the specific service category required; or
b) issue a SOW for limited, invitational competition among selected Pre-Qualified Contractors that have pre-qualified in the specific service category required; or
c) issue a SOW directly to a Pre-Qualified Contractor on a sole source basis.

2.2 SOW DELIVERY METHOD

A SOW is issued by the Province to Pre-Qualified Contractors via email, using the email address(es) indicated in the Standing Offer List for the applicable Pre-Qualified Contractor(s).

It is the responsibility of the Pre-Qualified Contractor to ensure their contact information is kept current. Any changes to the contact information provided should be communicated in writing via email to**:** **solist.support@gov.ab.ca.**

3. RESPONDING TO THE SOW

If a SOW requires only one (1) service category, only those Pre-Qualified Contractors who have been pre-qualified in the applicable service category are eligible to respond to the SOW.

If a SOW requires more than one (1) service category, only those Pre-Qualified Contractors who have been pre-qualified in all the applicable service categories will be eligible to respond to the SOW.

In response to a SOW, any proposed Services must, in the opinion of the Province, meet the requirements stated in the SOW.

3.1 RESPONSE FORMAT

Response requirements will be indicated in each SOW.

3.2 MULTIPLE RESPONSES

If a Pre-Qualified Contractor submits more than one (1) Response, each Response must be submitted separately in the same format as outlined in the SOW. Each Response submitted by the Pre-Qualified Contractor must meet the mandatory requirements of the SOW. The Province will decide the acceptability of each Response separately.

4. EVALUATING RESPONSES

The Province will evaluate the Responses, including pricing, against the criteria stated in the SOW.

5. EXECUTING THE SOW

Upon completion of the evaluation of the Responses, the Province will prepare and execute the SOW with the successful Pre-Qualified Contractor. The SOW will be in the form as set out in Schedule B to the Master Agreement.

Classification: Protected A

6. ASSESSMENT OF SERVICES

Pre-Qualified Contractors may be assessed upon completion of a SOW on factors including:

- completion of Services within specified timelines;
- success in achieving outcomes; and
- Province feedback

Any assessment completed on a Pre-Qualified Contractor with respect to a SOW may be retained by the Province and may be shared in response to a request for reference verification.

Classification: Protected A

MASTER AGREEMENT SCHEDULE B – FORM OF SOW

Note: Schedule B – Form of SOW may be modified to reflect the requirements of the Services.

DRAFTING NOTE:
Issuing instructions are indicated in GREEN highlighted text
The Province is to provide the information indicated in YELLOW highlighted text

[Service Category]
SOW: X
Department: Service Alberta
Utilities Consumer Advocate
Contract Coordinator: TBD
Email: TBD
Telephone: (XXX) XXX-XXXX

STATEMENT OF WORK # ENTER NUMBER
BETWEEN

HER MAJESTY THE QUEEN in right of Alberta,
as represented by the Minister of Service Alberta
("the Province")

- and -

to be completed upon execution of the SOW
("Contractor")

SOW Issue Date: Month, Day, 20__
SOW Closing Date and Time: Month, Day, 20__ at 14:00:59 Alberta Time

Submit your complete Response by email only to:

1. Project Overview and Objectives

ADD Project Overview/Outcomes/Objectives/Term of Engagement/Budget

2. Service Scope and Deliverables

- ADD Deliverables

3. Qualifications

Classification: Protected A

Mandatory requirements and/or desirable provisions are listed in Appendix B (Qualification Summary and Pricing Form).

Responses must demonstrate that the mandatory requirements listed in Appendix B (Qualification Summary and Pricing Form) are met.

4. Response Pricing

The Pre-Qualified Contractor shall propose pricing in accordance with Appendix B (Qualification Summary and Pricing Form).

5. Response Evaluation

5.1 Screening

After receiving the Responses, the Evaluation Team will screen each Response to determine if the Pre-Qualified Contractor met the mandatory requirements of this SOW.

A Prequalified Contractor must provide sufficient detail in a Response to demonstrate that a mandatory requirement has been met.

5.2 Scoring

The SOW evaluation criteria will be distributed within the following categories. Subject to the requirements of the FOIP Act, the evaluation of Responses shall be confidential, and not released to any party: to be modified accordingly

	Evaluation Categories	Weight
1.	Desirable Provisions	XX%
2.	Service Delivery Approach	XX%
3.	Pricing	XX%
	Total	**100%**

Responses will be evaluated and scored relative to the resource(s) proposed and the requirements and provisions of this SOW.

Additional points may be awarded to Responses that demonstrate that the proposed resource(s) has exceeded the mandatory requirements.

5.3 Interviews

The Province will review the résumés of proposed resources in all compliant Responses to ensure that the expertise, knowledge and skills claimed are substantiated.

The evaluation process may include an interview.

Classification: Protected A

The Province may ask Pre-Qualified Contractors to attend interviews regarding their Responses. Proposed resources and key management will be expected to participate in the interview. The Pre-Qualified Contractor must be available for interviews within the Province's requested timeframe. If a Pre-Qualified Contractor is not available for an interview within this timeframe, the Province reserves the right to reject the Response.

Interviews, regardless of venue or form, must be attended by the Pre-Qualified Contractor at no cost to the Province.

Response scoring may be adjusted based on the interview.

5.4 Reference Checks

The evaluation process may also include reference checks. The Province may conduct reference checks of the Pre-Qualified Contractor and any proposed resources. The Province may contact references, including references other than those submitted by a Pre-Qualified Contractor. A Response may be rejected if, in the opinion of the Province, any proposed resource receives an unsatisfactory reference.

5.5 Selection

Responses will be evaluated and scored based on the quality of response to the mandatory requirements and desirable provisions of the SOW. The Evaluation Team will make the final selection, if any, based on the highest scoring compliant Response from the evaluation scoring, interview (if applicable), and reference checks.

6 General

6.1 Introduction

Pre-Qualified Contractors are invited to submit Responses for the provision of Services in accordance with the specifications and terms and conditions set out in this SOW.

This competitive procurement will be conducted in accordance with one (1) fundamental objective: to maximize the benefit to the Province while offering Pre-Qualified Contractors a fair and equitable opportunity to participate.

Pre-Qualified Contractors are advised to pay careful attention to the wording used throughout this SOW. Failure to satisfy any term, condition or mandatory requirement of this SOW may result in rejection of the Response.

6.2 Terms

All terms as defined in the Pre-Qualification Request 288PA-UCAPQR-2021 issued by the Province ("PQR") and the Master Agreement between the Province and the Pre-Qualified Contractor entered into pursuant to the PQR ("Master Agreement") shall apply in this document.

6.3 SOW Definitions

Classification: Protected A

"Contract Coordinator" means the individual acting as the point of contact for Pre-Qualified Contractors during the SOW process and the Contractor during the SOW.

"Evaluation Team" means the individuals who will evaluate Responses on behalf of the Province.

"Fixed Hourly Blended Rate" means the definite and predetermined hourly rate charged for the performance of the Services by the Pre-Qualified Contractor.

6.4 Estimated SOW Duration

Estimated start date:	MM, DD, YYYY
Estimated end date:	MM, DD, YYYY

At the Province's discretion, the SOW may be extended for up to _____ months, on the same terms and conditions, including pricing.

The Province also has the option to modify this SOW's budget and scope to accommodate changes to the schedule of the Commission or other regulatory body and any subsequent proceeding(s) including, but not limited to:

- any related compliance filings;
- any applications to review or vary the decision made in the applicable proceedings;
- any permissions to appeal the decision made in the applicable proceedings;
- any appeals granted by the Alberta Court of Appeal; and
- any applications for costs relating to the applicable proceeding.

The Province will indicate the actual start and end dates of the SOW upon execution of the SOW with the successful Pre-Qualified Contractor.

6.5 Location of Work

The Contractor will primarily work remotely; however, certain resources may be required to attend meetings or work sessions in _____ on reasonable notice from the Province. At the time of providing such notice, the Province will advise of the expected duration of any such meetings or work sessions and the resources that must be in attendance.

The Province reserves the right to alter this work arrangement on reasonable notice to the Contractor. The Contractor will be consulted about the alteration in work arrangement; however, the Province retains ultimate discretion as to the appropriate work arrangement.

Some travel within Alberta may be required by certain resources.

6.6 FACILITIES

The Contractor shall be responsible for providing all Facilities.

Classification: Protected A

6.7 CRIMINAL RECORD CHECK

Upon request by the Province, the Contractor shall, at no cost to the Province, provide a current criminal record check of any proposed resource. A proposed resource may be rejected if, in the opinion of the Province, the criminal record is unacceptable.

6.8 OTHER REQUIREMENTS

This section, 6.8 Other Requirements, is to be completed before issuing the SOW (include any additional requirements, such as reporting, etc.). If there are no other requirements to include, delete this section.

7 SOW Terms and Conditions

7.1 BACKGROUND

This SOW incorporates the terms and conditions of the Pre-Qualification Request Number 288PA-UCAPQR-2021 ("PQR") issued by the Province and the Master Agreement between the Pre-Qualified Contractor and the Province entered into pursuant to the PQR except as modified by: the Proposal; this SOW; and the Response.

By submitting a Response, the "SOW Terms and Conditions" contained in this section 7 are deemed to be accepted by the Pre-Qualified Contractor in their entirety without any changes.

7.2 RESPONSIBILITY AND LIMITATION OF LIABILITY

This section may be modified based on the scope of the SOW

7.2.1 The Contractor and the Province shall indemnify and hold harmless the other, and its employees and its agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

i) that party's breach of this SOW or the Master Agreement; or
ii) the negligence, other tortious act or willful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this SOW or the Master Agreement.

7.2.2 The party claimed against or sued by a third party must notify the other in writing of a claim or suit promptly and provide reasonable cooperation, at the responsible party's expense. Neither party shall have any obligation under any settlement made without its written consent.

7.2.3 The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this SOW or the Master Agreement or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

7.3 INSURANCE

This section may be modified based on the scope of the SOW

Classification: Protected A

7.3.1 The Contractor shall obtain and maintain, at its own expense, in accordance with the *Insurance Act* (Alberta), as amended from time to time, and without limiting its liabilities under this SOW or the Master Agreement:

i) a contract of general liability insurance in an amount not less than $2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage, including loss of use thereof; and

ii) errors and omissions insurance, in an amount not less than $1,000,000.00 per claim insuring its liability resulting from errors and omissions in the performance of its professional services under the Master Agreement and this SOW. This insurance is required to remain in place for a period of twelve (12) months following the completion or termination of this SOW and the Master Agreement and this condition may be satisfied with a twelve (12) month extended reporting period.

7.3.2 The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time as requested by the Province.

7.3.3 The Contractor shall ensure that all its subcontractors obtain and maintain liability insurance sufficient to meet the requirements in this section 7.3.

7.3.4 All required insurance shall be endorsed to provide the Province with thirty (30) days advance written notice of cancellation.

7.4 PRE-QUALIFIED CONTRACTOR QUESTIONS

All questions regarding the SOW must be directed to the Contract Coordinator, in writing. Enquiries and responses will be recorded and may, in the Province's discretion, be distributed to all Pre-Qualified Contractors.

The Pre-Qualified Contractor has the responsibility to notify the Contract Coordinator in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one (1) interpretation in the SOW as it is discovered, and to request any instruction, decision, or direction required to prepare its Response.

In order for the Province to deal effectively with Pre-Qualified Contractor questions or concerns about any terms, conditions or requirements of the SOW, such questions or concerns must be communicated in writing to the Contract Coordinator at least four (4) Business Days prior to the SOW closing date. Questions received after this time will be answered at the discretion of the Province.

Verbal responses to enquiries are not binding on any party.

7.5 PRE-QUALIFIED CONTRACTOR EXPENSES

The Pre-Qualified Contractor is responsible for all costs of preparing and presenting its Response.

7.6 PERIOD OF COMMITMENT

Classification: Protected A

Responses shall be final and binding on the Pre-Qualified Contractor for ninety (90) days from the SOW closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Pre-Qualified Contractor is requested to do so by the Province.

7.7 PRICING

Pricing shall be in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

7.8 PAYMENT AND MAXIMUM PAYABLE

7.8.1 The Province agrees to pay the Contractor a sum not to exceed $_____ (Canadian funds), not including business travel expenses, to perform the Services. The Contractor shall be paid:

i) the rates specified in Appendix B (Qualification Summary and Pricing Form) for completion of the Services in accordance with this SOW;
ii) for business travel expenses as set out in Appendix B (Qualification Summary and Pricing Form); and
iii) upon submitting an invoice and other supporting documentation required by the Province as set out in section 7.8.2 below describing the Services for which payment is claimed.

7.8.2 The Contractor must submit invoices for work performed in the previous month by the 15th Business Day of the following month. Invoices shall be delivered to the address or transmitted by email to the email address of the UCA's Financial Administrator as follows:

Office of the Utilities Consumer Advocate, Service Alberta
John E. Brownlee Building, Fifth Floor
10365 – 97 Street
Edmonton, AB T5J 3W7

Attention: Financial Administrator

Email: uca.accounting@gov.ab.ca

It is the responsibility of the Contractor to ensure that each invoice is received by the UCA's Financial Administrator.

The Contract Coordinator may alter the method of invoice submission with reasonable notice to the Contractor.

All invoices must include the following unless otherwise agreed upon in writing:

i) Master Agreement Number;
ii) SOW Number;
iii) SOW Term;
iv) Proceeding ID # and Name, if applicable;

Classification: Protected A

v) Date of Invoice;
vi) Invoice number;
vii) Contractor's legal name, address, phone number and contact person;
viii) Name and address of the UCA's Financial Administrator;
ix) Period for which payment is being claimed;
x) Breakdown of the amount being claimed for the period;
xi) Expenses claimed for the period and their corresponding receipts;
xii) Total amounts claimed to date; and
xiii) Outstanding balance of SOW.

Invoices that do not contain the aforementioned information or contain incorrect information will be rejected by the Province and returned to the Contractor for reissuing with the required and correct information.

7.8.3 The Province shall pay the Contractor within thirty (30) days of receipt of an invoice provided the requirements of sections 7.8.1 and 7.8.2 have been met.

7.8.4 The Province represents and warrants that, as the purchaser of the Services provided under the Master Agreement and this SOW, no amount payable under this SOW is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada), as amended from time to time. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

7.8.5 The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada), as amended from time to time.

7.8.6 The Province may order the re-execution of any Services which are not performed in accordance with the provisions of the Master Agreement and this SOW, in which case the Contractor shall re-execute the Services at the Contractor's expense in accordance with the Master Agreement and this SOW.

7.9 IRREVOCABILITY OF RESPONSES

Pre-Qualified Contractors may amend or rescind their Response prior to the SOW closing date and time by submitting a clear and detailed written notice to the Contract Coordinator. Subject to section 7.6 (Period of Commitment), all Responses become irrevocable after the SOW closing date and time.

7.10 APPENDICES

If the Pre-Qualified Contractor wishes to include any other material not specifically requested by the SOW, it may do so by including additional appendices in the Response.

7.11 SOW CLOSING

The SOW will close at 14:00:59 Alberta Time on the SOW closing date. Responses must be received by the Contract Coordinator before 14:01:00 Alberta Time on the SOW closing date.

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The official time and date of receipt of the Response will be determined by the email received time as recorded by the Government of Alberta's email server. Pre-Qualified Contractor's should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Response not being received prior to the SOW's closing date and time.

Responses must be received on or before the SOW's closing date and time, or the Response will be rejected.

Responses received after the SOW's closing date and time will be deleted.

7.12 WHAT TO PUT IN THE RESPONSE

The Response must provide the following, using the forms set out as indicated or using similar representations of the same information:

i) A completed qualification and pricing form, as set out in Appendix B (Qualification Summary and Pricing Form) to this SOW;
ii) Any proposed resource's resume; and
iii) Appendices, if any.

Each Response should also include a SOW response cover letter as set out in Appendix A (Submission Letter) to this SOW.

7.13 HOW TO SUBMIT A RESPONSE

Responses must be submitted electronically, via email attachment, in Microsoft Word or Adobe Acrobat format by the SOW closing date and time to the following email address: _____. The email subject line should indicate that it is a Response and include the SOW number and title.

The complete Response should be in one (1) email, including attachments, and should not be larger than 25MB to facilitate receipt by the Province. If multiple emails are required to accommodate attachment sizes, the emails should provide clear instructions on how the Response is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3).

If the Response cannot be opened after reasonable efforts are made by the Province, the Response will be rejected.

The Response should be secured against accidental modification by the Province, and should have the ability to search and print the document in its entirety.

7.14 CONSENT TO USE OF INFORMATION

The Pre-Qualified Contractor consents, and has obtained the written consent from any individuals identified in the Response, to the use of their Personal Information in the Response by the Province, and the Province's employees, subcontractors and agents, to enable the Province to evaluate the Response and for other program purposes of the Province. This consent specifies to whom the Personal Information can be disclosed and how

Classification: Protected A

the information may be used. The Pre-Qualified Contractor shall provide such consents to the Province for confirmation and review upon the Province's request.

7.15 RESPONSE PUBLIC OPENING

Responses will not be opened publicly.

7.16 RESPONSE RECEIPT AND OWNERSHIP

Responses and accompanying documentation, upon receipt by the Contract Coordinator, will become the property of and will be retained by the Province, subject to section 7.9 (Irrevocability of Responses).

7.17 RESPONSE IRREGULARITY OR NON-COMPLIANCE

The Province reserves the right to waive an irregularity or non-compliance with the requirements of this SOW where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at the Province's sole discretion.

7.18 MODIFIED SOW PROCESS

In the event no compliant Responses are received in response to this SOW, the Province reserves the right to undertake a "Modified SOW Process". The Modified SOW Process, if employed, will be conducted as follows:

i) All Pre-Qualified Contractors submitting non-compliant Responses, other than those who submitted Responses after the SOW closing date and time, will be asked to prepare a "Modified Response". The necessity, scope and the timing of such a Modified SOW Process will be solely at the Province discretion;
ii) Details regarding the manner and form of the Modified SOW Process and the expected deliverables to be included therein will be provided in advance to all Pre-Qualified Contractors who submitted a non-compliant Response;
iii) Modified Responses and accompanying documentation, upon receipt by the Province will become the property of and be retained by the Province;
iv) Pre-Qualified Contractors submitting Modified Responses must meet the mandatory requirements identified in the Modified SOW Process; and
v) At the conclusion of the Modified SOW Process, following the Pre-Qualified Contractors' submission of the Modified Responses, the Evaluation Team will evaluate Modified Responses in accordance with an evaluation plan developed for the Modified SOW Process.

7.19 RESPONSE REJECTION

The Province may reject the lowest cost Response, or any or all Responses.

7.20 EXTENSIONS, AMENDMENTS TO OR CANCELLATION OF THE SOW

Classification: Protected A

The Province may extend the SOW closing date and time, or the Province may amend, suspend, postpone or cancel the SOW.

7.21 PRE-QUALIFIED CONTRACTOR DEBRIEFING

The Province will, at the request of an unsuccessful Pre-Qualified Contractor who responded to the SOW, conduct a debriefing for the purpose of informing the Pre-Qualified Contractor as to why its Response was not selected. The unsuccessful Pre-Qualified Contractor's written request for a debriefing must be received by the Province within then (10) Business Days of notification to the Pre-Qualified Contractor that it was unsuccessful.

7.22 SOW FINALIZATION

The SOW to be entered into shall be finalized with the successful Pre-Qualified Contractor by the Province and shall contain the terms and conditions specified in the SOW.

If, in the opinion of the Province, it appears that an agreement will not be finalized with the preferred Pre-Qualified Contractor within seven (7) Business Days, the Province may contract with another Pre-Qualified Contractor who submitted a compliant Response.

7.23 STANDARDS OF CARE

Submission of the Response shall be deemed agreement by the Pre-Qualified Contractor that if awarded the SOW, the Pre-Qualified Contractor will provide the Services and/or deliver the Materials in accordance with the SOW.

The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with the standard of care practiced by leading national and international suppliers of services similar to, or the same as, the Services described in the SOW.

7.24 SURVIVAL OF TERMS

Notwithstanding any other provision of this SOW, those sections which by their nature continue after the conclusion or termination of this Master Agreement shall continue after such completion or termination, including without limitation the following:

Classification: Protected A

i) section 7.2 Responsibility and Limitation of Liability; and
ii) section 7.3 Insurance.

The parties have made this SOW. To be completed upon execution of the SOW

HER MAJESTY THE QUEEN in right of Alberta, as represented by the Minister of Service Alberta	name of Contractor
Signature	Signature
Name	Name
Title	Title
Date	Date

Classification: Protected A

SOW APPENDIX A - SUBMISSION LETTER

Utilities Consumer Advocate 9th Floor, Century Park Place 855 – 8 Avenue S.W. Calgary, AB T2P 3P1	SOW #: ######## Contract Coordinator: TBD Telephone: (XXX) XXX-XXXX Email: TBD

Pre-Qualified Contractor's Full Legal Name: _____
Mailing Address: _____
_____
_____

Telephone: _____
Email Address: _____
Contact Name: _____

The Pre-Qualified Contractor proposes to supply the resource(s) identified below at the rate(s) proposed herein to perform the Services as set out in this SOW, subject to the terms and conditions of this SOW.

Classification: Protected A

SOW APPENDIX B - QUALIFICATION SUMMARY AND PRICING FORM

SERVICE CATEGORY: [Role, Service Area]

1. MANDATORY REQUIREMENTS AND DESIRABLE PROVISIONS

NOTE: The term "experience" means working experience and not education or training, unless otherwise stated.

a) Mandatory Requirements

MANDATORY REQUIREMENT(S)		DESCRIPTION OF EXPERIENCE (STATE IN YEARS AND/OR NUMBER OF PROJECTS WHERE APPLICABLE)	NAME OF PROPOSED RESOURCE	EMPLOYEE OF PRE-QUALIFIED CONTRACTOR, SUBCONTRACTOR, OR EMPLOYEE OF SUBCONTRACTOR	RÉSUMÉ CROSS REFERENCE
1.					

b) Desirable Provisions

DESIRABLE PROVISION(S)		DESCRIPTION OF EXPERIENCE (STATE IN YEARS AND/OR NUMBER OF PROJECTS WHERE APPLICABLE)	NAME OF PROPOSED RESOURCE	EMPLOYEE OF PRE-QUALIFIED CONTRACTOR, SUBCONTRACTOR, OR EMPLOYEE OF SUBCONTRACTOR	RÉSUMÉ CROSS REFERENCE
1.					
2.					
3.					
4.					

2. SERVICE DELIVERY APPROACH

Classification: Protected A

Modify this section based on requirements associated with the project. Delete this section if a service delivery approach is not needed.

3. PROPOSED PRICING

The Pre-Qualified Contractor proposes the following Fixed Hourly Blended Rate (Canadian funds) for completing the Services identified in this SOW. Dependent upon SOW specification. To be completed prior to release of SOW.

The Fixed Hourly Blended Rate is for the term of the SOW and any possible extension periods.

SERVICE CATEGORY: [Role, Service Area]

Fixed Hourly Blended Rate: $_____

Expenses

If business travel is necessary in the performance of the Services, the Contractor may claim the following expenses actually incurred by the Contractor's resources:

i. use of a private vehicle at a rate of $0.505 per kilometer travelled;
ii. meals in the amount shown on the bill, excluding alcoholic beverages, plus a gratuity of up to twenty (20%) percent; and
iii. accommodation in the amount shown on the bill if service delivery requires overnight stay.

Business travel expenses shall not exceed in aggregate $5,000.00.

5. REFERENCES

Three (3) references, for whom similar work has been performed by the proposed resource(s), must be provided by the Pre-Qualified Contractor. The most recent reference should be listed first. Reference checks may or may not be completed to assist with scoring of a Response.

The Province reserves the right to contact the stated and other references without providing prior notification to the Pre-Qualified Contractor.

Reference #1:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

Reference #2:

Classification: Protected A

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

Reference #3:

Client Organization:	
Contact Person:	
Street Address:	
Telephone #:	
Email Address:	

Classification: Protected A

MASTER AGREEMENT SCHEDULE C – CONTRACT USAGE REPORT

To be submitted annually to: Master Agreement Number: ____

Procurement Services
Service Alberta
11th Floor Baker Centre
Edmonton, AB

Pre-Qualified Contractor Name: _____

Attention: Project Contracting Manager
E-mail address: solist.support@gov.ab.ca

SOW Number and Issue Date	Description of Services Performed During Reporting Period	Actual # of Hours used in Reporting Period	Fixed Hourly Blended Rate	SOW Value for the Reporting Period

Reporting Period: _____

Total SOW Value as at the end of the Reporting Period: _____

Report submitted by: _____

Date of report: _____

Classification: Protected A

MASTER AGREEMENT SCHEDULE D – SERVICE CATEGORIES

[Drafting Note: Schedule D will be completed by the Province, upon pre-qualification of the Pre-Qualified Contractor to specify which Service Categories the Pre-Qualified Contractor is pre-qualified in.**]**

Classification: Protected A

PQR APPENDIX B – Proposal Submission Form

(Date , 20__)

Pre-Qualification Request – Consultants for the Utilities Consumer Advocate

Contracting Manager: **Jackie Ruttan (780) 427-2641**

Email Proposal To: corporate.tendering@gov.ab.ca

Proponent's Legal Name:	
Mailing Address:	
Contact Name:	
Telephone:	
Facsimile:	
E-mail Address:	

Classification: Protected A

PQR APPENDIX B - ATTACHMENT 1
SERVICE CATEGORY QUALIFICATION FORMS

In this attachment are the qualification forms for the following service categories:

Category A Economics Expertise
Category B Utility Tariff and Rates Expertise
Category C Utility Accounting Expertise
Category D Engineering / Technical Expertise
Category E Financial Expertise
Category F Actuarial Expertise
Category G Depreciation Expertise
Category H Performance Based Regulation Expertise

The term “experience” in the mandatory requirements for each service category means working experience and not education or training, unless otherwise stated.

Classification: Protected A

Category A – Economics Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.1 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

A Master's degree in Economics from an accredited post-secondary institution.

Category B - Utility Tariff and Rates Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.2 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) An undergraduate degree from an accredited university in a related field (e.g. Business, Economics, Engineering) and / or related experience in regulation of utilities and rate design or significant related experience (5+ years) in utility matters, particularly as it pertains to utility customer interests.

b) Experience in producing and testifying to evidence prepared by and / or under the Proponent's direct oversight before a regulatory body (5 regulatory proceedings).

c) Experience with or knowledge of Alberta utility regulation.

d) Experience with cost of service and performance based regulation.

Category C - Utility Accounting Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.3 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) An undergraduate degree from an accredited university in accounting.

b) An accounting designation.

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c) Experience (8+ years) with utility accounting matters and rate regulation.

d) Experience (8+ years) with cost of service and performance based regulation, particularly as they pertain to utility customer interests.

e) Experience (5+ years) in producing and testifying to evidence prepared by and / or under the Proponent's direct oversight before a regulatory body.

Category D - Engineering / Technical Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.4 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) A P. Eng. designation in Alberta or an equivalent designation in another jurisdiction.

b) Experience (10+ years) providing engineering services to the electricity industry.

c) Experience (1+ years) in producing and testifying to evidence prepared by and / or under the Proponent's direct oversight before a regulatory body.

Category E – Financial Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.5 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) A Doctorate degree in Finance or Master's degree in Finance from an accredited university.

b) Experience (5+ years) in the field of finance.

c) Experience (2+ years) in producing and testifying to evidence prepared by and / or under Proponent's direct oversight before a regulatory body.

Classification: Protected A

Category F – Actuarial Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.6 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) An undergraduate degree from an accredited university.

b) A designation from the Canadian Institute of Actuaries (FCIA) or equivalent institution in another jurisdiction.

c) Experience (5+ years) providing services as an actuary or a related field.

d) Experience (2+ years) in producing and testifying to evidence prepared by and / or under Proponent's direct oversight before a regulatory body.

Category G – Depreciation Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.7 of this PQR.

1. Qualifications

The Proponent must have, at least, one (1) resource with:

a) An undergraduate degree from an accredited university in a related field (e.g. Business, Economics).

b) Experience (5+ years) with utility depreciation matters.

c) Experience (5+ years) in producing and testifying to evidence prepared by and / or under Proponent's direct oversight before a regulatory body.

Category H – Performance Based Regulation Expertise

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in section 3.2.1.8 of this PQR.

1. Qualifications

Classification: Protected A

The Proponent must have, at least, one (1) resource with:

a) An undergraduate degree from an accredited university in a related field (E.g. Business, Economics).

b) Experience (8+ years) with utility matters pertaining to performance based regulation in Alberta or other Canadian or North American jurisdictions.

c) Experience in cost of service rate design in Alberta or other jurisdictions.

d) Experience (5+ years) in producing and testifying to evidence prepared by and / or under Proponent's direct oversight before a regulatory body.

Classification: Protected A