Utilities Consumer Advocate, Affordability and Utilities
855 – 8 Avenue SW, Calgary, Alberta, Canada, T2P 3P1

May 8th, 2024

SUBJECT: ***APC Reference Number:*** ***AB-2021-05433***
Update Number: ***02***
Pre-Qualification Request (PQR): 288PA-UCAPQR-2021
PQR Closing Date and Time: 14:00:59 Alberta Time, May 31, 2028

To Whom It May Concern:

Note the following changes to the above referenced PQR presently in your possession.

Administration of PQR #288PA-UCAPQR-2021 has transitioned from the Ministry of Service Alberta and Red Tape Reduction to the Ministry of Affordability and Utilities.

The PQR has been amended as follows:

1. Section 3.1.1 Master Agreement Duration paragraph is replaced with the following:

   "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, 2028."

2. PQR Appendix A – Master Agreement is deleted in its entirety and replaced by "Revised PQR Appendix A – Master Agreement", found as Attachment 1 to this update.

Thank you for your participation in this PQR process.

Laura Sokolovic
Contracting Manager

Attachment 1
Revised PQR APPENDIX A – Master Agreement

MASTER AGREEMENT NUMBER: _____
BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Affordability and Utilities
(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 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 His Majesty in right of Alberta, as represented by the Minister of Affordability and Utilities.

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.

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, 2028 unless terminated in accordance with this Master Agreement.

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 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 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 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 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.

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;
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

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: Manager, Regulatory Operations

	Office of the Utilities Consumer Advocate Affordability and Utilities
Address:	9th Floor, Century Park Place 855 – 8th Avenue SW Calgary, Alberta, T2P 3P1
Attention:	Manager, Regulatory Operations
Email:	AU.UCAProcurement@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 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 (4th) 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 Manager, Regulatory Operations as the Province'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).

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 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;

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.

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.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Affordability and Utilities	(Name of Pre-Qualified Contractor)
Per:	Per:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

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:

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**:** **TBD**

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.

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.

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: Affordability and Utilities

Utilities Consumer Advocate

Contract Coordinator: TBD

Email: TBD

Telephone: (XXX) XXX-XXXX

STATEMENT OF WORK # ENTER NUMBER
BETWEEN

HIS MAJESTY in right of Alberta,

as represented by the Minister of Affordability and Utilities

("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:
AU.UCAProcurement@gov.ab.ca

1. Project Overview and Objectives

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

2. Service Scope and Deliverables

- ADD Deliverables

3. Qualifications

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.

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

"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.

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

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

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, Affordability and Utilities
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;
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.

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

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

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:

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

HIS MAJESTY in right of Alberta, as represented by the Minister of Affordability and Utilities	name of Contractor
Signature	Signature
Name	Name
Title	Title
Date	Date

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.

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

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:

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

Reference #3:

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

MASTER AGREEMENT SCHEDULE C – CONTRACT USAGE REPORT

To be submitted annually to: Master Agreement Number: ____

Office of the Utilities Consumer Advocate
Affordability and Utilities
9th Floor, Century Park Place
855 – 8th Avenue SW
Calgary, Alberta, T2P 3P1

Pre-Qualified Contractor Name: _____

Attention: Manager, Regulatory Operations
E-mail address: AU.UCAProcurement@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: _____

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.**]**