

MANITOBA HYDRO

2012/13 & 2013/14 ELECTRIC GENERAL RATE APPLICATION

UNDERTAKING PROVIDED BY: L. MORRISON

Manitoba Hydro Undertaking #56

Manitoba Hydro to provide the request for proposals that was submitted to the marketplace for the DSM Market Potential Study.

Response:

Please see the attachment to this response.



REQUEST FOR PROPOSAL 035349

PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY

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FEBRUARY 16, 2011

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**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

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**Manitoba
Hydro**

DEFINITIONS

**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

DEFINITIONS

“Confidential Information” means any and all information, regardless of form, format or medium, of or concerning or related to the Purchaser, the Work, etc. depending on situation, customer information, and Personal Information, which has or shall come into the possession or knowledge of the Contractor.

“contract” or “Contract” shall mean the agreement to be entered into between the Purchaser and the Contractor for work to be done and/or material and equipment to be furnished in accordance with the Instructions to Proponents, the General Requirements, the General Conditions, the Technical Requirements, the Contractor’s proposal, and the Purchase Order, all of which will be either referred to in or attached to and form part of said agreement. It shall also mean all specifications and drawings which further detail, explain or modify the Work, even though such specifications and drawings are issued after the execution of said agreement.

“Contractor” shall mean the party or parties named as such in the Contract and the legal personal representatives, successors and assigns of the Contractor.

“ID#” or “ITEM” shall mean a separate and designated part of the Work to be proposed, as defined in the Form of Proposal.

“Purchase Order” shall mean the document or documents by which the Purchaser formally accepts the proposal submitted by the successful Proponent, and shall include all Change Orders and Work Orders amending, deleting and/or adding to the Work, or authorizing extra work.

“Purchaser” shall mean Manitoba Hydro, its successors and assigns.

“Purchaser’s Representative” the person designated from time to time by the Purchaser to exercise such power, authority or discretion as is required under the contract, and that person’s assistants and agents.

“subcontractor” shall mean a person, firm or corporation having a contract with the Contractor for part of the Work, including without limitation the furnishing of labour, material, equipment or apparatus therefor.

“Proponent” shall mean, as the context requires, any party or parties proposing on one or more of the various classes of work covered by the Instructions to Proponents, the General Requirements, the General Conditions, and the Technical Requirements.

“Work” shall mean all of the various classes of work to be done, executed and performed, whether temporary or permanent, and all Services Product, and other equipment, apparatus, machinery and materials to be furnished and supplied by the Contractor pursuant to the Contract.

NOTE: Where the context so requires, the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed.



INSTRUCTIONS TO PROPONENTS

**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

INSTRUCTIONS TO PROPONENTS

1 INVITATION

To be accepted, **one (1) original** of the responding proposal must be received and date and time stamped until 16:00 hours, Manitoba local time, **MARCH 10, 2011**, by Manitoba Hydro.

The proposal shall be enclosed in a sealed package marked: "Request for Proposal 035349 for the Provision of Demand side management Market Potential Study". If the proposal is to be mailed, it should be addressed to:

Mr. Glenn W. Gray, Manager
Purchasing Department
Manitoba Hydro
P.O. Box 1287
Winnipeg, Manitoba, R3C 2Z1, Canada.

If the proposal is to be delivered by hand, it should be brought to:

Mailroom, Ground Floor
360 Portage Avenue
Winnipeg, Manitoba, R3C 0G8, Canada

2 GENERAL INTERPRETATION

Defined words and phrases used in this Request for Proposal have the meanings ascribed to them in the Definitions section or as expressly defined elsewhere in this Request for Proposal. Headings are used for convenience only, and they shall not affect the interpretation or meaning of the clauses, terms and conditions or the Request for Proposal.

3 ENQUIRIES

Enquiries concerning Request for Proposal 035349 should be in writing and addressed as follows:

Mr. Peter Buscemi
Purchasing Department
Manitoba Hydro

P.O. Box 1287
Winnipeg, Manitoba, R3C 2Z1, Canada
FAX: (204) 360-6130
Email: pbuscemi@hydro.mb.ca

Enquiries of a technical nature should be in writing, and addressed as follows:

Tony Cianflone
Power Smart Planning, Evaluation & Research Department
Manitoba Hydro
P.O. Box 815 Station Main
Winnipeg, Manitoba, R3C 2P4, Canada
FAX: (204) 360-6113
Email: tcianflone@hydro.mb.ca

A Proponent shall not be entitled to rely on any response or interpretation received in respect of an enquiry unless that response or interpretation was provided via an addendum to the Request for Proposal.

4 DIVISION OF THE WORK

If the Work has been divided into ITEMS, such ITEMS may be purchased separately or collectively under one (1) or more Contract(s) with one (1) or more Contractor(s).

The Purchaser may award a Purchase Order(s) to one or more Contractors.

5 ADDENDA

The Purchaser may, at any time prior to the date and time of closing, issue addenda changing Request for Proposal 035349, and such addenda shall be an integral part of Request for Proposal 035349.

6 FORM OF PROPOSAL

The Proponent is requested to use the Form of Proposal attached hereto. If any Form of Proposal page is found to have insufficient space, the Proponent is requested to attach a sheet or sheets immediately after such page.

The Proponent is encouraged to include in their Proposal thorough and sufficient information concerning matters under consideration.

Proposals and all submittals and communications shall be made in the English language

7 PROPOSALS

This Request for Proposal 035349 is not an offer, and is not a tender process.

Manitoba Hydro reserves the right to cancel Request for Proposal 035349 either before or after the date of closing and regardless of whether or not any proposals have been received for any reason whatsoever, in Manitoba Hydro's sole and unfettered discretion.

Manitoba Hydro reserves the right to re-issue or tender all or any part of the Work referred to in Request for Proposal 035349 at any time, including after the date of closing, for any reason whatsoever, in Manitoba Hydro's sole unfettered discretion.

If any proposal is accepted, in whole or in part, Manitoba Hydro shall notify the successful Proponent in writing. The successful Proponent cannot rely upon oral acceptance.

8 NEGOTIATIONS

The General Requirements and the standard Consulting Agreement contained in Request for Proposal 035349 should be considered indicative of the scope of work, the technical requirements and needs, and the commercial needs, of Manitoba Hydro with respect to Request for Proposal 035349 and the anticipated Work contemplated thereby. Proponents are invited to propose on any or all such matters.

It is anticipated that before award of a Contract, if any, negotiations in respect of matters contained in Request for Proposal 035349 and/or a proposal(s) will be required, and may be undertaken so as to establish the form and content of any such Contract, including, without limitation, the form and content of the General Requirements, Terms and Conditions of Payment, Contract Agreement and a Proponent's proposal, and any other matter(s) forming a part of the Contract. Manitoba Hydro has the sole unfettered discretion to award, or to not award, a Contract(s).

Manitoba Hydro reserves the right, in its sole unfettered discretion, to undertake negotiations with any, all, one, or no Proponent submitting a proposal in response to Request for Proposal 035349.

In respect of any negotiations, Manitoba Hydro shall have no duty or obligation to advise any other Proponent of any of the same, or to allow them to vary their proposal as a result of any of the same.

9 SIGNING OF PROPOSALS AND CONSORTIA/JOINT VENTURES

All Proponents are to execute the proposal disclosing the proper legal name of each separate legal entity involved, and the office of each individual signing on behalf of each such separate legal entity.

Proponents which involve a consortium of corporations or more than one separate legal entities such as a partnership or joint venture, are to identify their duly appointed leader in the proposal.

Where more than one legal entity combines to form a Proponent, all such entities shall be jointly and severally bound by the proposal submitted, and any resulting Contract(s) awarded.

A copy of a written agreement binding the legal entities involved in each proposal shall be provided to Manitoba Hydro upon request. If no such writing exists at the time of request, it may be necessary for such entities to document their arrangement to fulfill such requirement at any time, including after the time and date of closing for receipt of proposals and before or after an award of a Contract.

10 WITHDRAWAL/AMENDMENT OF PROPOSAL

A Proponent may withdraw or amend its proposal any time prior to, or after, the time and date of closing. Proponents are requested to provide Manitoba Hydro with written notice of withdrawal or amendment, as follows:

To the Attention of: Mr. Glenn W. Gray, Manager
Purchasing Department, Manitoba Hydro

If mailed: P.O. Box 1287
Winnipeg, Manitoba R3C 2Z1, Canada.

If Personal delivery: Mailroom, Ground Floor
360 Portage Avenue
Winnipeg, Manitoba, R3C 0G8, Canada

If Faxed: (204) 360-6130

11 CONTRACT

In the event of award of Contract, Manitoba Hydro will require the successful Proponent to execute a formal written agreement.

Appendix A is Manitoba Hydro's standard consulting agreement, which is Manitoba Hydro's preferred contract form. Manitoba Hydro is willing to discuss other contract agreements.

12 PROPONENT'S EXPENSES

The Proponent shall be responsible for all expenses concerning or related to the preparation of its proposal, including any subsequent discussions and/or negotiations.

13 PROPOSED PRICES

Proposed prices shall be stated in Canadian currency and shall include all customs duties, surcharges, insurance premiums, permit and licence fees, Workers Compensation and vacation pay assessments, and all other payroll benefits. Canadian Goods and Services Tax (GST) and Manitoba provincial retail sales tax (PST) shall be treated as specified in the Form of Proposal for each ITEM. All other applicable taxes shall be included and shall not be subject to any adjustment. No payment shall be made to the Contractor for sales tax (if any) which may be imposed by Canada or Manitoba.

Prices in the accepted proposal, if any, shall be firm and not subject to adjustment for changes or unexpected contingencies of any kind whatsoever, including without restricting the generality of the foregoing, changes in wages, material costs, or taxes which may in future be imposed by lawful authority within or outside of Canada.

14 CLARIFICATIONS/FURTHER INFORMATION

Manitoba Hydro may, in its sole unfettered discretion, request one or more Proponent to provide information or documentation clarifying any matter(s) contained in, or concerning, their proposal.

In respect of any clarifications, Manitoba Hydro shall have no duty or obligation to advise any other Proponent of any of the same, or to allow them to vary their proposal as a result of any of the same.

15 PRIVILEGE/DISCRETION

Notwithstanding any industry or trade custom or past practices of Manitoba Hydro to the contrary, Manitoba Hydro does not represent that it will necessarily, and Manitoba Hydro shall not be obliged to, accept any proposal, accept the lowest proposal, or be precluded from accepting any proposal or other offer further in respect of any proposal submitted. Manitoba Hydro reserves the right, and the Proponent acknowledges that Manitoba Hydro has the right, to reject any, or all, proposals, for any reason, or to accept any proposal which Manitoba Hydro in its sole unfettered discretion deems advantageous to itself.

Manitoba Hydro reserves the right in its sole unfettered discretion to accept, waive, or reject any non-compliance or irregularity, including, without limitation, the right to accept, waive, or reject non-compliance or irregularity with the proposal process and/or the requirements of Request for Proposal 035349.

16 EVIDENCE OF PROPONENT'S ABILITY, EXPERIENCE, CAPITAL AND PLANT

Manitoba Hydro may require the Proponent to furnish evidence, in addition to any provided by the Proponent in a proposal, satisfactory to Manitoba Hydro, that the Proponent has the ability, experience, capital and plant required to undertake and perform the Work successfully, and complete it within the time specified.

17 MANITOBA CONTENT

All things being reasonably equal, preference shall be given to proposals which maximize Manitoba content.

18 EVALUATION CRITERIA

Proposals received will be evaluated in accordance with the following criteria (in no particular order of preference):

- (a) Knowledge and experience in the area of DSM market potential studies, specifically where knowledge and experience is in both electric and natural gas markets and in working with combined electric/natural gas service providers.
- (b) Proposed methodology of the Work (technical capability, work plan, delivery schedule, approach, communications and consultation plan with all parties involved with the project).
- (c) Proposed prices.

- (d) Directly related experience and formal education of the proposed personnel along with specific tasks each will perform on the project.
- (e) Experience testifying at regulatory hearings.
- (f) Location and availability of key personnel.
- (g) Proposed work commencement and completion dates.
- (h) Quality and completeness of the proposal.
- (i) References.
- (j) Value added services.
- (k) Manitoba Content
- (l) Proposed alternatives, if any
- (m) Compatibility with the indicative scope of work, the technical requirements and needs, and the commercial needs, of Manitoba Hydro with respect to Request for Proposal 035349 and the anticipated Work contemplated thereby.

19 WAIVER

By submitting a proposal, the Proponent acknowledges Manitoba Hydro's rights under Request for Proposal 034328 and absolutely waives any right, or cause of action against Manitoba Hydro, its officers, directors, employees and/or agents by reason of Manitoba Hydro's failure to accept the proposal submitted by the Proponent, whether such right or cause of action arises in contract (including fundamental breach), negligence, bad faith, or otherwise.



GENERAL REQUIREMENTS

**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

GENERAL REQUIREMENTS

1 BACKGROUND

Manitoba Hydro, a provincial Crown Corporation, provides electric service to over 532,000 customers throughout Manitoba and natural gas service to over 264,000 customers in various communities in Manitoba. Manitoba Hydro generates, transmits, distributes and provides retail electric services, and provides distribution and retail natural gas services within the province of Manitoba. Manitoba Hydro also exports and imports electricity within three wholesale markets in Canada and the Midwestern United States.

Manitoba Hydro, a leader in energy efficiency, was recently recognized when Manitoba received an A-plus on the 2009 Canadian Energy Efficiency Alliance's (CEEAA) National Energy Efficiency Report Card. This was the fourth consecutive report card where Manitoba either led or was tied for first place in the national rating. Manitoba Hydro's Power Smart DSM initiative is designed to aggressively promote the efficient use of energy in the residential, commercial, institutional, agricultural and industrial customer sectors. More than 40 programs and initiatives have been offered over the last 19 years with 36 offerings included within our current portfolio.

As part of Manitoba Hydro's overall strategy to transform the Manitoba market, its staff sit on a number of provincial and national bodies to ensure that energy efficiency is incorporated into codes and regulations. Manitoba Hydro also sits on the CSA Strategic Steering Committee on Performance, Energy Efficiency and Renewables (SCOPEER) and funds the development of standards that improve the energy performance of equipment and serves as the basis for provincial and national codes and regulations.

1.1 ELECTRIC SERVICES

In 1991, Manitoba Hydro established its Power Smart Demand Side Management (DSM) initiative and created its first long range DSM plan. In the long range planning process, Power Smart DSM resource options are developed and included in the Corporation's Integrated Resource Planning process. The DSM resource options are designed to provide alternative cost-effective methods of power supply, to minimize the total cost of energy services to customers and to provide value-added services for customers.

In order to develop aggressive MW and GW.h savings projections, Manitoba Hydro undertook a summary review of the DSM market potential within its service territory in late 1999. In 2003, a second market potential study was undertaken that provided quantitative information about the maximum attainable DSM potential for electricity within the Manitoba Hydro service territory.

1.2 NATURAL GAS SERVICES

Manitoba Hydro acquired Centra Gas in 1999. In 2001, Manitoba Hydro introduced its first natural gas Power Smart offering to customers; and in 2004, the Power Smart Plan was adjusted to include natural gas savings projections.

Following the completion of the electric DSM market potential study in 2004, Manitoba Hydro undertook an internal study to identify the achievable natural gas conservation potential in Manitoba. The report was finalized in 2005 and used to develop targets for the 2005 Natural Gas Supplement to the 2004 Power Smart Plan. All Power Smart Plans now include integrated electric and natural gas DSM energy savings forecasts.

1.3 POWER SMART DSM PORTFOLIO

Manitoba Hydro reviews and prepares an integrated electric and natural gas Power Smart Plan on an annual basis. This allows Manitoba Hydro to adjust its strategies, increasing or decreasing its involvement in DSM to reflect corporate, economic and market situation changes. On an annual basis impact evaluations of DSM initiatives are also prepared to determine the energy savings and cost-effectiveness of the programs being offered.

The following table outlines Manitoba Hydro's current portfolio and the projected savings for each program in 2010/11, 2011/12 and 2012/13 from the 2010 Power Smart Plan. Internal Manitoba Hydro staff have been involved in the analysis, design and delivery of these programs and initiatives, thus extensive market information has been acquired and is available on the majority of these programs.

Manitoba Hydro RFP 035349

General Requirements - 3

	Launched	GW.h			m3 (000,000's)		
		2010/11	2011/12	2012/13	2010/11	2011/12	2012/13
RESIDENTIAL							
New Home Program	Feb-04	0.50	6.00	11.61	0.07	0.98	1.91
Home Insulation Program	May-04	4.73	9.00	12.81	1.25	2.46	3.63
Water and Energy Saver Program	Sep-10	4.30	9.87	16.78	0.36	0.80	1.32
Residential CFL Program	Sep-04	19.19	40.07	40.07	0.00	0.00	0.00
Lower Income Energy Efficiency Program	Dec-07	1.67	4.24	6.80	1.10	2.78	4.47
EE Light Fixtures	Oct-06	0.23	0.47	0.47	-	-	-
Fridge Recycling Program*	Spring-11	3.33	16.62	29.92	-	-	-
Residential Appliance Program (market effects)	Jun-06	1.10	2.09	3.19	0.03	0.06	0.09
Power Smart Residential Loan Program	Feb-01	0.64	1.28	1.92	0.50	1.00	1.50
Wisdom in Saving Energy (WISE) Home Program	Jun-01	-	-	-	-	-	-
Energy Saver Presentations	Jan-02	-	-	-	-	-	-
New Home Program Workshop	Jan-02	-	-	-	-	-	-
ecoEnergy	Mar-01	-	-	-	-	-	-
Residential Earth Power Program	Apr-02	1.64	3.40	5.30	0.22	0.45	0.70
Solar Water Heaters	Nov-08	0.05	0.05	0.05	n/a	n/a	n/a
COMMERCIAL							
Commercial Lighting Program	Apr-92	28.65	52.42	73.48	-	-	-
Commercial Custom Measures Program	Dec-95	0.57	1.14	1.71	0.06	0.12	0.19
Commercial Windows Program	Dec-95	2.49	4.21	5.92	0.35	0.60	0.85
Commercial HVAC Program - Chiller	Sep-03	0.97	1.91	2.81	-	-	-
Commercial Parking Lot Controller Program	Dec-95	0.38	0.38	0.38	-	-	-
City of Winnipeg Power Smart Agreement	Sep-02	0.23	0.46	0.46	-	-	-
Commercial Refrigeration Program	Apr-06	1.35	2.84	4.53	-	-	-
Commercial Insulation Program	Dec-95	3.23	6.43	9.61	1.40	2.80	4.21
Commercial Earth Power Program	Dec-95	2.24	4.49	6.82	n/a	n/a	n/a
Commercial New Construction Program	Apr-09	3.34	7.24	13.37	0.22	0.47	0.87
Commercial Building Optimization Program	Apr-06	0.66	1.42	2.73	0.14	0.31	0.60
Internal Retrofit Program	Jul-95	4.49	19.11	22.20	-	-	-
Agricultural Heat Pad Program	Apr-98	0.70	1.01	1.15	-	-	-
Power Smart Energy Manager Program	Nov-08	0.00	0.72	1.44	0.00	0.04	0.09
Commercial Kitchen Appliance Program	Jan-08	0.20	0.44	0.73	0.03	0.07	0.12
Commercial Clothes Washers Program	Jul-08	0.13	0.26	0.41	0.01	0.02	0.03
Network Energy Management Program	May-08	3.12	6.31	9.53	-	-	-
Power Smart Shops	Feb-09	0.35	0.72	1.10	0.02	0.04	0.06
CO2 Sensors	Apr-09	0.03	0.07	0.12	0.04	0.09	0.15
Commercial Boiler Program	Sep-03	-	-	-	0.96	2.27	3.55
Commercial Rinse & Save Program (market effects)	Jul-06	0.18	0.37	0.55	0.08	0.16	0.24
Religious Buildings Initiative	May-01	-	-	-	-	-	-
Power Smart Recreation Facility Survey	May-98	-	-	-	-	-	-
Power Smart Design Standards	Sep-08	-	-	-	-	-	-
INDUSTRIAL							
Performance Optimization Program	Jun-93	12.90	25.80	38.70	-	-	-
Emergency Preparedness Program*	TBD	0.00	1.50	6.00	-	-	-
Industrial Natural Gas Optimization Program	Sep-06	-	-	-	1.60	3.20	4.80
Curtailable Rate Program	Nov-93	-	-	-	-	-	-
Bioenergy Optimization Program	Mar-06	69.56	73.38	87.94	0.03	0.03	1.75
GRAND TOTAL		173.16	305.70	420.61	8.45	18.77	31.12

*Not yet launched

The following table outlines the programs that Manitoba Hydro previously offered in its portfolio which have now been completed. Programs ended for a variety of reasons such as the enactment of codes and regulations, transformation of the market, or complete conversion of the market (e.g. streetlight conversion).

COMPLETED PROGRAMS	Launch Date	End Date
RESIDENTIAL		
Outdoor Timer	Oct-89	Mar-94
Refrigerator/Freezer Buy-Back Pilot	1991/92	1991/92
Residential Showerhead Pilot	1991/92	1995/96
EE Water Tank 'No Worry Plan'	Nov-96	1999/00
Seasonal LED Lighting	Nov-05	Nov-08
Programmable Thermostat Pilot	Oct-06	Mar-08
Energy Efficient Appliances	Jun-06	Mar-09
HE Furnace/Boiler	Nov-05	Dec-09
R-2000 Home Program*	Feb-02	2003/04
ecoENERGY (formerly EnerGuide)	Mar-01	Mar-10
COMMERCIAL		
Roadway Lighting	Apr-91	1994/95
Sentinel Lighting Conversion	Apr-91	1993/94
Commercial Showerhead Pilot	1991/92	1991/92
Infrared Heat Lamps	1991/92	1991/92
Agricultural Demand Controller	Jul-92	1993/94
Livestock Waterer	Oct-94	1996/97
Commercial Construction- Air Barrier Component	Dec-95	2005/06
Commercial Construction- Air Conditioning Component	Dec-95	2005/06
Agricultural Heat Pads	Apr-98	Mar-10
Parking Lot Controllers	Dec-95	Mar-10
Rinse & Save	Jul-96	Feb-10
Power Smart Energy Manager - Pilot	Sep-01	2004/05
INDUSTRIAL		
High Efficiency Motor	Sep-91	1997/98

Since the completion of both the 2004 electric and 2005 natural gas studies, Manitoba Hydro has continued with an aggressive DSM market intervention strategy. As such, it is now an appropriate time to revisit the Corporation's understanding of the achievable DSM opportunities remaining within the Manitoba market and realign its focus and efforts to ensure continued DSM success.

2 STUDY OBJECTIVE

In October 2011, Manitoba Hydro will begin the process of creating the Corporation's 2012 Power Smart Plan. To aid in the development of the DSM targets, Manitoba Hydro wishes to update its estimates of technical, economic and market attainable savings potential by performing a quantitative assessment of existing technologies and the potential for energy efficient technologies (existing and emerging). Manitoba Hydro is seeking a consultant to undertake a comprehensive and quantitative review of the Manitoba Hydro service territory to determine the maximum market attainable DSM potential for electricity and natural gas for the period of 2012 to 2031, using 2011 as the reference year. This potential will be based on Manitoba Hydro's extensive and detailed information available on the Manitoba market and each program and/or technology.

Manitoba Hydro has an established system in place for evaluating the cost effectiveness of DSM technologies and initiatives based upon:

- (a) Marginal Resource Cost (MRC) Test,
- (b) Total Resource Cost (TRC) Test,
- (c) Levelized Utility Cost (LUC),
- (d) Rate Impact Measure (RIM) Test,
- (e) Participating Customer (PC) Test, and
- (f) Customer Payback.

Maximum achievable energy savings estimates for the next 20 years are required for all markets; residential, commercial, institutional, agricultural and industrial. In order to determine estimates of maximum attainable potential, economic and market opportunities and barriers should be considered (including Federal Government initiatives) and the utility involvement that would be required to achieve this maximum attainable potential should be specifically defined.

Based upon the introduction of new and emerging technologies, the market review should include an examination of existing energy efficient technologies and those technologies that may be “on the horizon” and potentially viable for Manitoba Hydro customers when determining the maximum market attainable potential.

The outcome of this project will be the design, delivery and reporting of a maximum market attainable potential study for Manitoba Hydro’s service area for the period of 2012 to 2031, using 2011 as the reference year. Under this study, three distinct questions must be addressed:

- i) What is the technical potential for reducing electricity and natural gas use for the years 2012 to 2031 for the Manitoba Hydro service area, highlighting activity for 2012 and each subsequent 5 year period?
- ii) What is the economic potential for reducing electricity and natural gas use for the years 2012 to 2031 based upon various Levelized Utility Cost thresholds for the Manitoba Hydro service area, highlighting activity for 2012 and each subsequent 5 year period?
- iii) What is the maximum market attainable DSM potential for electricity for Manitoba Hydro for the years 2012 to 2031, highlighting activity for 2012 and each subsequent 5 year period?

3 SCOPE OF WORK

As directed by Manitoba Hydro’s Power Smart Planning, Evaluation and Research Department and with the support of Manitoba Hydro’s human and database resources, the Consultant is to provide qualified technical and market consulting expertise to develop and define the maximum attainable market

potential for energy efficient technologies in Manitoba, for the period of 2012 to 2031, using 2011 as the reference year.

The following tasks are expected, along with a preliminary report and a final report of its findings and recommendations.

- (a) Using Manitoba Hydro's extensive knowledge of the market, undertake a comprehensive review and study of the DSM market in Manitoba Hydro's service territory to determine the technical potential in all market segments (residential, commercial, agricultural, and industrial) for the period of 2012 to 2031.
- (b) Using four Levelized Utility Cost thresholds for electric DSM (two distinct levels each with a separate summer and winter value) and one Levelized Utility Cost threshold for natural gas DSM, assess the economic DSM potential for electricity and natural gas within Manitoba Hydro's service territory for all customer sectors. The Total Resource Cost Test, Rate Impact Measure Test and Customer Payback will be used as secondary economic indicators in the analysis.
- (c) Estimate the maximum attainable DSM market potential for electricity and natural gas for a utility program offered within Manitoba Hydro's service territory. This estimate shall be developed working within market constraints and recognizing the role of trade allies, retailers, distributors, customer acceptance and adoption curves. This scenario assumes a high level of utility commitment and involvement in the Manitoba marketplace through the aggressive pursuit of DSM savings by Manitoba Hydro.

For electricity, the attainable potential outlined should identify potential kW.h savings/year and kW savings at Manitoba Hydro's system peak by market segment (residential, commercial, agricultural and industrial). For natural gas, the attainable potential should identify potential cubic metre savings/year by market segment.

The study should also outline the potential savings for the various technology opportunities and sectors within each segment, prioritized based upon the greatest maximum attainable market potential. For example, technology opportunities would include lighting, HVAC, equipment, etc.; sectors in the commercial segment may include hotels, grocery stores, offices, etc.; sectors in the industrial segment may include mining, manufacturing, etc.; sectors within the agricultural segment may include hog production, grain production, etc.; and sectors within the residential segment may be based upon geographic location, target communities, etc..

- (d) Create a reference case for all market intervention to estimate what is attainable under a “Basic Customer Services & Standards” scenario for the period of 2012 to 2031. This scenario incorporates foreseeable energy efficiency improvements as a result of efficiency standards and codes in Manitoba’s marketplace without any active promotion or involvement by Manitoba Hydro. Under this scenario, no further DSM program activity (e.g. incentives) would be carried out, but there would be a continuation of customer information and service offerings, and continued development and guidance of energy efficiency standards in Manitoba and Canada.
- (e) The Consultant should provide two estimates; one for an electric DSM potential study only and one for an electric and natural gas DSM potential study. Under both study options, energy interactive effects must be recognized.

Since Manitoba Hydro has been involved in DSM and energy efficiency in Manitoba since 1991, program staff are very knowledgeable about the state of the market and thus will be able to provide insight and assistance in determining the market potential in Manitoba. Manitoba Hydro also has existing information sources that are available for review by the Consultant which will dramatically reduce the amount of work required in undertaking this project. The following outlines some examples of information and reports that are available. Manitoba Hydro’s DSM Long Range Plans for the years of 1992/93 through to and including 2010/11 outline the DSM strategies undertaken and the forecasted energy and savings for DSM programs and initiatives. Results from the 2009 Residential Customer Energy Use Survey provides detailed information about electricity and natural gas usage in Manitoba. The Manitoba Hydro End Use Load Forecast provides a forecast of the domestic natural gas and electric energy and demand usage. The Manitoba Hydro Customer Information Database provides historical natural gas and electrical energy and demand consumption. Program impact evaluation reports and memos for current and past Power Smart programs and the Power Smart Annual Reviews for the years 1991/92 through to and including 2009/10 fiscal year outline the energy and demand savings achieved by Manitoba Hydro’s programs and initiatives.

NOTE: The Consultant may be required to formally present its findings to Manitoba Hydro’s senior management and Executive Committee.

The Work may be subject to review by the Public Utilities Board and/or other parties. Manitoba Hydro may request that the Consultant testify at a Public Utilities Board hearing regarding the results of the Work. The Consultant should provide an hourly rate to testify before the Public Utility Board.

4 WORK SCHEDULE

Manitoba Hydro expects the Work will be completed before December 1, 2011.

In carrying out the Work, the Contractor shall have reasonable latitude to organize the sequence of the Work, provided that the various stages of the Work are completed by the specified date(s) or the date(s) proposed by the Successful Proponent and accepted by Manitoba Hydro.



TERMS AND CONDITIONS OF PAYMENT

**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

TERMS AND CONDITIONS OF PAYMENT

Subject always to satisfactory performance of the Work by the Contractor in accordance with the Contract, the Purchaser shall pay the Contractor the cost of the Work and all services of the Contractor in connection therewith, in Canadian currency, as follows:

1 Major Payment

The Proposal should include a proposed schedule of milestone payments Work shall be paid 30 days after the date of the Contractor's invoice following the completion of the Work for each milestone.

END OF TERMS AND CONDITIONS OF PAYMENT



FORM OF PROPOSAL

**INSTRUCTIONS ON HOW TO ELECTRONICALLY COMPLETE
THE FORM OF PROPOSAL PAGES (PLEASE PRINT THIS PAGE
AS A GUIDE)**

Important: Macro Security level to Medium

1. To see all the gray shaded fields to be completed, you must have **Field shading** on **Always** by selecting the **Tools** menu, then the **Options** submenu, selecting the **View** tab and then selecting **Always** in the drop down menu just beneath **Field shading**. Click **OK**.
2. To navigate between gray shaded fields, press the **Tab** (or **Down Arrow**) key, **Shift+Tab** or **Page Down** button. Alternatively, you can go directly to the desired field with your mouse. Use the **Ctrl+Tab** keys to insert tabs within a field or column.
3. **Before you begin completing this Form of Proposal electronically, save this document under another filename.** The first field to be completed in the Form of **Proposal** is **your full legal company name**. When you print your completed Form of **Proposal**, your full legal company name will print automatically inside the header of every Form of **Proposal** page.
4. All Proponent's typed prices, data and information are pre-formatted in **Courier** font to distinguish them from Manitoba Hydro's fixed text.
5. Certain fields have been limited to a maximum number of rows or characters that you can type. If the space provided is insufficient, open the document titled "Additional Form of Proposal doc" provided. The additional Form of Proposal pages may completed electronically and when printed, be **inserted** immediately after the associated Form of Proposal page and should be numbered alphanumerically, e.g., Form of Proposal Page # **14, Additional Form of Proposal Page #14A, 14B**, etc.
6. Certain fields without drop-down selection features require the date to be typed in as Month/Day/Year in full, e.g., April 5, 2010. For checkboxes, click inside the YES or NO to check OR uncheck the desired box.
7. After you are satisfied with your electronic completion of the Form of Proposal, save the document and print the Form of Proposal pages. Sign the form manually before submitting it.

NOTE: Text search should be done on the Acrobat .pdf document provided.

Manitoba Hydro RFP 035349

Form of Proposal - 1

Printed:

**PROVISION OF DEMAND SIDE MANAGEMENT
MARKET POTENTIAL STUDY
REQUEST FOR PROPOSAL 035349**

FORM OF PROPOSAL 035349

Mr. Glenn W. Gray, Manager
Purchasing Department
Manitoba Hydro
2nd Floor - 360 Portage Avenue
Winnipeg, Manitoba R3C 0G8
Canada

COMPANY INFORMATION

This proposal is submitted by: _____
(legal company name)

hereinafter called the "Proponent", a company duly incorporated under the laws of:

_____ having its head office at: _____
(number, street)

_____ (city/town, province/state, postal/zip code, country)

() - () -
_____ (telephone) (FAX number)

The Proponent's principal office dealing with this Form of Proposal is at:

_____ (number, street)

_____ (city/town, province/state, postal/zip code, country)

() - () -
_____ (telephone) (FAX number)

Manitoba Hydro RFP 035349

Form of Proposal - 2

Printed:

THE WORK

For the supply of the Work as required for the provision of a demand side management market potential study, all in accordance with Manitoba Hydro Request for Proposal 035349, the lump sum price of:

Electric DSM potential study only (recognizing energy interactive effects)
.....\$_____ (Cdn)

Electric and natural gas DSM potential study (recognizing energy interactive effects)
.....\$_____ (Cdn)

(GST) is not included in the proposed price, and shall be shown as "extra" on each invoice. Manitoba Provincial Sales Tax (PST) required on inputs to the Work and all other relevant taxes are included in the proposed price. PST shall not be invoiced as "extra" on invoices.

The Proponent is asked to attach a breakdown of the above lump sum prices which at minimum, includes:

- (a) Tasks with schedule:
- (b) Individuals performing tasks and their respective hourly rate:
- (c) Estimated hours per task:
- (d) Payment milestones:

Hourly rate for appearance of required personnel at Public Utilities Board hearing(s), if requested by Manitoba Hydro
.....\$_____ (per hour) (Cdn)

PROPOSED PERSONNEL PREVIOUS EXPERIENCE AND FORMAL EDUCATION

Directly related experience and formal education of the proposed personnel along with specific tasks each will perform on the project:

Attach resume for each personnel

REGULATORY HEARING EXPERIENCE

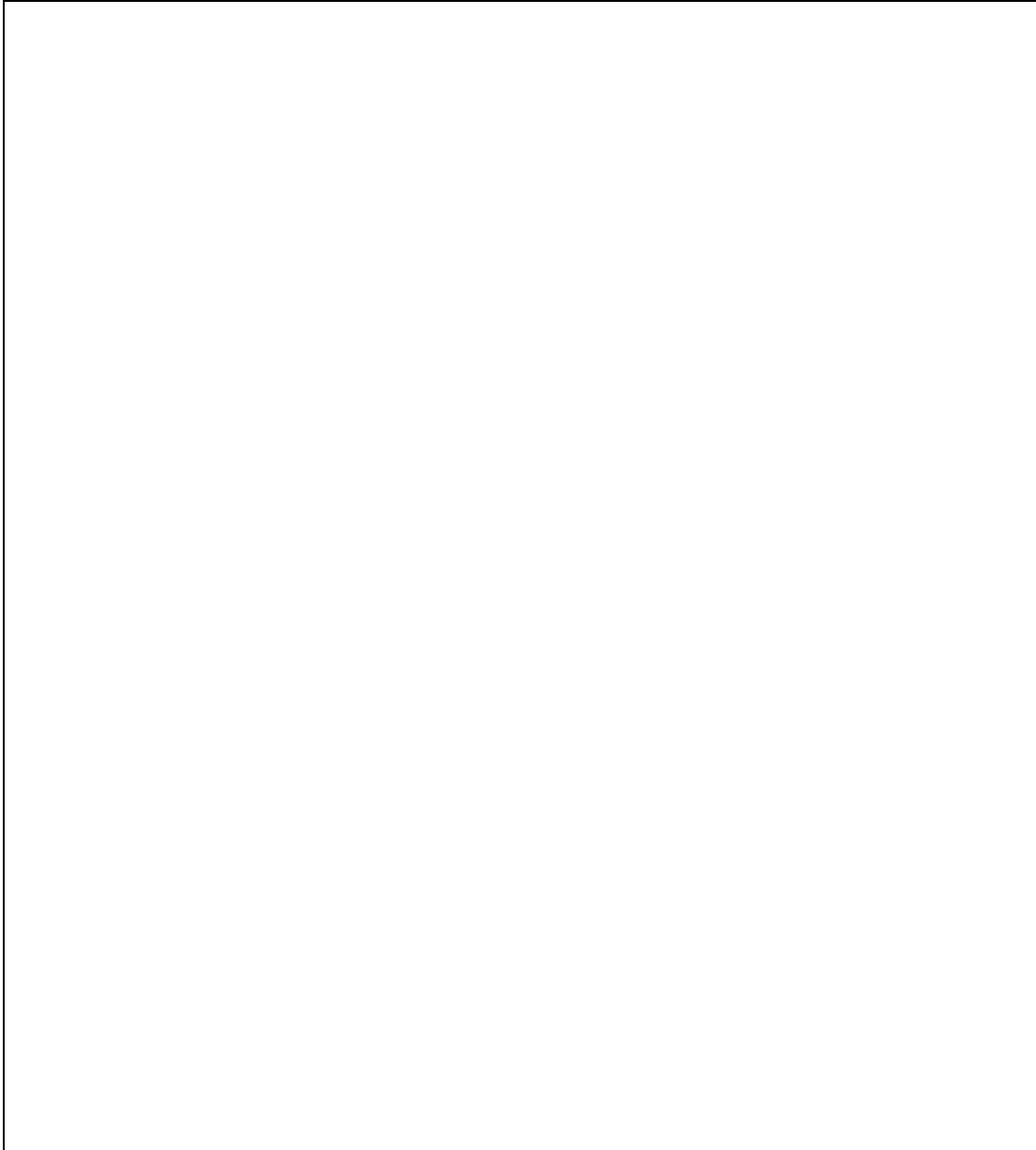
The following are particulars of the Proponent's experience testifying at regulatory hearings:

VALUE ADDED SERVICES

The following are particulars of the Proponent's value added services:

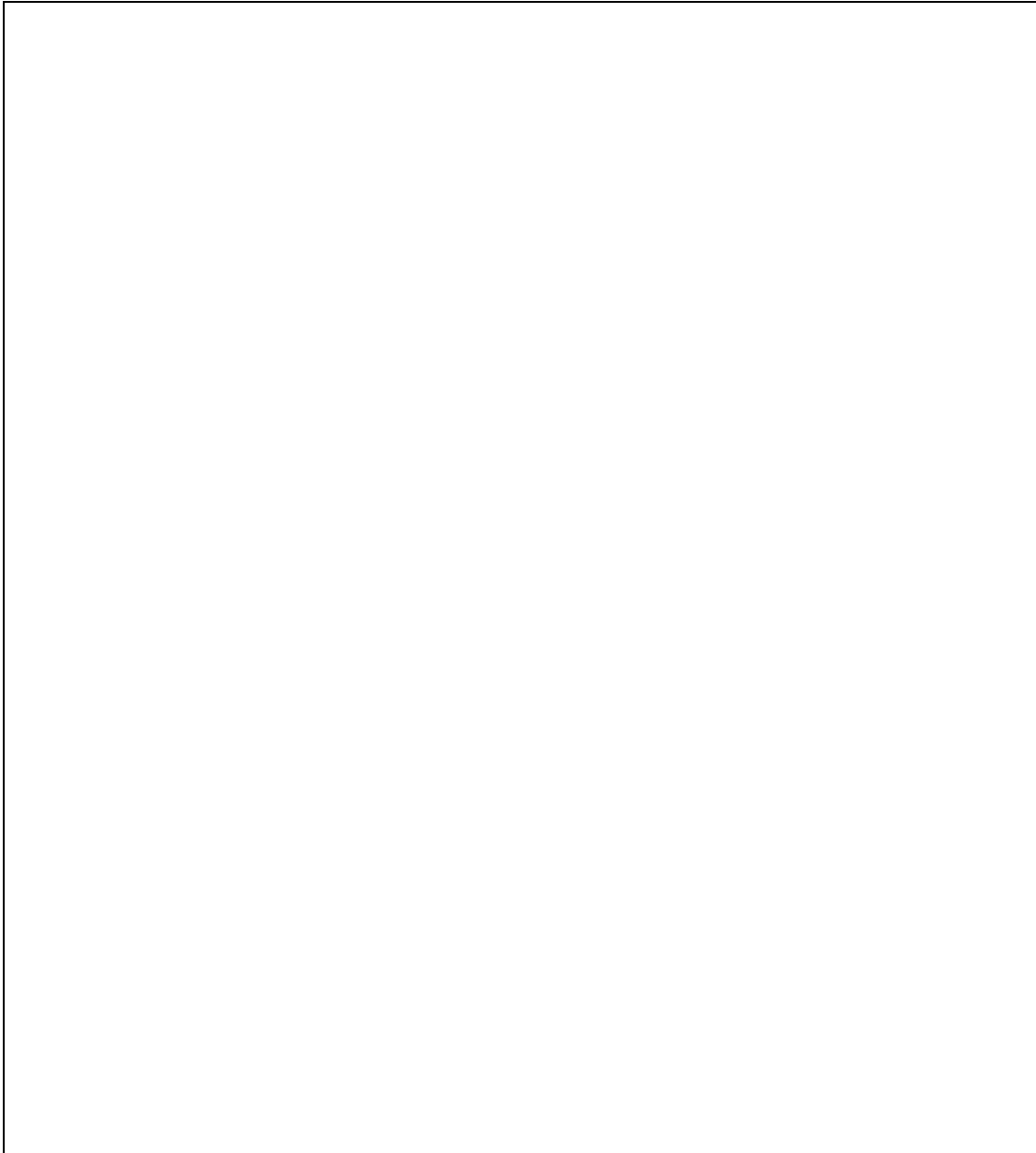
ALTERNATIVES

The following is a list of all the Proponent's proposed alternatives to the Work:

A large, empty rectangular box with a thin black border, occupying the majority of the page below the introductory text. It is intended for the proponent to list their proposed alternatives to the work.

PROPOSED METHODOLOGY OF THE WORK

The following is a list of the Proponent's proposed methodology of the Work:



Manitoba Hydro RFP 035349

Form of Proposal - 8

Printed:

WORK SCHEDULE

With reference to the WORK SCHEDULE Section of the General Requirements, the Proponent can complete the various portions of the Work on the specified date(s):

YES NO

If no, provide details below:

NOTE: Provide schedule for completion of work.

Manitoba Hydro RFP 035349

Form of Proposal - 9

Printed:

PREVIOUS EXPERIENCE

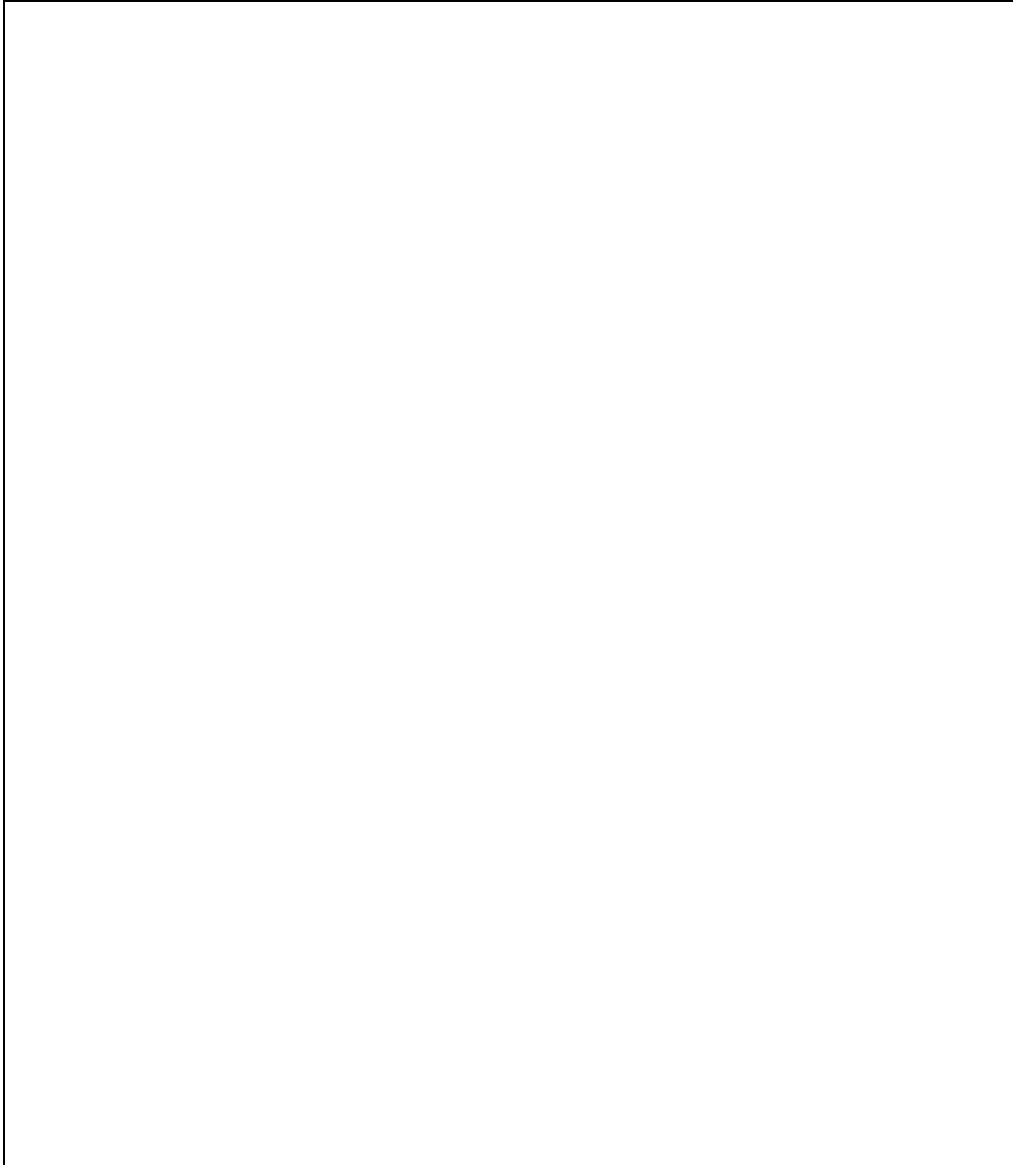
The following is a list of work that the Proponent has previously performed which is similar to that described in Request for Proposal 035349.

Description	Date	Firm's Name, Contact's Name, Phone Number & E-mail Address

NOTE: The Purchaser reserves the right to contact the persons listed on this page of the Form of Proposal.

MANITOBA CONTENT

The following are the details of Manitoba Content in the Work:

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Manitoba Hydro RFP 035349

Form of Proposal - 11

Printed:

PROPONENT'S TECHNICAL AND NON-TECHNICAL CONTACT PERSONS

All enquiries concerning the technical aspects of this proposal should be directed to:

(please print name and title of Proponent's Representative)

whose telephone number: () -

FAX number is: () -

Internet e-mail address is: @ .

and World Wide Web is: http://www. .

All enquiries concerning the non-technical aspects of this proposal should be directed to:

(please print name and title of Proponent's Representative)

whose telephone number: () -

FAX number is: () -

Internet e-mail address is: @ .

and World Wide Web is: http://www. .

Manitoba Hydro RFP 035349

Form of Proposal - 12

Printed:

SIGNING PAGE

The words used in this Proposal have the meanings ascribed to them in Manitoba Hydro's Request for Proposal 035349.

We/I the undersigned, having examined all of Request for Proposal 035349 together with all addenda issued prior to close of proposals, and having attended all mandatory meetings and mandatory site visits (if required), hereby submit this proposal with all necessary enclosures, and hereby offer to enter into a contract to do all the work that is set out, described, or called for in Manitoba Hydro Request for Proposal 035349 upon and subject to the terms and conditions set forth therein.

If the Purchaser awards a Purchase Order to the Proponent based on this proposal, it shall constitute and be an acceptance of all or any stated portion of this proposal without further communication with, or notice to, the Proponent.

Dated at _____ this _____ day of _____, 2011

Witness

Proponent's Signature and Corporate
Seal (if applicable)

Name

Name

Print Name in Full Under Each Signature



Appendix A
CONSULTING AGREEMENT

THIS AGREEMENT effective as of MONTH XX, 2010.

BETWEEN:

MANITOBA HYDRO

of the first part,

- and -

XXXXXXXXXXXX

of the second part.

ARTICLE 1 – INTERPRETATION

1.1 In this Agreement, unless the content or subject matter indicates otherwise, the following terms shall have the following meanings:

“Affiliate” means any Person Controlled (as that term is defined in the following sentence) by, Controlling, and/or under common Control with, a Person. “Control” means the ownership, directly or indirectly, of greater than ten percent (10%) of the voting securities of the Person in respect of which such determination is being made (a “First Person”) or the power to direct or cause the direction of the management and operating policies of the First Person and includes a limited partnership if that First Person is the general partner of the limited partnership.

“Agreement” means this agreement, Appendix “A”, and the Purchase Order; and it is mutually agreed that each of the said documents forming part of the Agreement are incorporated by reference herein with the same effect as if at length set forth herein. All the terms, conditions, provisions and requirements of this agreement, Appendix “A”, and the Purchase Order, shall apply to and have effect in connection with this Agreement provided, that in the event of any inconsistency between the said documents, the order of application of same for the purpose of the interpretation and application of the Agreement shall be as follows:

- i) this agreement;
- ii) Appendix “A”
- iii) the Purchase Order.

All of the terms, conditions, provisions and requirements of the documents referred to above shall apply to and have effect in connection with the Agreement as if the said documents and the Agreement were contained in the one instrument.

“Business Day” means 08:00 hours to 16:30 hours of any day other than Saturday, Sunday or any statutory or civic holiday observed in the Province of Manitoba.

“Confidential Information” means any and all property, material, and information, regardless of form, format or medium, of or concerning Hydro which has or shall come into the possession or knowledge of the Contractor, including without limitation, Services Product, personal property, real property, know-how, data, patents, copyrights, trade secrets, processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever.

“Contractor” means XXX

“Effective Date” means the day and date first written above.

“Force Majeure” has the meaning given in Section 13.3 hereof.

“Hydro” means Manitoba Hydro.

“Person” means an individual, body corporate, firm, partnership, limited partnership, joint venture, legal representative or other legal entity and, if applicable, includes Hydro or Contractor, as the case may be.

“Project” means any existing, future, proposed, or planned activity, undertaking, work, or project, that concerns, relates to, or involves, directly or indirectly, Hydro and/or Hydro Affiliates.

“Proposal” means the Contractor’s proposal attached hereto as Appendix “A”, as accepted by Hydro.

“Purchase Order” means Manitoba Hydro purchase order number [REDACTED] and all purchase order change orders (for interpretation purposes, beginning in reverse order of numerical sequence with the most recent purchase order change order and ending with the Purchase Order).

“Services” means all various work, services, activities, and things to be done, executed, provided, delivered and/or performed by the Contractor, including all personnel, labour, equipment, apparatus, machinery, and materials to be furnished and/or supplied by the Contractor, required and otherwise necessary in the performance of the Contractor’s obligations in respect of Appendix “A”, and otherwise necessary in the performance of the Contractor’s obligations under or arising out of this Agreement.

“**Services Product**” has the meaning given in Section 9.1 hereof.

“**Term**” has the meaning given in Section 2.1 hereof.

1.2 Attached to and forming an integral part of this Agreement are the following appendices:

“Appendix “A”

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

1.3 For the purposes of this Agreement, except as may be otherwise expressly stated:

- (a) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection, Appendix, or other subdivision;
- (b) the word “including” or “includes” is not limiting whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto;
- (c) the division of this Agreement into Articles, Sections, Subsections, Appendices or other subdivisions and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement;
- (d) words in the singular include the plural and vice versa. Words importing gender include the masculine, feminine and neuter genders;
- (e) any consent, approval or waiver contemplated by this Agreement must be in writing and signed by the party against whom its enforcement is sought, and may be given or withheld in the sole and unfettered discretion of the party from whom it is requested, unless otherwise expressly stated;
- (f) this Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or Federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement may be resident of or domiciled in any other province or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen’s Bench of Manitoba, Winnipeg Centre; and
- (g) references to dollars or “\$” means Canadian dollars.

ARTICLE 2 – TERM AND SCOPE

- 2.1 The term of this Agreement shall commence as at the Effective Date and shall, subject to any extension or earlier termination made in accordance with this Agreement, continue in force and effect until [REDACTED], (the “Term”).
- 2.2 Nothing in this Agreement prevents Hydro from contracting with any other Person for any work or services whatsoever, including, without limitation, work or services similar or identical to the Services.

ARTICLE 3 – OBLIGATIONS

- 3.1 The Contractor shall:
- (a) perform the Services, all in accordance with this Agreement;
 - (b) perform the Services and all obligations hereunder in a timely manner;
 - (c) perform the Services and all obligations hereunder in a good and workmanlike and professional manner;
 - (d) use due care in the performance of the Services and its obligations hereunder to ensure that no person is injured or killed, no property is damaged or lost, and no rights are infringed;
 - (e) provide written reports (in addition to any that may be specified in Appendix “A”) with respect to the Services upon Hydro's request;
 - (f) not employ or engage any subcontractor without the prior consent of Hydro, provided further that any approval or denial of approval as the case may be, by Hydro of any such subcontractor shall not relieve the Contractor of any liability or its obligation under or in respect of this Agreement;
 - (g) comply with all reasonable directions and requests made by Hydro with respect to the Services and this Agreement;
 - (h) comply with all applicable federal, provincial, municipal, state, or other laws, by-laws, and regulations;
 - (i) comply with applicable Hydro corporate policies and procedures which have been provided by Hydro to the Contractor;

- (j) ensure that all contracts between the Contractor and any subcontractor(s) are assignable by the Contractor to Hydro, and are assigned, on notice of demand of same at Hydro's discretion;
- (k) if Hydro so requests, the Contractor shall furnish Hydro with duplicate copies of all contracts placed by Contractor with subcontractors;
- (l) immediately deliver a record of all Services Product upon the expiry or termination of this Agreement or at the completion of the applicable Services, and, as the case may be from time to time, upon demand from Hydro;
- (m) so far as reasonably practicable ensure that Services Product contains no virus, ware, code, or other attribute that may harm the performance, integrity, or accessibility of Services Product and any Hydro property; and
- (n) in addition to any requirement set forth in Appendix "A", deliver to Hydro any and all Services Product immediately upon Hydro's request.

ARTICLE 4 – CONFLICT OF INTEREST

- 4.1 The Contractor represents and warrants that the Contractor, and any of its directors, officers, employees, Affiliates, and subcontractors, has and shall continue to have, no financial, or other interest in Hydro, or with respect to Services, or any Project(s), that may be detrimental to Hydro, Hydro's Affiliates, the Services, Projects, or any Person(s) described in this Subsection 4.1 hereof, performance of the Services. The Contractor shall provide notice to Hydro of any actual, potential, or apparent conflict of interest immediately upon awareness of same.
- 4.2 The Contractor, and any officers, employees, agents, or subcontractors of Contractor, shall not provide work or services to any other Person, or otherwise act, in a manner which may interfere, hinder, delay, or otherwise conflict with the proper performance of the Services or the Contractor 's obligations under this Agreement.

ARTICLE 5 –INVOICING

- 5.1 In respect of Services performed by the Contractor, compensation (plus applicable taxes) shall be calculated using the applicable rates, fees, charges, and costs set out in, and in accordance with, Appendix "A" attached hereto.
- 5.2 The Contractor shall provide separate itemized invoices with respect to the Services to Hydro on a monthly basis cross-referencing, on the face of any

invoice, the Purchase Order number. All invoices shall be satisfactory to Hydro in both form and content, and the Contractor shall deliver to Hydro such supporting documents, vouchers, statements and receipts as may be requested by Hydro. All applicable taxes payable pursuant to any invoice shall be shown as separate line items on an invoice.

- 5.3 Hydro shall pay the Contractor all undisputed compensation due within 30 days after the receipt by Hydro of an invoice from the Contractor and accompanied with all supporting materials required pursuant to Section 5.2 hereof .
- 5.4 The Contractor may charge interest on overdue accounts, including the disputed portion of an invoice withheld which is subsequently found to have been properly due and payable, at an annual rate of interest of 1.5% above the prime rate of lending as established by the Royal Bank of Canada, in effect at the time such amount initially became due, calculated and payable monthly.

ARTICLE 6 – REIMBURSABLE EXPENSES

- 6.1 If and when pre-authorized by Hydro, reasonable costs pertaining to transportation, travel, meals, and accommodations for travel, will be reimbursed by Hydro to Contractor at actual cost upon receipt of an invoice and satisfactory supporting receipts, in accordance with Sections 5.2 and 5.3 hereof.

ARTICLE 7 – CONFIDENTIALITY

- 7.1 The Contractor shall:
- (a) keep the Confidential Information confidential and shall not, without the prior written consent of Hydro, disclose or otherwise make available any Confidential Information to any other Person, except to such directors, officers, and employees of the Contractor who have a need to access Confidential Information to perform their obligations to the Contractor;
 - (b) cause all applicable Persons to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or any such Person;
 - (c) not use Confidential Information for any purpose other than in connection with the Services, or in any way that may be detrimental to Hydro;
 - (d) deliver Confidential Information to Hydro immediately on demand from Hydro; and

- (e) on demand from Hydro, certify in writing to Hydro within ten (10) days of such demand that Confidential Information has been erased or destroyed.

7.2 For the purposes of Section 7.1(a) hereof only, Confidential Information shall not include:

- (a) information that was generally known or becomes generally known to the public through no fault of the Contractor or Person for whom the Contractor is responsible;
- (b) information that was specifically known to the Contractor before disclosure by Hydro and was not subject to a confidentiality obligation;
- (c) information that is from a source other than Hydro so long as such source was not subject to a confidentiality obligation; and
- (d) information that is subpoenaed, ordered, or required to be disclosed or made public, by a regulatory or judicial authority.

7.3 Notwithstanding Section 7.2 hereof, the Contractor shall:

- (a) secure Confidential Information (including, without limitation, securing any property used to store, access, or use, Confidential Information) against unauthorized or accidental access, damage, disclosure, or attack; and
- (b) provide notice to Hydro immediately upon the discovery of any matter described in Section 7.3(a) hereof, or of any threat or attempt thereof.

7.4 The Contractor acknowledges that any failure to comply with the provisions of Article 7 hereof, shall cause irreparable harm to Hydro which cannot be adequately compensated for in damages, and accordingly acknowledges that Hydro shall be entitled, in addition to any other remedies available to it, interlocutory and permanent injunction relief to restrain any anticipated, present, or continuing breach of this Agreement.

7.5 The Contractor's obligations pursuant to Article 7 hereof shall continue without limitation of time.

ARTICLE 8 - NO TRANSFER OF TITLE

8.1 Nothing in this Agreement shall be construed as granting to the Contractor, whether expressly or by implication, estoppel, or otherwise, any right, title, interest, or license, in or to any property of Hydro.

ARTICLE 9 - SERVICES PRODUCT

- 9.1 All products of, or resulting from, the Services, regardless of form, format, or medium, including, without limitation, information, know-how, drawings, designs, reports, products, processes, documents, research notes, data, photographs, maps, materials, work in progress, and/or other tangible or intangible property, and all intellectual property rights thereto, (collectively "Services Product"), shall become and shall be the exclusive property of Hydro immediately upon creation. Contractor hereby waives any and all moral rights to any and all Services Product, or will and shall obtain any required waiver of all moral rights for any Services Product.
- 9.2 In the event Services Product is materially altered by Hydro, Hydro agrees to indemnify and hold the Contractor harmless from claims brought against the Contractor that are caused by Hydro's negligence in respect of such alteration.

ARTICLE 10 – USE OF HYDRO PREMISES

- 10.1 When using the premises of Hydro, or any Hydro worksite, Contractor, and all officers, employees and subcontractors of Contractor, shall comply with all of Hydro's corporate safety and security policies.

ARTICLE 11 – LIABILITY AND INDEMNIFICATION

- 11.1 The Contractor shall indemnify and save Hydro and its directors, officers, and employees, harmless from and against any and all manners of action, causes of action, losses, costs, damages, expenses, suits, claims, liabilities, debts, and demands which Hydro may suffer or be put to, or which may be brought or claimed/made against Hydro, arising out of Contractor's breach of this Agreement, or the negligence or willful misconduct of the Contractor or its officers, employees, subcontractors (through every tier), and agents.
- 11.2 Notwithstanding any other term or condition of this Agreement, neither party shall have any liability to the other party for any indirect, incidental, or consequential damages.
- 11.3 Nothing in this Agreement, including without limitation Article 11 hereof, shall be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

ARTICLE 12 – INSURANCE

- 12.1 Contractor shall maintain comprehensive general liability insurance in the minimum amount of two million (\$2,000,000.00) dollars inclusive, per occurrence, for bodily injury, death, and damage to property including loss of use thereof. The said comprehensive general liability insurance shall include coverage for premises property and operations, products and completed operations, blanket contractual liability, cross liability, non-owned automobile liability and occurrence property damage. The policy shall be endorsed to provide Hydro with not less than 30 days written notice in advance of cancellation and to show Hydro as an additional insured.
- 12.2 Contractor shall maintain automobile liability insurance in the minimum amount of two million (\$2,000,000.00) dollars, at its own cost, in respect of licensed vehicles owned or operated by Contractor.
- 12.3 The Contractor shall maintain Professional Liability Insurance in the minimum amount of \$250 000 (Cdn). The Contractor shall supply a Certificate of Insurance to Manitoba Hydro prior to commencement of the Work.
- 12.4 Contractor shall, upon request by Hydro, provide certificates of insurance to Hydro.
- 12.5 The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to The Workers Compensation Act, R.S.M. 1987, c. W200 and/or this Agreement. Upon failure to do so, Hydro may pay such assessment or compensation to The Workers' Compensation Board, and may deduct the amount thereof from monies due or to become due to the Contractor. Hydro may, at any time during the performance and upon the completion of the Work, require a declaration from The Workers' Compensation Board that such assessments or compensation have been paid in full, and may withhold final payment to the Contractor until such declaration has been received.

ARTICLE 13 – SUSPENSION/FORCE MAJEURE

13.1 Upon providing notice to Contractor, Hydro may, in its sole discretion and for any reason:

- (a) delay or suspend Contractor's performance of any or all of the Services, or
- (b) extend the time required to perform any or all of the Services,

for such period(s) of time as Hydro may, in its sole discretion, deem necessary. Contractor shall, as soon as possible, resume performance of any Services previously delayed or suspended by Hydro in accordance with Hydro's directions.

- 13.2 Hydro shall make settlement with Contractor for such direct costs and expenses actually incurred by Contractor which are directly attributable to any delay or suspension of Services made pursuant to Section 13.1 hereof, but not for lost profit.
- 13.3 Neither the Contractor nor Hydro shall be deemed in default of this Agreement where the failure to perform an obligation under this Agreement is due wholly to unusual inclemency of weather, legal strikes or lockouts, unpreventable accident, war or delay caused by war, vandalism or malicious mischief, riot or civil commotion, lawful orders of civil or military authorities, acts of God, or other causes beyond its reasonable control, (collectively "Force Majeure").

The party subject to an event of Force Majeure shall promptly notify the other of its inability to perform its obligation due to an event of Force Majeure and shall provide an estimate of when it will perform the obligation. In the event of a Force Majeure, the parties agree to determine and settle, equitably and in good faith, an extension of time for performing the affected obligation, and resolution of financial impacts, if any, associated with the Force Majeure. Both parties shall be prompt and diligent in exploring all reasonable avenues available to avoid or resolve events of Force Majeure as quickly as possible and shall mitigate losses.

ARTICLE 14 - TERMINATION

- 14.1 Without prejudice to any other rights or remedies available hereunder or at law or equity, Hydro may, at its sole option at any time and for any reason whatsoever, terminate this Agreement by giving ten (10) calendar days notice of such termination to the Contractor.
- 14.2 Without prejudice to any other rights or remedies available hereunder or at law or equity, Hydro may immediately terminate this Agreement, with notice to Contractor, if:
- (a) Contractor has failed to comply with any term or condition of this Agreement; or
 - (b) Contractor becomes bankrupt or insolvent.
- 14.3 Upon any termination of this Agreement the Contractor shall cease to perform any further Services, and Hydro shall be under no obligation to Contractor other than to pay such compensation as Contractor is entitled to receive pursuant to Articles 5 and 6 hereof for Services performed up to the date of termination, and in the case of termination pursuant to Section 14.1 hereof the reasonable expenses of Contractor necessary for the winding down of the performance of the Services, but no compensation shall be paid or payable for lost profit.

ARTICLE 15 - SURVIVAL

- 15.1 The expiry or termination of all or any part of this Agreement, shall not affect or prejudice any rights or obligations that have accrued or arisen hereunder prior to the time of expiry or termination, and those rights and obligations shall survive the expiry or termination of this Agreement or part hereof. Notwithstanding any other term or condition of this Agreement to the contrary, Sections 3.2(k), 3.2(l), 3.2(m), 3.2(n) and 3.2(o) and Articles 5, 6, 7, 8, 9, 11 and 24 hereof, and all other provisions of this Agreement necessary to give effect thereto, shall survive the expiry or termination of all or any part of this Agreement

ARTICLE 16 – INDEPENDENT CONTRACTOR

- 16.1 Contractor is an independent contractor. This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture between Hydro and Contractor or between Hydro and any officers, employees, subcontractors or agents of Contractor.
- 16.2 Contractor is responsible for any deductions or remittances which are, or may hereafter, be required by law.
- 16.3 The Contractor shall have no authority whatsoever, except with the prior written consent of Hydro, to make any representation, enter any commitment, or incur any liability on behalf of Hydro, or to bind or purport to bind Hydro, to any other Person in any way whatsoever.

ARTICLE 17 - ASSIGNMENT

- 17.1 Contractor shall not assign or transfer this Agreement, whether in whole or in part, or any of its rights or obligations under this Agreement, without first obtaining the prior written consent of Hydro. No assignment or transfer of this Agreement, whether in whole or in part, or any of its rights and obligations under this Agreement, shall relieve Contractor of any obligation under this Agreement.
- 17.2 Hydro may assign this Agreement, in whole or in part, to any third party, and for such purpose Contractor hereby grants its express consent to any such assignment.

ARTICLE 18 – ENTIRE AGREEMENT

- 18.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
- 18.2 This Agreement shall not alter or affect, nor shall it be deemed to alter or affect, any other agreement(s) between Manitoba Hydro and Contractor (including the respective rights and obligations of Manitoba Hydro and Contractor under any such agreement(s)) that is now, or may hereafter, be in force and effect.

ARTICLE 19 - AMENDMENT

- 19.1 No amendment or change to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

ARTICLE 20 – NOTICE

- 20.1 Any notice or other communication required or permitted under this Agreement shall be in writing, and shall be delivered personally or by fax to:

For Contractor: XXXXXXXXXXXX
XXXXXXXXXXXX
Winnipeg, Manitoba
Tel. 204-
Fax: (204)
Attention:

For Hydro: Manitoba Hydro
360 Portage Ave. (20)
Winnipeg, Manitoba
R3C 2P4

Tel.: 204-360-7217
Fax: 204- 360-6143
e-mail: @hydro.mb.ca
Attention:

- 20.2 Notice sent in accordance with Section 20.1, if made by personal delivery, shall be deemed to have been effectually given and received at the time of actual delivery; and if given by fax, shall be deemed to have been effectually given and

received at 08:00 hours on the first Business Day following the day of transmission. Either party may, by written notice to the other party, change its address for notice set forth in Section 20.1 hereof.

- 20.3 Instructions from Hydro to the Contractor related to Services may be given, from time to time during the Term, by **xxxxxxx**, or designate.

ARTICLE 21 - ENUREMENT

- 21.1 This Agreement shall enure and be binding upon the executors, administrators, heirs, successors and permitted assigns of the parties.

ARTICLE 22 - SEVERABILITY

- 22.1 If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such void or unenforceable provision with a new provision which achieves substantially the same practical or economical effect and which is valid and enforceable.

ARTICLE 23 - WAIVER

- 23.1 No waiver of any provision of this Agreement, or of a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach thereof.

ARTICLE 24 - AUDIT

- 24.1 The Contractor shall maintain accurate and complete books and records in respect of the Services and this Agreement. On reasonable prior notice, Hydro may attend any facilities, lands or premises and inspect and/or audit such books and records. Hydro and Hydro representatives and advisors may take copies of any books and records. Any such inspection or audit shall not be relied upon by the Contractor as confirming or approving those matters or otherwise relieve the Contractor of any obligation under this Agreement.

ARTICLE 25 – FURTHER ACTS AND ASSURANCES

25.1 Each of the parties shall, from time to time, do all such acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms of this Agreement.

ARTICLE 26 - OPPORTUNITY TO NEGOTIATE

26.1 Both parties have had the opportunity to negotiate, review and comment upon this Agreement, and obtain independent legal advice with respect to the content, meaning, and legal effect of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the Effective Date.

MANITOBA HYDRO

XXXXXXXXXXXXXXXXXX.

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer



Appendix B
Cyber Security

APPENDIX

CYBER SECURITY

CYBER SECURITY

1 DEFINITIONS

The following words and phrases have the meanings given in the North American Electric Reliability Corporation (NERC) National Reliability Standards: Cyber Assets, Electronic Security Perimeter, Physical Security Perimeter, Bulk Electric System, and Cyber Security Incident.

The following words and phrases have the meanings given:

“Critical Cyber Asset” means a cyber asset that is essential to the reliable operation of the bulk electric system. Examples of potential critical cyber assets include, but are not limited to: protections, controls, station automation systems, distributed control systems, monitoring, and special protection systems.

“Protected Cyber Assets” means Cyber Assets performing access control, monitoring and protection of Critical Cyber Assets; Cyber Assets logically connected to Critical Cyber Assets; or Cyber Assets which could be used to compromise the Critical Cyber Assets.

“Reliability Standards” means the NERC Reliability Standards CIP-002-1 to CIP-009-1 as same is in force and effect from time to time, and any amendments thereto.

“Access Control Systems” (ACS) - The process of granting or denying requests to access physical facilities such as critical hydro buildings control centres or areas such as a critical hydro yards or to logical systems such as computer networks. The systems must be established to track and to detect access to all areas. The system must provide auditing and attendance features. The system must also be capable of being remotely administered in order to control user access. Users of the systems are assigned clearance levels. The systems must comply with the requirements of the NERC Reliability Standards regarding access control

2 GENERAL

The NERC Reliability Standards CIP-002-1 to CIP-009-1 are available for review at the following website: www.NERC.com.

The Contractor shall be responsible for obtaining the most current version(s) of the Reliability Standards in force and effect from time to time.

The Purchaser's business activities must be in compliance with the Reliability Standards.

The Contractor acknowledges and understands the Purchaser's requirements and obligations in respect of the Reliability Standards.

The Contractor acknowledges and understands that the Reliability Standards, and Purchaser implemented practices and procedures, may, from time to time, be revised and placed into force and effect.

The Contractor's obligations under the Contract the Reliability Standards, apply to:

- a) the Work and the activities, business practices, and procedures of the Contractor in respect of, and involving, Contractor's performance of obligations under the Contract, including performance of the Work; and
- b) the Equipment to be, and that are, provided by the Contractor under the Contract.

The Purchaser has the right at any time to amend, increase, decrease and/or add to, any part of these requirements including any of the Contractor's obligations, and the Purchaser's rights, hereunder.

The Purchaser's determination of the scope, interpretation, meaning, and application of the Reliability Standards, any Purchaser policies, practices and guidelines or any part(s) thereof, shall be absolute, final and binding on the Contractor, and shall not be subject to any Contractor claim, dispute or arbitration.

If the Contractor has any question as to the scope, interpretation, meaning, and application of the Reliability Standards, any Purchaser policies, practices and guidelines, or any part(s) thereof, the Contractor shall request, through the Engineer, for the Purchaser's determination on same.

3 SECURITY REQUIREMENTS FOR CONTRACTOR'S ACTIVITIES, PROCESS AND PRACTICES

3.1 Reliability Standards

The Contractor, in performing the Work and its obligations under and in respect of the Contract, including, without limitation, the Contractor's activities and business practices and procedures, under and in respect of the Contract and with respect to the Work, shall enable, and shall ensure, Purchaser's compliance with the Reliability Standards.

3.2 Purchaser Policies and Guidelines

The Contractor, in performing the Work and its obligations under and in respect of the Contract, including, without limitation, the Contractor's activities and business practices and procedures, under and in respect of the Contract and with respect to the Work, shall comply with the following Purchaser policies, practices and guidelines (to be provided upon contract award):

- a) Manitoba Hydro Information Technology Security Guideline (G71);
- b) Manitoba Hydro Information Technology Security Practices;
 - i) System & Software Security (P71-1)
 - ii) Communication Security (P71-2)
 - iii) Data Security (P71-3)
 - iv) Physical Security (P71-4)
 - v) Change Control (P71-5)
 - vi) Security Administration (P71-6); and
- c) Manitoba Hydro Personnel Risk Assessment (PRA) (G45D);
- d) Manitoba Hydro Security for Facilities and Services (G45)

3.3 Application

Contractor's obligations in respect of potential and actual Cyber Assets, potential and actual Critical Cyber Asset information, and potential and actual Protected Cyber Asset information applies to such Assets and such information in the possession and/or control of the Contractor, and that of any Person for whom the Contractor is responsible.

3.4 Inventory

The Contractor shall:

- a) create, update, and maintain a current inventory of all potential and actual Cyber Assets, all potential and actual Critical Cyber Asset information, and all potential and actual Protected Cyber Asset information, and regardless whether or not same is, or may be, contained in any Equipment;
- b) update such inventory with information received from the Purchaser pursuant to Cyber Assets Section 3.5 Purchaser Verification of this Appendix; and
- c) as and when requested by the Engineer or the Purchaser, but in any event no less than on a quarterly basis commencing and continuing from the Contract Award, review, and deliver to the Purchaser a copy of, such inventory and all updates thereto.

3.5 Purchaser Verification

The Purchaser may, from time to time, provide notice to the Contractor advising whether potential Cyber Assets, potential Critical Cyber Assets, potential Protected Cyber Assets, potential Critical Cyber Asset information and potential Protected Cyber Asset information (identified and delivered by the Contractor in accordance with Cyber Security Section 3.4 Inventory of this Appendix, or any other property or information, are actual Cyber Assets, actual Critical Cyber Assets, actual Protected Cyber Assets, actual Critical Cyber Asset information and actual Protected Cyber Asset information, or of any change in the status of same (including reversal of any previous determination(s)).

3.6 Physical and Electronic Security

In addition to any other requirement(s) in the Contract, including this Appendix, the Contractor shall, performing its obligations under and in respect of the Contract, and in performing the Work, ensure that:

- a) the Physical Security Perimeter securing all potential and actual Critical Cyber Asset information and all potential and actual Protected Cyber Asset information, must comprise at least two (2) layers or mechanisms of physical security, with at least one (1) of which must have continuous monitoring and logging functions. A layer or mechanism may be a facility access control such as card access door, room or cabinet lock, security guard and sign-in system, or alarmed intrusion detection system.
- b) the Electronic Security Perimeter securing all potential and actual Critical Cyber Asset information and all potential and actual Protected Cyber Asset information, must comprise at least two (2) layers or mechanisms of cyber security, with at least one (1) of which must have continuous monitoring and logging functions. A layer or mechanism may be a firewall, access control such as password protection, strong encryption, access monitoring and logging, or alarmed intrusion detection system.
- c) all connections to/from any medium containing potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information, and means for communicating potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information, must be secured by physical and cyber security such as the use of dedicated communications lines, strong encryption, no wireless setups, and remote access management systems.
- d) the integrity of potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information must be controlled and managed by edit/print/copy and version control systems satisfactory to the Purchaser.

- e) continuous availability of potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information to the Purchaser must be ensured by retention and disposal control, incident response, and off-site backup systems satisfactory to the Purchaser.

The Contractor shall as and when requested by the Engineer or the Purchaser, but in any event no less than on a yearly basis commencing and continuing from the Contract Award, review the capability to safeguard and ensure the confidentiality, integrity and availability to the Purchaser of, Cyber Asset information, and deliver to the Purchaser a copy of documentation and description capable of verifying adequacy of same.

3.7 Confidentiality

3.7.1 The Contractor shall:

- (a) keep all potential Critical Cyber Asset information, all actual Critical Cyber Asset information, all potential Protected Cyber Asset information, and all actual Protected Cyber Asset information, confidential and shall not, without the prior written consent of the Purchaser, disclose or otherwise make available any such information to any other Person, except to such directors, officers, and employees of the Contractor who have a need to access any such information to perform their obligations to the Contractor;
- (b) cause all applicable Persons to observe the terms of Section 3.7 hereof and shall be responsible for any breach of Section 3.7 hereof by it or any such Person; and
- (c) not use any potential Critical Cyber Asset information, any actual Critical Cyber Asset information, any potential Protected Cyber Asset information, or any actual Protected Cyber Asset information, for any purpose other than in connection with the Work, or in any way that may be detrimental to the Purchaser.

3.7.2 The Contractor shall:

- (a) secure all potential Critical Cyber Asset information, all actual Critical Cyber Asset information, all potential Protected Cyber Asset information, and all actual Protected Cyber Asset information, (including, without limitation, securing any property used to store, access, or use, any such information) against unauthorized or accidental access, damage, disclosure, or attack; and

- (b) provide notice to the Purchaser immediately upon the discovery of any matter described in Section 3.7.2(a) hereof, or of any threat or attempt thereof.

3.7.4 The Contractor acknowledges that any failure to comply with the provisions of Section 3.7 hereof, shall cause irreparable harm to the Purchaser which cannot be adequately compensated for in damages, and accordingly acknowledges that the Purchaser shall be entitled, in addition to any other remedies available to it, interlocutory and permanent injunction relief to restrain any anticipated, present, or continuing breach of Section 3.7.

3.7.5 The Contractor's obligations pursuant to Section 3.7 hereof shall continue without limitation of time.

3.8 Return and Destruction of Information

The Contractor shall:

- a) on demand from the Purchaser, deliver potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information to the Purchaser and, within ten (10) days of such demand, certify in writing to the Purchaser that all such information has been delivered.
- b) on demand from the Purchaser, erase and destroy potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information and, within ten (10) days of such demand, certify in writing to the Purchaser that all such information has been erased and destroyed.
- c) not retain, in any form, for format or medium, any potential and actual Critical Cyber Asset information and any potential and actual Protected Cyber Asset information that has been delivered, erased and/or destroyed pursuant to Section 3.7 (a) and (b) above.

4 RISK ASSESSMENT - PERSONS AND CONTRACTOR'S PERSONNEL

4.1 Access

The Contractor shall:

- a) ensure all Persons, and all Contractor Personnel, that may and/or will have authorized cyber or authorized unescorted physical access to:
 - i) potential and/or actual Cyber Assets
 - ii) potential and/or actual Protected Cyber Assets

- iii) potential and/or actual Critical Cyber Asset information
- iv) potential and/or actual Protected Cyber Asset information,

have been previously cleared by a personnel risk assessment, to the Purchaser's satisfaction, before to being allowed such access.

- b) ensure completed forms, included in Schedule A of this Appendix, are submitted,
- c) comply with all applicable privacy laws in carrying out its responsibilities under this Appendix,
- d) ensure that any change to the criminal background status of any Person or Contractor's Personnel is reported to the Purchaser immediately.

4.2 Documentation

The Contractor shall:

- a) create, update, and maintain a current list of all Persons, and all Contractor's Personnel, who have authorized cyber or authorized unescorted physical access to potential and actual Cyber Assets, potential and actual Protected Cyber Assets, potential and actual Critical Cyber Asset information, and potential and actual Protected Cyber Asset Information, including a description of each Contractor's personnel's specific electronic and physical access rights to potential and actual Cyber Assets, potential and actual Protected Cyber Assets, potential and actual Critical Cyber Asset information, and potential and actual Protected Cyber Asset information.
- b) update such list within seven (7) days of any change of any Person's or Contractor's Personnel's access rights, including a description of the reason for access change and the date of same.
- c) revoke access to such Cyber Assets, Protected Cyber Assets, Critical Cyber Asset information and Protected Cyber Asset information:
 - i) within 24 hours of termination of a Person or Contractor Personnel for cause;
 - ii) within seven (7) days for any Person or Contractor Personnel who no longer requires access to such Cyber Assets, Protected Cyber Assets, Critical Cyber Asset information or Protected Cyber Asset information.
- d) as and when requested by the Engineer or the Purchaser, but in any event no less than on a quarterly basis commencing and continuing from the

Contract Award, review, and deliver to the Purchaser a copy of, such list and all updates thereto.

The Purchaser may, at any time, require further, or different, personnel risk assessments be conducted in respect of any Person, and a Person's existing clearance may be revoked until such time as a follow-up risk assessment is conducted and satisfactory results have been delivered to the Purchaser.

5 TRAINING

The Contractor shall conduct initial, quarterly, and annual training, for all Persons and all the Contractor's Personnel who may, or will, have authorized cyber access or authorized unescorted physical access to potential and actual Cyber Assets, potential and actual Protected Cyber Assets, and/or potential and actual Critical Cyber Asset information, and/or potential and actual Protected Cyber Asset information.

The form, content, and any other requirements, concerning and for training to be conducted by the Contractor, shall be provided by, and shall be at the direction of, the Purchaser.

The Contractor shall:

- a) create, update, and maintain, complete and current records of and concerning all training, including names of attendee's, dates of training, and any other matter directed by the Purchaser.
- b) as and when requested by the Engineer or the Purchaser, but in any event no less than on a quarterly basis commencing and continuing from the Contract Award, review and deliver to the Purchaser a copy of such records and all updates thereto.

6 DOCUMENTATION

The Contractor shall:

- a) be responsible for the cost of performance of its obligations in respect of Cyber Security Sections 2 GENERAL, 3 SECURITY REQUIREMENTS FOR CONTRACTOR'S ACTIVITIES, PROCESS AND PRACTICES, 4 RISK ASSESSMENT - PERSONS AND CONTRACTOR'S PERSONNEL, 5 TRAINING and 8 DOCUMENTATION of this Appendix.

- b) document the Contractor's program for performance of the Contractor's obligations in respect of Sections 2 GENERAL, 3 SECURITY REQUIREMENTS FOR CONTRACTOR'S ACTIVITIES, PROCESS AND PRACTICES, 4 RISK ASSESSMENT - PERSONS AND CONTRACTOR'S PERSONNEL, 5 TRAINING and 8 DOCUMENTATION of this Appendix.
 - c) provide evidence satisfactory to the Purchaser of performance of any of the Contractor's obligations in respect of Sections 2 GENERAL, 3 SECURITY REQUIREMENTS FOR CONTRACTOR'S ACTIVITIES, PROCESS AND PRACTICES, 4 RISK ASSESSMENT - PERSONS AND CONTRACTOR'S PERSONNEL, 5 TRAINING and 8 DOCUMENTATION of this Appendix.
 - d) The Purchaser's rights and Contractor's obligations in respect of Sections 2 GENERAL, 3 SECURITY REQUIREMENTS FOR CONTRACTOR'S ACTIVITIES, PROCESS AND PRACTICES, 4 RISK ASSESSMENT - PERSONS AND CONTRACTOR'S PERSONNEL, 5 TRAINING and 8 DOCUMENTATION of this Appendix shall survive the expiry or termination of the Contract, the completion of the Work, and shall continue without limitation of time until:
 - i) the Contractor, and any Person(s) for whom the Contractor is responsible, no longer has:
 - 1) possession of,
 - 2) control over, and
 - 3) cyber and/or physical access to potential and actual Cyber Assets, potential and actual Critical Cyber Asset information and potential and actual Protected Cyber Asset information; and
 - ii) the Purchaser has certified in writing the same.
- 6.1 Notwithstanding the above, the Contractor's obligations in respect of Section 3.7 Confidentiality,
- 6.1.1 The Contractor shall:
- a) Keep all potential Critical Cyber Asset information, all actual Critical Cyber Asset information, all potential Protected Cyber Asset information, and all actual Protected Cyber Asset information, confidential and shall not, without the prior written consent of the Purchaser, disclose or otherwise make available any such information to any other Person, except to such directors, officers, and employees of the Contractor who have a need to access any such information to perform their obligations to the Contractor;

- b) cause all applicable Persons to observe the terms of Section 6.1 hereof and shall be responsible for any breach of Section 6.1 hereof by it or any such Person;
- c) not use any potential Critical Cyber Asset information, any actual Critical Cyber Asset information, any potential Protected Cyber Asset information, or any actual Protected Cyber Asset information, for any purpose other than in connection with the Work, or in any way that may be detrimental to the Purchaser.

6.1.2 The Contractor shall:

- a) secure all potential Critical Cyber Asset information, any actual Critical Cyber Asset information, any potential Protected Cyber Asset information, or any actual Protected Cyber Asset information (including, without limitation, securing any property used to store, access, or use, any such information) against unauthorized or accidental access, damage, disclosure, or attack; and
- b) provide notice to the Purchaser immediately upon the discovery of any matter described in 6.1.2 a) hereof, or of any threat or attempt thereof.

6.1.3 The Contractor acknowledges that any failure to comply with the provisions of Section 6.1 hereof, shall cause irreparable harm to the Purchaser which cannot be adequately compensated for in damages, and accordingly acknowledges that the Purchaser shall be entitled, in addition to any other remedies available to it, interlocutory and permanent injunction relief to restrain any anticipated, present, or continuing breach of Section 6.1.

6.1.4 The Contractor's obligations pursuant to Section 6.1 hereof shall continue without limitation of time.

Return and Destruction of information in this Appendix shall continue without limitation of time.

7 REQUIREMENTS FOR WORK AND EQUIPMENT

7.1 Reliability Standards

All Work and Equipment, shall be designed, manufactured and supplied such that all of the same enables and ensures compliance with, operation of, application of, and compatibility with, the Reliability Standards and the Purchaser's compliance with the Reliability Standards.

7.2 Purchaser Policies and Guidelines

All Work and Equipment shall be designed, manufactured and supplied such that all of the same enables and ensures compliance with, operation of, application of,

and compatibility with, the following Purchaser policies and guidelines , included in Schedule A of this Appendix

- a) Manitoba Hydro Information Technology Security Guideline (G71);
- b) Manitoba Hydro Information Technology Security Practices;
 - i) System & Software Security (P71-1)
 - ii) Communication Security (P71-2)
 - iii) Data Security (P71-3)
 - iv) Physical Security (P71-4)
 - v) Change Control (P71-5)
 - vi) Security Administration (P71-6); and
- c) Manitoba Hydro Personnel Risk Assessment (PRA) (G45D).

7.3 Information Protection

7.3.1 General

All Work and Equipment shall be designed and manufactured so as to be capable to safeguard and ensure the confidentiality, integrity, and availability to Purchaser of, Cyber Asset information. Contractor's Documents shall include documentation and description capable of verifying adequacy of same.

7.3.2 Access Control

Access to Cyber Asset information that is or may be contained in any Work and Equipment shall be capable of management and protection in strict compliance with the requirements herein.

7.3.3 Confidentiality, Integrity and Availability

All Work and Equipment shall be designed, manufactured and supplied such that:

- a) the Physical Security Perimeter securing Cyber Asset information must comprise at least two (2) layers or mechanisms of physical security, with at least one (1) of which must have continuous monitoring and logging functions. A layer or mechanism may be a facility access control such as card access door, room or cabinet lock, security guard and sign-in system, or alarmed intrusion detection system.
- b) the Electronic Security Perimeter securing Cyber Asset information must comprise at least two (2) layers or mechanisms of cyber security, with at least one (1) of which must have continuous monitoring and logging functions. A layer or mechanism may be a firewall, access control such as password protection, strong encryption, access monitoring and logging, or alarmed intrusion detection system.

- c) connections to/from any medium containing Cyber Asset information, and means for communicating Cyber Asset information, must be secured by physical and cyber security such as the use of dedicated lines, strong encryption, no wireless setups, and remote access management system.
- d) the integrity of Cyber Asset information must be controlled and managed by edit/print/copy and version control systems satisfactory to the Purchaser.
- e) continuous availability of Cyber Asset Information to the Purchaser must be ensured by retention and disposal control, incident response, and off-site backup systems satisfactory to the Purchaser.

The Engineer and/or the Purchaser reserve the right to periodically review the adequacy and application of controls to protect Cyber Asset Information.

7.4 Cyber Asset Requirements

7.4.1 Functionality and Capability

All Work and Equipment shall be designed, manufactured and supplied such that any Cyber Assets shall:

- a) only enable ports and services required for normal and emergency operations. Normal operations include maintenance support.
- b) disable other ports and services, including those used for testing purposes, prior to in-service.
- c) deny access by default.
- d) support the use of anti-virus and malicious software prevention tools.
- e) provide multiple levels of access. Each level shall be protected by a password, at a minimum.
- f) provide historical audit trail logs of individual user account activity for a minimum of 90 days. The Purchaser shall be able to change this time period as may be required from time-to-time.
- g) provide an audit trail of administrator, shared, default and generic account activity for a minimum of 90 days. The Purchaser shall be able to change this time period as may be required from time-to-time.
- h) have passwords with a minimum of seven characters. Each password shall consist of a combination of alpha, numeric and "special" characters. The

passwords shall be changed by the Purchaser as may be required from time-to-time.

- i) issue alerts for any attempted or actual unauthorized or accidental access, damage, disclosure, attack, and any and all cyber security event(s) including, without limitation, password changes, administrator level access changes, security log changes. The set of triggers and the contents of the notifications should be fully configurable.
- j) log all security events related to cyber security for a minimum of 90 days.
- k) support the implementation of cyber security patches and security upgrades. Security patches and security upgrades may be to hardware, software, or firmware.
- l) provide for and include current and ongoing Contractor and third-party support for security patches and security upgrades.

7.4.2 Documentation

The Contractor shall:

- a) provide a list of all required ports (physical and logical), internet protocol port traffic, configuration of ports and services, and expected protocols for all Cyber Assets and associated networks.
- b) provide documentation on recommended test procedures to ensure that significant changes do not adversely impact cyber security controls. Significant changes include at a minimum, but are not limited to: implementation of security patches, cumulative service packs, vendor releases, and upgrades of operating systems, applications, database platforms, software or firmware, including those provided by third-party vendors. Test procedures shall minimize adverse affects on the production system and its operation.
- c) document complete details regarding device and system cyber security.
- d) document all cyber security testing and implementation, which includes, but is not limited to: ports and services, significant changes, security patches, anti-virus and malware prevention tools.
- e) list supported anti-virus and malware prevention tools.
- f) document the process for the update of the anti-virus and malware prevention tools, including testing and installation.

- g) identify and document all administrators, shared, and other generic account privileges, including factory default accounts.
- h) provide a list of all individuals with access to individual, administrator, shared or generic accounts prior to in-service operation.
- i) provide a documented vulnerability assessment and recommended process.

7.4.3 Pre-Operational Service Requirements

The Contractor shall:

- a) include testing to ensure that only ports and services required for normal operation are enabled. All other ports and services shall be disabled.
- b) provide security patches that shall:
 - i) include testing of all current and applicable security patches, including vendor and third-party security patches.
 - ii) conduct security testing in a manner that reflects the production environment.
 - iii) remove, or disable administrator, shared, default and generic accounts not required for normal and emergency operations. Remaining account passwords shall be changed prior to in-service operation.

7.4.4 Operational Service Requirements

The Contractor shall ensure that security patches shall:

- a) include testing of all current and applicable security patches, including vendor and third-party security patches.
- b) provide a recommendation whether or not to apply the patch to the Purchaser within fourteen (14) days of the patch release.
- c) conduct security testing in a manner that reflects the production environment.

7.5 Electronic Access Control and Monitoring

All Work and Equipment shall be designed, manufactured and supplied such that:

- a) Critical Cyber Assets shall reside in an Electronic Security Perimeter.
- b) Cyber Assets logically connected to Critical Cyber Assets shall reside in an Electronic Security Perimeter.

- c) Electronic Security Perimeters should be defined to reduce or remove non-critical Cyber Assets logically connected to Critical Cyber Assets.
- d) All electronic access points to the Electronic Security Perimeter shall be controlled. Electronic access points include any externally connected communication end point terminating at any device within the Electronic Security Perimeter.
- e) All Cyber Assets performing access control, monitoring and protection of Critical Cyber Assets shall meet all the requirements identified in Section 7.4 Cyber Asset Requirements of the SECURITY Section of the Technical Requirements and the additional requirements identified in this Section.

All Work and Equipment shall be designed, manufactured and supplied such that the electronic access control and monitoring shall:

- i) Provide two or more distinct security measures to protect the Electronic Security Perimeter.
- ii) Authenticate all electronic access through the electronic access points with strong controls. Examples include, but are not limited to, two-factor authentication and digital certificates.
- iii) Electronically separate Critical Cyber Assets and Protected Cyber Assets from the Purchaser's business data network by a firewall or firewalls. The Purchaser reserves the option to provide these firewalls, and will configure these firewalls.
- iv) Support an appropriate use sign-on banner configurable by the Purchaser.
- v) Monitor and log all access to electronic access points 24 hours a day, 7 days a week.
- vi) Retain electronic access logs for a minimum of 90 days.
- vii) Prevent non-administrators from gaining undue privileges.

7.6 Electronic Access Logging System

All Work and Equipment shall be designed, manufactured and supplied such that the electronic access logging system shall:

- a) Log the following information for all access attempts: account name, date and time (session start and end), station name, system identifier, Electronic Security Perimeter, and electronic access point.

- b) Generate a separate log entry for each electronic access point.
- c) Log and flag failed access attempts (account name, date and time, access point).
- d) Log the actions of the administrators.
- e) Save the logs into a database. The database should be replicated.
- f) Protect the database containing the log files from unauthorized modification or deletion.
- g) Have a central reporting facility to generate reports from the logs. The Contractor shall include a sample of log reports that could be used to satisfy the requirements of the Reliability Standards.
- h) Allow for report templates to be created and saved.
- i) Provide a search engine to query across multiple logs.
- j) Allow the administrator to schedule reports to be run at defined intervals.
- k) Generate logs to create a historical audit trail of account activity for a minimum of 90 days. Logs shall contain: account name, access date and time (entry and exit), station name, system identifier, Electronic Security Perimeter, and electronic access point. The Purchaser shall be able to change this time period as may be required from time-to-time.

7.7 Documentation

The Contractor shall deliver documentation to:

- a) Identify and document each Electronic Security Perimeter. Documentation shall include all interconnected Cyber Assets and all electronic access points. This shall include electronic access points on network devices including, but not limited to, hubs, routers and switches.
- b) Document the authentication methods.
- c) Identify and document the discovery process of all access points to the Electronic Security Perimeter.
- d) Identify and document all administrators, shared, network management community strings, and other generic account privileges, including factory default accounts.

- e) Document all configurations and processes of the production system when placed in operation. All subsequent changes shall be documented and approved prior to application to the production system.

7.8 Physical Security for Cyber Assets

7.8.1 Physical Security Perimeter

All Work and Equipment shall be designed, manufactured and supplied such that:

- a) all Critical Cyber Assets and Cyber Assets logically connected to Critical Cyber Assets shall be located in a Physical Security Perimeter. The Physical Security Perimeter shall be a six-sided, completely enclosed border.
- b) All physical access points through the Physical Security Perimeter shall be controlled and managed.
- c) All physical access to Cyber Assets performing access electronic and physical control, monitoring and protection of Critical Cyber Assets, shall be controlled and managed.
- d) Physical Security Perimeters shall be defined to reduce or remove non-critical Cyber Assets within the secured perimeter.
- e) Physical access to cabling which electrically connects Cyber Assets within the Electronic Security Perimeter shall be controlled and managed.
- f) Cabling which extends through the Electronic Security Perimeter outside of a Physical Security Perimeter shall be physically enclosed and protected. Examples of physical cable protection include, but are not limited to, conduit and cable armour.
- g) all network cabling within the Electronic Security Perimeter shall be terminated within a Physical Security Perimeter. This includes, but is not limited to, termination cubicles, wiring closets and patch panels.

7.8.2 Access Controls

All Work and Equipment shall be designed, manufactured and supplied such that physical access controls shall:

- a) Be provided for all Critical Cyber Assets and all Protected Cyber Assets.
- b) Authenticate all physical access.
- c) Be provided 24 hours a day, 7 days a week.

- d) Provide two different and complementary methods of physical access controls:
 - i) card key
 - ii) special locks
 - iii) security personnel who may reside on-site or at a monitoring station
 - iv) other equivalent authentication devices, which may include, but are not limited to: biometrics, keypads or tokens.

7.8.3 Monitoring

All Work and Equipment shall be designed, manufactured and supplied such that physical access monitoring shall:

- a) be provided at all physical access points for Critical Cyber Assets and Protected Cyber Assets.
- b) be provided 24 hours a day, 7 days a week.
- c) occur in real time for immediate response.
- d) immediately alarm all unauthorized access and unauthorized access attempts. Methods include, but are not limited to:
 - i) alarm systems: indicate that a door, window, gate or other access has been opened without authorization; and provide real-time alarming and notification to response personnel.
 - ii) Human observation by authorized security personnel.

7.8.4 Logging Physical Access

All Work and Equipment shall be designed, manufactured and supplied such that physical access logging shall:

- a) Be provided at all physical access points for all Critical Cyber Assets and all Protected Cyber Assets.
- b) Log all physical access 24 hours a day, 7 days a week.
- c) Uniquely identify individuals.
- d) Record time and date of access.

7.8.5 Access Log Retention

All Work and Equipment shall be designed, manufactured and supplied such that all physical access logs shall be retained for a minimum of 90 days. The Purchaser shall be able to change this time period as may be required from time-to-time.

7.8.6 Physical Access Logging System Requirements

All Work and Equipment shall be designed, manufactured and supplied such that the physical access logging system shall:

- a) Log the following information for all access attempts: individual's name, date and time (entry and exit), station name, building identifier, physical security perimeter, and physical access point.
- b) Generate a separate log entry for each physical access point.
- c) Log and flag failed access attempts (who, when and which access point).
- d) Log the actions of the administrators.
- e) Save the logs into a database. The database should be replicated.
- f) Protect the database containing the log files from unauthorized modification or deletion.
- g) Have a central reporting facility to generate reports from the logs. The Contractor shall include a sample of log reports that could be used to satisfy the requirements of the Reliability Standards.
- h) Allow for report templates to be created and saved.
- i) Provide a search engine to query across multiple logs.
- j) Allow the administrator to schedule reports to be run at defined intervals.
- k) Generate logs to create a historical audit trail of individual access activity for a minimum of 90 days. Logs shall contain: individual's name, access date and time (entry and exit), station name, building identifier, Physical Security Perimeter, and physical access point. The Purchaser shall be able to change this time period as may be required from time-to-time.

7.8.7 Documentation Requirements

The Contractor shall deliver documentation that identifies:

- a) All Physical Security Perimeters
- b) All Critical Cyber Assets and Cyber Assets logically connected to Critical Cyber Assets within each Physical Security Perimeter.
- c) All access points through the Physical Security Perimeter.
- d) Access controls to manage access for each physical access point.
- e) Monitoring methods for each physical access point.
- f) Logging methods for each physical access point.
- g) Recommended physical security maintenance and testing procedures.

7.9 Recovery

7.9.1 Backup and Restore

The Contractor shall document the processes and procedures required to backup and restore Critical Cyber Assets and Protected Cyber Assets.

7.10 Change Control and Maintenance

In respect of the Work and Equipment including, without limitation performance of the Work and the Contractor's obligations under and in respect of the Contract, including, without limitation, the Contractor's activities, business practices and procedures, under and in respect of the Contract and with respect to the Work, the Contractor shall implement a process of change control and configuration management.

The process shall include, at a minimum, processes for adding, modifying, replacing, or removing Critical Cyber Asset and Protected Cyber Asset hardware, software, configurations and settings, and identifying, controlling, and documenting all changes, including third-party vendor related changes.

The Contractor shall document its process of change control and configuration management. The process shall include, at a minimum, processes for adding, modifying, replacing, or removing Critical Cyber Asset and Protected Cyber Asset hardware, software, configurations and settings, and identifying, controlling, and documenting all changes, including third-party vendor related changes.

SCHEDULE A



Manitoba Hydro
 Contractor Service Order Form – Contractor Company Verification

Know Who You're Hiring
 www.backcheck.ca

1. Client Contact Information: CORPORATE SECURITY USE ONLY			
Company: ▼ Manitoba Hydro		Date: (yyyy/mm/dd) ▼ / /	
Faxed By: ▼		Phone Number: ▼	
Email Results to: ▼ @hydro.mb.ca (Corporate Security)		# of Pages: ▼	
2. Service Menu – please <input checked="" type="checkbox"/> services requested			
<input checked="" type="checkbox"/> Name Based CDN Criminal Record Verification with Identity Cross-Check			
3. Contractor Company representative please complete the following:			
MH Project Manager: ▼			
ID Check is MANDATORY for a Name Based Criminal Record Check			
Two (2) pieces of legible identification are required:			
1. The first of which must be government-issued and include the applicant's <u>name</u> , <u>date of birth</u> , <u>signature</u> and <u>photo</u> (e.g. <i>Driver's License, Passport, Citizenship Card, Permanent Resident Card, Certificate of Indian Status</i>).			
2. The second should be government-issued, however at minimum it must include the <u>full name</u> of the candidate. ~ Please send legible copies of the identification to BackCheck along with this cover and consent form. ~			
Contracting Company: ▼		Contractor Name: ▼	
		Position Applied For: ▼	
ID Verification One (1):	Type: ▼	Identification Number: ▼	
ID Verification Two (2):	Type: ▼	Identification Number: ▼	
I _____ have examined the identification of _____ <small>Print Name of Representative</small> <small>Print Name of Contractor</small> and I am satisfied that the candidate and person depicted in the photo identification are one and the same.			
Signature of Contractor Company Rep.			
Confirming ID Check: X			
4. Contractor Contact Information: (Note: if applicant does not have a personal address, they must list an email address where identity check can be sent to)			
Primary Phone Number: ▼		Secondary Phone Number: ▼	
		E-mail Address (REQUIRED): ▼	
Please E-mail or Fax the corresponding <u>BackCheck</u> consent forms along with supporting documents: <input type="checkbox"/> Copy of Candidate's ID			
Please ensure printing is 100% legible			E-mail: orders@backcheck.ca Toll Free Fax: 1-866-323-3097 Fax: 604-323-3097



Consent Form A

Consent for Disclosure of Personal Information Name Based Canadian Criminal Record Verification with Identity Cross-Check <i>To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.</i>				
PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record verification for employment purposes. BackCheck will hold all personal information confidential.				
Given Name(s): ▼		Middle Name(s): ▼		
		Gender: ▼ <input checked="" type="checkbox"/> Check One <input type="checkbox"/> Male <input type="checkbox"/> Female		
Surname: ▼		Maiden name, aliases, nicknames and any other names: ▼		
Place of Birth: ▼		Date of Birth: ▼		
City		Province		
Country		yyyy mm dd		
Current Address: ▼				
Unit Number		Street Number		
Street Name		Postal Code		
Current Address Continued: ▼		From: ▼	To: ▼	
		/ /	/ /	
City		Province		
Country		yyyy mm dd		
Previous Address – if less than 5 years ago: ▼				
Unit Number		Street Number		
Street Name		Postal Code		
Previous Address Continued: ▼		From: ▼	To: ▼	
		/ /	/ /	
City		Province		
Country		yyyy mm dd		
Telephone Number: ▼		Alternative Telephone Number: ▼		
		Position Applied For: ▼		
<i>I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.</i>				
Declaration of Offences	Have you been convicted of a criminal offence for which a pardon has not been granted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Have you been granted a conditional discharge within the past three (3) years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Have you been granted an absolute discharge within the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	If you have answered Yes to any of the above questions, please provide details on ALL convictions (attach additional pages if required):			
	Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /			
	/ /			
Disclaimer: The existence of a conviction will not preclude you from consideration for employment or a contract position with Manitoba Hydro . Details of the offence are requested to enable Manitoba Hydro to determine whether the offence is related to your employment or intended employment.				
Statement of Understanding and Consent	I have applied to Manitoba Hydro for employment or a contract position. Part of the screening process includes a search of the National Criminal Records repository, known as the Canadian Police Information Centre (CPIC) database, maintained by the RCMP using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of Manitoba Hydro .			
	I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record verification on behalf of Manitoba Hydro the fact that records may exist on me and are registered on the CPIC database. I acknowledge that such records may include information relating to criminal convictions under the <i>Criminal Code</i> (Canada) for which a pardon has not been granted and conditional and absolute discharges which have not been removed from the CPIC database in accordance with the <i>Criminal Records Act</i> .			
	I authorize BackCheck to release all information obtained to Manitoba Hydro and hold harmless BackCheck upon the release of this information or its findings to Manitoba Hydro . I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or a contract position with Manitoba Hydro .			
Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute. This request is made in compliance with any applicable provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request, and in particular in accordance with the Nova Scotia <i>Municipal Government Act</i> and the Ontario <i>Municipal Freedom of Information and Protection of Privacy Act</i> .				
Contractor Signature: <i>Authorizing Name Based Criminal Record Verification</i> <input checked="" type="checkbox"/>		Date: (yyyy/mm/dd) ▼ / /		
Contractor Company – Hiring Manager: <i>Witnessing the candidate's signature</i> <input checked="" type="checkbox"/>		Date: (yyyy/mm/dd) ▼ / /		
Identity Cross-Check	In connection with my application for employment or a contract position with Manitoba Hydro I understand that the background check process includes an identity cross-check based on retrieval of information from a major Canadian credit bureau.			
	I consent to identification verification based on information retrieved from a major Canadian credit bureau. I consent to the release of identity cross-check components of the consumer credit bureau report by BackCheck to Manitoba Hydro .			
Contractor Signature: <i>Authorizing Identity Cross-Check</i> <input checked="" type="checkbox"/>		Date: (yyyy/mm/dd) ▼ / /		