



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 14:00hrs MST.

REQUEST FOR PROPOSAL
Emergency Management Training and Incident
Response Assistance

Issuing Office:

National Energy Board
517 Tenth Avenue, SW
Calgary, AB,
T2R 0A8

Enquiries

All enquiries regarding the content of this document are to be directed to the Contracting Authority identified herein.

Total Estimated Contract Value
GST included \$ CAD
TBD

Bidder name and address:

Telephone No:

Name and title of person authorized to sign on behalf of bidder:

Signature and date:



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 14:00hrs MST.

TABLE OF CONTENTS

Bid Solicitation and Resulting Contract

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 14:00hrs MST.

11. Priority of Documents

List of Annexes:

Annex A Statement of Work
Annex B Basis of Payment
Annex C Certifications



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with this bid solicitation. The requirement is set out under Part 6 - Resulting contract clauses.

2. Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted to National Energy Board Mail Room by the date and time indicated on the bid solicitation; OR by email to the Contracting authority specified in the RFP by the closing date and time.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P- 36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid two (2) hard copies

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (1) hard copy



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

OR, by email as separate PDF files

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section II: Certifications

Bidders must submit a completed certification prior to contract award.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

| | Mandatory Requirements | Met or Not Met (Yes/No) | Bidder to Provide Cross-Reference to Proposal Where Criteria is Met |
|-----|--|-------------------------|---|
| M1. | The Bidder must provide the resume of their Principal Consultant | | |
| M2. | The Bidders Incident Command System (ICS) trainers must be certified in ICS through BCERMS - certification required; | | |
| M3 | The Bidders ICS training must be recognized by the United States National Incident Management System | | |
| M4. | The Bidder must have a minimum of five (5) years providing ICS and HAZWOPER types of training | | |
| M5 | The Bidder must be authorized to certify NEB staff in ICS and HAZWOPER designations | | |
| M6 | The Bidder must have a minimum five (5) years developing and facilitating emergency response training exercises | | |
| M7 | The Bidder must have a minimum of ten (10) years' work experience in oil spill and gas emergency response activities | | |
| M8 | The Bidder must have current First Aid and CPR certifications | | |

1.1.2 Point Rated Technical Criteria

| | Point-Rated Requirements | Points |
|-----|--|--------|
| R1. | The Bidder has demonstrated recent experience in the development of procedures and forms related to oil spill incident response; Four (4) points per year of experience in the last five (5) years | /20 |
| R2 | The Bidder has demonstrated recent experience in conducting spill trajectory modelling, spill response equipment or other; Four (4) points per year of experience in the last five (5) years | /20 |



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

| | | |
|----|---|------|
| R3 | The Bidder has demonstrated experience and understanding of the oil and gas (offshore/onshore drilling and production and/or pipeline transportation activities) industry; Three (3) points per year of experience in the last five (5) years to maximum of 15 pts. | /15 |
| R4 | The Bidder has demonstrated the ability that proposed resource(s) can operate at an advanced level in English in terms of oral, comprehension and written skills; Five (5) points per resource to maximum of 10 points. | /10 |
| R5 | The Bidder has additional years of experience providing ICS and HAZWOPER types of training; two (2) points per year above five (5) years to maximum of 20 points. | /20 |
| R6 | The bidder has additional years of experience developing and facilitating emergency response training exercises; one (1) point per year above five (5) years to maximum of 15 points. | /15 |
| | Minimum points required to be declared responsive is 70 | /100 |

Note: Recent experience is defined as experience acquired in the last five (5) years.

Evaluation of financial bid

The financial proposals will be evaluated based upon the Bidder's proposed hourly rate for providing the services required by the National Energy Board.

2. Basis of Selection - Highest Combined Rating of Technical Merit 70 % and Price 30%

To be declared responsive, a bid must:

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

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

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

TMSi = OSi x 70. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:
CRi = PSi + TMSi

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Part 4 will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications in Annex C to be awarded a Contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is a security requirement applicable to this Contract. Security Requirement:

- The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor's personnel must, at all times during the performance of the contract, each maintain a valid RELIABILITY STATUS granted by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor and/or its personnel may have access to protected / classified material / documents. NEB staff would be advised on the Contractor's proposed personnel's clearance level and may be required to restrict access to information accordingly.
- The Contractor and/or its personnel will not require unsupervised access to the NEB facilities.
- The Contractor and/or its personnel MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified worksite(s).
- The Contractor and/or its personnel MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- The Contractor and/or its personnel must comply with the provisions of the Security Requirements Checklist, the security guide, and the Industrial Security Manual (Latest Edition)

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B 2014-03-01 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1st, 2015 to March 31st, 2016 inclusive

4.1 Option to extend the Contract



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Owuor Okiro
Title: Procurement Technical Analyst
Organization: National Energy Board
Address: 517 Tenth Avenue, SW
Calgary, AB T2R 0A8
Telephone: 403-604-6254
Facsimile: 403-292-5503
E-mail address: Owuor.okiro@neb-one.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

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



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's representative is:

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P- 36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

7. Payment

7.1 Basis of Payment-Firm hourly rate

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm rate of Cad\$ _____ per hour, as specified in Annex B, Basis for Payment for a price of \$ TBD. Customs duties are included and Applicable Taxes are extra.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

7.2 Limitation of Expenditure

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

7.3 Terms of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B 2014-03-01;



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated TBD



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

ANNEX "A"**Statement of Work****Background:**

The National Energy Board (NEB or Board) is an independent federal agency established in 1959 by the Parliament of Canada to regulate international and interprovincial aspects of the oil, gas and electric utility industries. The purpose of the NEB is to regulate the construction and operation of interprovincial and international pipelines; traffic, tolls and tariffs; the construction and operation of international and designated interprovincial power lines; the export and import of natural gas; the export of oil and electricity; and frontier oil and gas activities in the Canadian public interest. The NEB is also the lead regulatory agency for incident oversight and response on any federally regulated energy infrastructure. The NEB is accountable to Parliament through the Minister of Natural Resources Canada.

Objective:

The NEB requires a Contractor with specialized training in Incident Command System (ICS) and marine oil spill incident response. The NEB also requires assistance in the enhancement of the NEB Emergency Management Program (EMP). These objectives will support NEB employees in having the necessary competencies to use ICS while executing their respective functions.

Scope of Work:**I. Training**

The Contractor will provide specialized training to the NEB as set out below:

- Incident Command System (ICS) 300, 400, 401, 402 training based on the United States National Incident Management System and British Columbia Emergency Response Management System (BCERMS);
- Training on specific roles in Incident Command System (ICS) such as Command Staff, General Command, other roles;
- Emergency Operations Centre Training;
- Hazardous Waste Operations and Emergency Response (HAZWOPER) 24-hour;
- Hazardous Waste Operations and Emergency Response (HAZWOPER) 8-hour annual refresher.

This training would provide NEB staff with a common understanding of the practices, knowledge, and terminology based on the Incident Command System approach and HAZWOPER. The intent of the training program is to certify staff with ICS and HAZWOPER designations. Additional training / workshops on spill trajectory modelling, spill response equipment or other specialized training may be required.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

These courses would generally be offered several times a year in Calgary, typically in the spring and winter. Class size would be 8-20 people per course and would involve Board staff, outside parties and response partners with varying training requirements or experience.

II. Emergency Response Exercises

The Contractor would also be involved in developing and facilitating NEB internal and external emergency response exercises according to the exercise plan. Exercises would be conducted two to four times a year. The Contractor will also be involved in the review of emergency response documentation as necessary.

III. Advice / Assistance

The Contractor may also be required to provide advice or assistance to the NEB, e.g. in the event of an emergency response on NEB-regulated facilities, or for facility applications.

Acceptance criteria:

Acceptance of the work will be determined by the Project Authority throughout the duration of the contract as work is performed.

Deliverables:

The contractor will:

1. Train NEB staff on the ICS as recognized by the United States National Incident Management System, and the British Columbia Emergency Response Management System. Courses include but not limited to:
 - Incident Command System (ICS) training I-300 Immediate, I-400 Advanced, I-401 Multi-Agency Coordination; and I-402 for Executives.
 - Participants will receive ICS certification.
2. Training on specific roles in Incident Command System (ICS) such as Command Staff, General Command, other roles;
3. Emergency Operations Centre Training;
4. Train NEB staff on the Marine Oil Spill Response Workers under Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard. (24-hour course).
5. Train NEB staff on the Marine Oil Spill Response Workers- Annual Refresher under OSHA's Hazardous Waste Operations and Emergency Response Standard. (8-hour course).
6. Train NEB staff on spill trajectory modelling, spill response equipment or other specialized training.
7. Develop and facilitate NEB internal and external emergency response exercises.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

8. Provide advice and expertise on NEB Emergency Management-related processes.
9. Provide advice or assistance to the NEB, e.g. in the event of an emergency response on NEB regulated facilities or for facility applications.

Exclusions:

1. Translation of the training material and correspondence from English to French is not required.
2. No corrective mitigation work is required to be undertaken under the scope of this Contract.
3. Any processes that pertain directly to the inputting of related data into NEB's system(s) are excluded.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

Annex "B" Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all inclusive rate per hour of \$ _____ TBD for a total contract price of \$ _____ TBD.

| Requirement: | Rate per hour | Amount \$ |
|--|---------------|-----------|
| Perform all of the work required under Annex "A" – Statement of Work | | |
| Estimated Tax | | |
| Maximum total payable under the contract including tax | | TBD |

1. The contract will be based on a fee for service (hourly rate) on an as-needed basis for up to a maximum of \$TBD.
2. Travel and Accommodation:
Actual travel expenses will be reimbursed at cost, in accordance with the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage-eng.asp), with no allowance for profit and/or administrative overhead.
 - a. All payments are subject to Federal Government Audit and must be supported by receipts.
 - b. All travel must have prior authorization of the Project Authority



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

Annex C Certifications

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



Request for Proposal # 84084-15-0001

RFP Closing date & time: February 2nd, 2015 at 10:00hrs MST.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

2.2.1 *SACC Manual* clause A3010T 2010-08-16 Education and Experience applies. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.2.2 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Bidder Name: _____

Authorized bidder representative: Name: _____

Signature and date: _____