



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

REQUEST FOR PROPOSAL
Engineering Facility Risk Assessment

Issuing Office:

National Energy Board
517 Tenth Avenue, S.W.
Calgary, Alberta
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 not to exceed \$ 50,000.00

Bidder name and address:

Telephone No.

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

Signature and date:



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Bid Solicitation and Resulting Contract

TABLE OF CONTENTS

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
3. Security Requirement

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. Task Authorization
8. Payment
9. Invoicing Instructions



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

10. Certifications
11. Applicable Laws
12. Priority of Documents
13. Ombudsman Clauses

List of Annexes:

Annex A Statement of Work
Annex B Basis of Payment
Annex C Certifications
Form A Task Authorization



Request for Proposal No. 84084-14-0295	RFP Closing Date and time: 10:00Hrs MST March 9th, 2015
--	---

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with this bid solicitation. Refer to Part 6-Section 1 of the 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 fifteen(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) (<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 2014-03-01 Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into 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, time and place 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 No. 84084-14-0295

RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

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:



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

- 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 separate or separately bound sections as follows:

- Section I: Technical Bid two (2) hard copies
Section II: Financial Bid one (1) hard copy



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Section III: Certifications one (1) hard copy

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) 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.



Request for Proposal No. 84084-14-0295	RFP Closing Date and time: 10:00Hrs MST March 9th, 2015
--	---

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

2.0 Evaluation Criteria

NOTE TO BIDDERS:

The Technical Proposal should address, but not necessarily be limited to, each rated criteria listed herein. The rated criteria will be used to evaluate the relative merits of your proposal. The evaluation will be based solely on the contents of your proposal. It is essential that the elements contained in your bid be stated clearly and in a concise manner. Failure to provide complete information will be to your disadvantage. It is recommended that your proposal address the rated criteria in sufficient depth to permit a proper and complete evaluation of your submission. Items not addressed will be given a score of zero.

Listing experience without providing any supporting data to prescribe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

References, including the name, address and a current telephone number, of an individual(s) who may be contacted are to be provided in order to verify experience claimed.

2.1 Mandatory Requirement

	Mandatory Requirement	Met or Not Met (Yes/No)	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
M1	The Bidder must provide the resume of the lead consultant proposed for the work		
M2	The Bidders lead consultant must be a professional engineer and have at least 10 years' experience performing engineering facility risk assessment		
M3	The resume submitted by the Bidder must provide examples of previous work done as proposed in the Statement of Work (SOW) and demonstrate the experience they have in completing previous work as noted in the SOW.		
M4	The Bidder must provide supporting material, particularly as this information pertains to the education, achievements, experience and work history of the Consultant.		
M5	The Bidder must provide references and contact information (email for telephone numbers) from the two most recent organizations for which services of a similar nature were provided.		



Request for Proposal No. 84084-14-0295	RFP Closing Date and time: 10:00Hrs MST March 9th, 2015
--	---

2.2 Point Rated Requirements

	Point Rated Requirement	Points
R1	Bidder has demonstrated their ability to meet the requirements outlined in the Statement of Work and Deliverables, including experience in conducting engineering facility risk assessments.	/35
R2	Bidder has demonstrated a thorough understanding of: <ul style="list-style-type: none"> • adequacy of the hazard assessment; • adequacy of the consequence analysis; • adequacy of the probability analysis; • adequacy of the risk acceptance criteria that have been used in the risk assessment; • adequacy of the risk analysis; and • adequacy of proposed design improvements for mitigation of risks 	/35
R3	The Bidder has demonstrated capacity to perform the scope of work: <ul style="list-style-type: none"> • Bidder has identified key personnel who may be assigned to provide services as described, including their résumés, with detail of their roles and responsibilities related to the work to be performed under the contract. 	/20
R4	The Bidder has demonstrated their ability to substitute personnel with the same qualifications and experience or better in the event of sickness, vacation, etc. to maintain quality, schedules and service standards.	/5
R5	The bidder has demonstrated familiarity with the National Energy Board, its regulations and its role.	/5
	Minimum points required to meet requirement. 70	/100

2. Basis of Selection - Highest Combined Rating of Technical Merit 80 % and Price 20%

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 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.



Request for Proposal No. 84084-14-0295	RFP Closing Date and time: 10:00Hrs MST March 9th, 2015
--	---

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) : $PS_i = LP / P_i \times 20$. 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):

$TMS_i = OS_i \times 80$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified therein, 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: $CR_i = PS_i + TMS_i$

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 therein 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

The Contractor and any personnel performing work under the Contract is required to have reliability level of security clearance prior to commencing any work under the Contract.

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



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B 2014-09-25 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 the date of contract award to March 31st, 2016 inclusive

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 T2P 0X8

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



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

The Project Authority for the Contract is:

Name: TBD _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

5.3 Contractor's Representative

The Contractors 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.



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

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;
- c. date of termination of employment;



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

- 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. Task Authorization

Minimum work guarantee – all the work

In this clause,

"*Maximum Contract Value*" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"*Minimum Contract Value*" means 5%.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Form A.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

3. The Contractor must provide the Project Authority within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization (TA), the Contractor will be paid a firm hourly rate as specified in the authorized TA. Customs duties are "included and Applicable Taxes are extra.

8.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 50,000.00. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8.3 Terms of Payment – Monthly

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;



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

- c. the Work performed has been accepted by Canada.

9. 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.

10. Certifications

10.1 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.

11. Applicable Laws

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

12. 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 2014-09-25;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's proposal dated TBD

13. Ombudsman's Clauses

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

ANNEX "A" STATEMENT OF WORK

Background:

Background:

The NEB is seeking to obtain a contractual resource to assist its own in-house specialists in the area of Engineering - Facility Risk Assessment. NEB seeks additional resources as it relates to the subject above is for the Energy East Project as filed 30 October 2014 by the proponent, Energy East Pipeline Ltd

Objective:

To review the Energy East Project application's facility risk assessment section (specifically with respect to marine terminals and tanks) and provide professional services to complement existing expertise and resources already at the NEB.

Application is available on the NEB's website at the following link:

<https://docs.neb-one.gc.ca/llengfllisapi.dll?func=ll&obild=2543426&obiAction=browse&viewTvoe=l>

Scope of Work

NEB is seeking technical expertise to assist it in understanding and evaluating the facility risk assessments that are filed for the Energy East project.

The contractor's responsibility will be to complement existing NEB knowledge and:

1. examine/assess the facility risk assessment and associated updates; and
2. provide NEB staff with expert technical advice in the following areas:
 - adequacy of the hazard assessment;
 - adequacy of the consequence analysis;
 - adequacy of the probability analysis;
 - adequacy of the risk acceptance criteria that have been used in the risk assessment;
 - adequacy of the risk analysis; and
 - adequacy of proposed design improvements for mitigation of risks

The Contractor will be expected to deliver expert advice in the form of oral or written communication depending upon the preference of the NEB staff. The NEB staff will maintain a record of deliverables received from the Contractor



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Deliverables:

The Contractor and NEB staff will reach agreement on the time required for completion of the following deliverables, all or some of them as required:

1. Review Energy East facility risk assessments and associated updates;
2. Work with NEB staff to identify adequacy of Energy East facility risk assessments and proposed mitigation measures. (Deliverable 1: assist the NEB staff in identifying the adequacy of Energy East facility risk assessment.);
3. Identify any gaps, deficiencies or unsubstantiated conclusions in the assessments, and work with NEB staff to obtain the appropriate information from the Applicant through the issuance of the Information Requests (IRs) (Deliverable 2: assist the NEB staff with IRs to the Applicant.); and
4. Examine applicant's IR Responses on receipt and determine the need for supplemental IRs. (Deliverable 3: assist the NEB staff with supplemental IRS to the applicant)



Request for Proposal No. 84084-14-0295	RFP Closing Date and time: 10:00Hrs MST March 9th, 2015
--	---

Annex "B"
Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization (TA), the Contractor will be paid a firm hourly rate as specified in the authorized TA for a total Contract price of \$ 50,000.00. Customs duties are "included and Applicable Taxes are extra

Requirement:	Rate per hour	Amount \$
Perform all of the work required as determined by the project authority under Annex "A" – Statement of Work	TBD	\$ 50,000.00
Estimated Tax		\$2,500.00
Maximum total payable under the Contract including tax		\$ 52,500.00

1. There is no travel or accommodation anticipated under this contract.



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.

2.2 Status and Availability of Resources

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

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



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Bidder Name: _____

Authorized bidder representative: Name: _____

Signature and date: _____



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Form "A" – TASK AUTHORIZATION
 AUTHORIZATION OF SERVICES TO BE PERFORMED
 ON AN AS-AND-WHEN-REQUESTED BASIS

Part 1 of 2

Contractor:	Contract No.: 84084-14-0295
Task Authorization No.:	Cost Center :
Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED – Statement of Work	
2.0 PERIOD OF SERVICES	
From:	To:
3.0 SERVICES TO BE PERFORMED FOR:	
3.1 Location (address) to perform the work:	
3.2 Number of Personnel required :	



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

4.0 AUTHORITIES	
Engineering lead:	Project Authority: Erin Dutcher



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Task Authorization part 2 of 2

SUPPLEMENTAL REPORT - AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN-REQUESTED BASIS

Task Authorization Number:

5.0 COST			
Category and Level of Personnel Name of Contractor's Personnel	Per Diem Rate	No. of Days to Perform the Tasks/Work	Total
	\$TBD		\$
	\$TBD		\$
		ESTIMATED COST	\$
		GST/HST	\$
		GRAND TOTAL	\$

You are requested to sell to Her Majesty The Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.

6.0 SIGNATURES		
Project Authority:	Signature:	Date:
Contracting Authority: Owuor Okiro Signature Required if TA value exceeds \$10,000	Signature:	Date:



Request for Proposal No. 84084-14-0295 RFP Closing Date and time: 10:00Hrs MST March 9th, 2015

Check Either Option	
<input type="checkbox"/> I accept this task authorization	
<input type="checkbox"/> I do not accept this task authorization because :	
<hr/>	
<hr/>	
Name of Contractor authorized to sign (type or print):	Title of Contractor authorized to sign (type or print):
Contractor 's Signature:	
Date:	