

National Energy Board



Office national de l'énergie

**REQUEST FOR PROPOSALS (RPF) - SOLICITATION #84084-170126**

**Tank Terminals and Marine Terminals Engineering Services**

**Enquiries:** All enquiries and bid submissions are to be directed to: Nafissa Diop

Telephone: (403) 390-3773

Email: [Nafissa.diop@neb-one.gc.ca](mailto:Nafissa.diop@neb-one.gc.ca) or

[proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca)

Issuing Office

National Energy Board  
517 Tenth Avenue  
Calgary, Alberta  
T2R 0A8

Vendor

TBD

**VENDORS NAME AND SIGNATURE**

\_\_\_\_\_  
Name (please print)                      Date

\_\_\_\_\_  
*Signature*

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 3**

    1.1 INTRODUCTION..... 3

    1.3 DEBRIEFINGS..... 3

**PART 2 - BIDDER INSTRUCTIONS ..... 4**

    2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS ..... 4

    2.2 SUBMISSION OF BIDS..... 4

    2.3 FORMER PUBLIC SERVANT ..... 4

    2.4 ENQUIRIES - BID SOLICITATION..... 6

    2.5 APPLICABLE LAWS ..... 6

    2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD ..... 6

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 7**

    3.1 BID PREPARATION INSTRUCTIONS ..... 7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 8**

    4.1 EVALUATION PROCEDURES ..... 8

    4.2 BASIS OF SELECTION..... 8

    BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE ..... 8

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 9**

    5.1 CERTIFICATIONS REQUIRED WITH THE BID..... 9

    5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION..... 10

**PART 6 - RESULTING CONTRACT CLAUSES..... 10**

    6.1 STATEMENT OF WORK ..... 10

    6.2 STANDARD CLAUSES AND CONDITIONS..... 12

    6.3 SECURITY REQUIREMENTS ..... 12

    6.4 TERM OF CONTRACT..... 12

    6.5 AUTHORITIES ..... 12

    6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 13

    6.7 PAYMENT..... 13

    6.8 INVOICING INSTRUCTIONS ..... 14

    6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 15

    6.10 APPLICABLE LAWS ..... 15

    6.11 PRIORITY OF DOCUMENTS ..... 15

    6.12 INSURANCE REQUIREMENTS ..... 15

**ANNEX "A" STATEMENT OF WORK**

**ANNEX "B" BASIS OF PAYMENT**

**ANNEX "C" TASK AUTHORIZATION FORM (TA)**

**ANNEX "D" TO PART 4-EVALUATION PROCEDURES AND BASIS OF SELECTION**

**ANNEX "E" TO PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **The Annexes include**

- ANNEX A - Statement of Work
- ANNEX B - The Basis of Payment
- ANNEX C- The Task Authorization Form
- ANNEX D- To Part 4 of the bid solicitation - Evaluation Procedures & Criteria.
- ANNEX E- To Part 5 – Certifications and Additional Information

### **1.2 Summary**

The National Energy Board (NEB) requires the services of a highly qualified, experienced pipeline engineer to support the NEB in evaluating the engineering-related filings during peak workload periods. Qualified engineer must be able to provide the NEB with “as and when required” consulting services to conduct analysis of engineering information filed with the NEB specifically to review Marine Terminal and Tank Terminal Design.

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, as modified below:

Section 03, delete "Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16)",

### **2.2 Submission of Bids**

Bids must be submitted by email to [nafissa.diop@neb-one.gc.ca](mailto:nafissa.diop@neb-one.gc.ca) or [proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca) by the date, time and place as indicated on page 1 of the bid solicitation.

Bid Closing Date and Time

**Date:** Aug 25, 2017

**Time:** 2:00 PM (MDT)

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### **2.3 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 FPSs, 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 FPSs 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.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### **2.5 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.

#### **2.6 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid 1(one) PDF copy by email
- Section II: Financial Bid 1(one) PDF copy by email
- Section III: Certifications 1(one) PDF copy by email

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Price Table in Annex "B" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **3.1.4 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under ANNEX E- To Part 5 – Certifications and Additional Information

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in ANNEX D – To Part 4 of the bid solicitation - Evaluation Procedures & Criteria.

#### **4.1.2 Financial Evaluation**

The Financial Evaluation is described in ANNEX “D” To Part 4 – Evaluation Procedures and Basis of Selection

### **4.2 Basis of Selection**

#### **Basis of Selection – Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting a, b, and c will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**EXAMPLE: Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Required with the Bid**

Bidders must submit duly completed certifications included in **ANNEX C-** to Part 5, Certifications and Additional Information as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Statement of Work

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

#### 6.1.2 Task Authorization

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.

##### 6.1.2.1 Task Authorization Process

#### Task Authorization:

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 Contracting Authority with a description of the task using the Task Authorization form specified in Annex C.
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.

3. The Contractor must provide the Contracting *Authority*, within 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 Contracting 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

### **6.1.2.2 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

*To be validly issued, a TA must be signed by the Contracting Authority, Technical Authority and Contractor*

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time. Suspension notice is effective upon receipt.

### **6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. 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% of the Maximum Contract Value.
2. 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.
3. 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.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## **6.2 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.

### **6.2.1 General Conditions**

[2035](#) 2016-04-04, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **6.2.2 Supplemental General Conditions**

4010 (2012-07-16) Supplemental General Conditions – Higher Complexity -Services, apply to and form part of the Contract.

## **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2018 inclusive

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Nafissa Diop  
Title: Procurement Officer  
Organization: National Energy Board  
Address: Suite 210, 517 Tenth Avenue SW, Calgary AB T2R 0A8  
Telephone: 403 390 3773

E-mail address: Nafissa.diop@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.

### **6.5.2 Technical Authority [To be provided at time of Contract award]**

The Technical Authority for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
Facsimile : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

The Technical 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 Technical Authority; however, the Technical 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.

**6.5.3 Contractor's Representative**

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
Facsimile : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

**6.6 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.

**6.7 Payment**

**6.7.1 Basis of Payment – Limitation of Expenditure – Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment *in Annex B*, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are *excluded* and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. 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 \$ **TBD** . Customs duties are *excluded* and Applicable Taxes are extra.
2. 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.
3. 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.
4. 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.

### **6.7.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **6.7.6 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

### **6.8 Invoicing Instructions**

1. 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.
2. Invoices must be distributed as follows:

- a. The original copy must be forwarded to the Project Authority for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10 Applicable Laws**

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

### **6.11 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 supplemental general conditions 4010 ( 2012-07-16) – Higher Complexity- Services;
- (c) the general conditions 2035 (2016-04-04) – Higher Complexity- Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C- The Task Authorization Form
- (g) the Contractor's bid dated (TBD),

### **6.12 Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**ANNEX "A"**  
**STATEMENT OF WORK**

**Title: Tank Terminals and Marine Terminals Engineering Services**

**Background:**

The National Energy Board (NEB) requires the services of a highly qualified, experienced pipeline engineer to support the NEB in evaluating the engineering-related filings during peak workload periods.

**Objective:**

Qualified engineer must be able to provide the NEB with "as and when required" consulting services to conduct analysis of engineering information filed with the NEB specifically to review Marine Terminal and Tank Terminal Design.

**Scope of Work:**

The selected contractor will provide expert advice to the NEB to assess filings with respect to engineering design and construction, pipeline and facility integrity, safety and risks, as well as proposed mitigation and prevention measures. The contractor will assess technical information with respect to compliance with the requirements of the NEB Act, Rules of Practice and Procedure, the Onshore Pipeline Regulations, CSA Z662 and the NEB Filing Manual. The work may also include the review of associated material received from outside parties related to the filing. The contractor is also expected to provide the NEB with expert technical advice regarding potential deficiencies and issues posed by the identified hazards or risks.

The technical reviews, evaluation and advice would be required for the following types of facilities in facility design, construction, operation and risk management:

- Tank terminals; and
- Marine terminals;

At a minimum, it is expected that the contractor will:

- Provide technical/engineering review, assessments, advice and professional opinions to the extent to which identified issues or information gaps are addressed in the filings and associated updates submitted by regulated companies;
- Provide expertise in reviewing responses to the NEB's Information Requests related to the above-noted topics;
- Review and assess information filed by external parties related to technical regulatory filings; and

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

**Deliverables:**

Each individual task will be initiated via a written Task Authorization, signed by the Project Authority and the selected Contractor. Each Task Authorization will specify the deliverables for that task and the expected timelines. Deliverables will typically be in the form of a discussion or written report providing analysis and advice.

Contractor must be fluent in English for both written and oral communication.  
Contractor will report directly to an NEB Director or other appointed technical authority.

**Exclusions:**

Contractor will be able to conduct the work at their own location.  
Office equipment (e.g. computer, telephone) would typically not be supplied.



**ANNEX "B"  
 BASIS OF PAYMENT**

The bidder must provide a firm hourly rate for all of the resource categories by completing price table below.

**Price Table**

Position	Contract award to March 31 2018		
	Hourly rate (s)	Estimated number of hours	Total
Senior Engineer- pipeline, mechanical, materials, risk, civil, structural (P.Eng more than 10 years' of experience)		TBD	
Intermediate Engineer-pipeline , materials, risk, civil, structural (P.Eng, minimum 5 years' of experience)		TBD	
Administrative Assistant		TBD	
Contract price including taxes not to exceed:			\$ 40,000.00

ANNEX "C"  
TASK AUTHORIZATION FORM (TA)

<b>TASK AUTHORIZATION</b>			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Financial Coding:</b>			
<b>Task Number:</b>		<b>Date:</b>	
<b>TA Request</b> <b>(For completion by Technical Authority)</b>			
<b>1. Description of Work to be Performed</b>			
<b>Statement of Work</b> [Insert details]			
<b>Description of any Deliverable(s) required</b>			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>	_____	<b>To:</b> _____

<b>3. Work Location</b>	
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<b>TA Proposal</b> <b>[For completion by Contractor]</b>
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<b>Proposed Resources/ project Team</b>
---

Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Hourly Rate	Estimated # of Hours	Total cost
<b>GST</b>				
<b>Grand Total</b>				

<b>TA Approval</b>
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<b>10. Signing Authorities</b>
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Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the NEB	NEB – Technical Authority	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of NEB ]	NEB- Contracting Authority	Date

### 11. Basis of Payment & Invoicing

In Accordance with the article entitled "Basis of Payment" in the Contract.

Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.

Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.

#### \* Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector (2011), shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from NEB regulated companies and, for the duration of a call-up under this standing offer, agrees to:

- Maintain confidentiality in all work conducted for the NEB;
- Maintain the independence of its staff working on NEB projects from its staff who may be working for NEB regulated companies on other projects;
- Not represent or work for parties or participants involved in any NEB proceeding (including the applicant or interveners) if it has been contracted by the NEB to provide services on said proceeding.
- Disclose any conflict of interest.

**ANNEX "D"**  
**To Part 4 – Evaluation Procedures and Basis of Selection**

**EVALUATION CRITERIA**

**MANDATORY CRITERIA**

	<b>Description of Requirement</b>	<b>Cross Reference to where criteria is met in the proposal</b>	<b>Met Yes/No</b>
<b>M1</b>	Bidder must provide the names of primary resources and their credentials (education, certification, years of relevant experience).		

**POINT RATED CRITERIA**

<b>POINT RATED TECHNICAL CRITERIA</b>			
	<b>Description of Requirement</b>	<b>Cross Reference to where criteria is met in the proposal</b>	<b>POINTS</b>
<b>R1.</b>	Bidder has demonstrated their ability to meet the requirements outlined in the Statement of Work and Deliverables, with examples of previously completed projects, in following areas:		/50
	1. Marine terminals design, construction or operation (25 points)		
	2. Hydrocarbon storage terminal design, construction or operation (25 points)		
<b>R2.</b>	The bidder should demonstrate that the key personnel assigned to the proposed project by role reflect the appropriate level of expertise, experience, and suitability to the nature and scope of the project.		/25

<b>R3</b>	The bidder has demonstrated their ability to start the work as soon as the contract is awarded		/25
Points obtained in the evaluation:			/100
Minimum number of points required in this section to be declared responsive: 60			<b>TOTAL</b> /100

**ANNEX "E"**  
**To Part 5 – Certifications and Additional Information**

**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.

**Education and Experience**

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.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**NON – DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as a contractor or subcontractor of the National Energy Board, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract 84084-170126 between Her Majesty the Queen in right of Canada, and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract 84084-170126.

Printed name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**\* Conflict of Interest**

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Sector (2011), shall derive any direct benefit from this Contract.

The contractor agrees to maintain financial independence from NEB regulated companies and, for the duration of the contract, agrees to:

- Maintain confidentiality in all work conducted for the NEB;
- Maintain the independence of its staff working on NEB projects from its staff who may be working for NEB regulated companies on other projects;
- Not represent or work for parties or participants involved in any NEB proceeding (including the applicant or interveners) if it has been contracted by the NEB to provide services on said proceeding.

The contractor agrees to disclose any conflict of interest

I agree.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date