

RETURN BIDS TO:

National Energy Board
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: proposals.propositions@neb-one.gc.ca

REQUEST FOR PROPOSAL

Comments

This documents contain security requirement.

Proposal To: National Energy Board

We hereby offer 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 goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Title	
Indigenous Monitoring Services for the Keystone XL Pipeline Project	
Solicitation No.	Date
84084-19-0063	2019-05-24
Solicitation Closes	Time Zone
at 02 :00 PM – 14h00	Mountain Daylight Saving Time (MDT)
on 2019-06-17	
F.O.B.	
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address inquiries to:	
Jenny Gong	
Area code and Telephone No.	Facsimile No. / E-mail
	Jenny.gong@neb-one.gc.ca
Destination – of Goods, Services, and Construction:	
Calgary, AB	

Instructions: See Herein

Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date

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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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The National Energy Board (NEB) is seeking service contract on “as and when requested” basis through an approved Task Authorization with Indigenous businesses to partner with the NEB to introduce an “Indigenous Monitoring Program” for inspections of the construction activities for TransCanada’s Keystone XL pipeline project (KXL). The NEB wants local Indigenous Monitors to participate in field inspections with NEB Inspection Officers.
- 1.2.2 It is Canada’s intension to issue up to four (4) Contracts. The period of Contract will be from the date of award for one year, with two additional one year option periods.
- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.
- 1.2.4 Set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB).

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.2.5 The Bidder must declare all:

- Current business dealings, employment relationships or contracts with TC Energy (previous name: TransCanada Corporation), TransCanada Keystone Pipeline GP Ltd., or any of its contractors or subcontractors or affiliates working on the TransCanada Keystone XL Pipeline Project.
- The Bidder must describe all of the above relationships including name of contracts, parties to contracts, types of work being performed, term of contract in the bid submission.
- The Bidder will be **ineligible** for the Bid if it is determined by the NEB to be in a conflict of interest as a result of an existing relationship with TC Energy, TransCanada Keystone Pipeline GP Ltd., or its contractors or subcontractors or affiliates working on the TransCanada Keystone XL Pipeline Project.
- The Bidder also must declare any future business dealings, employment relationships or contracts with TC Energy, TransCanada Keystone Pipeline GP Ltd., or any of its contractors or subcontractors or affiliates working on the TransCanada Keystone XL Pipeline Project that are pending or awarded at the time of commencing the Bid.

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](#) (2018-05-22) 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: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to the National Energy Board (NEB) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Due to the nature of the bid solicitation, bids transmitted by facsimile to NEBPWGSC 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:

Date 2019-05-16

- 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 10 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 SACC Manual Clauses

A7036T (2007-05-25) List of Proposed Subcontractors

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 one PDF copy by email,
Section II: Financial Bid one PDF copy by email,
Section III: Certifications 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 and describe their approach 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 Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "H" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "H" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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

4.1.1.1 Mandatory Technical Criteria

ANNEX J to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection

4.1.1.2 Point Rated Technical Criteria

ANNEX J to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

ANNEX J to Part 4 of the bid solicitation - Evaluation Procedures and Basis of Selection

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

Basis of selection is described in ANNEX "J" To Part 4 of the bid solicitation – Evaluation Procedures and Basis of Selection

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 the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the PSAB requirements;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the PSAB requirements ; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the PSAB requirements.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 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.

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.

Signature: _____ Date: _____

5.2.4.2 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.

Signature: _____ Date: _____

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security requirement promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

7.1.1 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.

7.1.1.1 Task Authorization Process

7.1.1.1.1 The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex G.

7.1.1.1.2 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 (bases) and methods of payment as specified in the Contract.

7.1.1.1.3 The Contractor must provide the Project Authority, within 10 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.

7.1.1.1.4 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.

7.1.2 Minimum Work Guarantee - All the Work - Task Authorizations

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

"Minimum Contract Value" means two (2) percentage of the Maximum Contract Value.

7.1.2.2 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.

7.1.2.3 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.

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

7.2 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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must sign a Confidentiality Agreement,

attached at Annex D that will dictate the treatment of PROTECTED information.

2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the National Energy Board (NEB).
4. The Contractor/Subcontractor must comply with the provisions of the:
 - a. Criminal Record Check Requirements, attached at Annex C; and
 - b. Confidentiality Agreement, attached at Annex D.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract for one year.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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 15 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jenny Gong
Procurement Technical Analyst
National Energy Board
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada, T2R 0A8

Telephone: 403-470-1748
Facsimile: 403-292-5503
E-mail address: jenny.gong@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.

7.5.2 Project Authority

The Project Authority for the Contract is: (TBD)

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.

7.5.3 Contractor's Representative (fill by bidder)

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

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

7.6 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

7.7 Multiple Contracts (if applicable)

As more than one contract has been awarded for this requirement of Work specified in the Statement of Work, in Annex A, the Project Authority will contact the best fit contractor based on the requirement to determine if the requirement can be satisfied by that Contractor.

7.8 Payment

7.8.1 Basis of Payment - Firm Unit Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.8.2 Limitation of Expenditure- Cumulative Total of all Task Authorizations

7.8.2.1 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 included and Applicable Taxes are extra.

7.8.2.2 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.

- 7.8.2.3** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- when it is 75% committed, or
 - four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 7.8.2.4** 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.

7.8.3 Monthly Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

7.8.4 Electronic Payment of Invoices – Contract

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

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

7.8.5 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

7.8.6 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

7.9 Invoicing Instructions

- 7.9.1** 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.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- 7.9.2** Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the following address for certification and payment:

The Project Authority of the Contract

7.10 Certifications and Additional Information

7.10.1 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.

7.10.2 SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification

7.11 Applicable Laws

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

7.12 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;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, RCMP Criminal Record Check Requirements;
- (g) Annex D, Confidentiality Agreement;
Annex E, Conflict of Interest Agreement
- (h) Annex F, Insurance Requirements;
- (i) Annex G, Task Authorizations Form;
- (j) the Contractor's bid dated _____, (*insert date of bid*)

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The

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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

Title: Indigenous Monitoring Services in support of the National Energy Board (NEB) compliance verification inspections for the Keystone XL Pipeline Project

1 Objective

The National Energy Board (NEB) is seeking service contract on an "as and when requested" basis through approved Task Authorization (s) with Indigenous businesses to partner with the NEB to introduce an "Indigenous Monitoring Program" for inspections of the construction activities for TransCanada's Keystone XL pipeline project (KXL) ¹. The NEB wants local Indigenous Monitors to participate in field inspections with NEB Inspection Officers.

The goals of the Indigenous Monitoring Program are:

- To contribute to the prevention of harm to the local communities' traditional ways of life related to the pipeline construction activities.
- To integrate Indigenous knowledge, values and perspectives into the compliance verification activities of the NEB related to the environmental, safety, and socio-economic aspects of the Keystone XL (KXL) Pipeline expansion project.

2 Background

The National Energy Board (NEB), an independent federal regulator, located in Calgary, Alberta, is a court of record with the powers, rights and privileges of a superior court, established in 1959 by the *National Energy Board Act*. The mandate of the NEB is to promote safety and security, environmental protection and economic efficiency in the Canadian public interest, in the regulation of pipelines, energy development and trade.

The Board reports to Parliament through the Minister of Natural Resources. The Board regulates inter-provincial and international pipelines, international power lines, the export and import of energy, and tolls and tariffs, as well as oil and gas activities on frontier lands. The Board deals with highly visible, publicly debated matters of strategic importance to Canada and its economic, social and environmental future.

Read more about the NEB on our website: <http://www.NEB-ONE.gc.ca>

The NEB is an active participant and supporter of the Indigenous Advisory and Monitoring Committees (IAMCs) on the Trans Mountain Pipeline and the Enbridge Line 3 Pipeline. These IAMCs bring together Indigenous leaders and senior federal representatives to provide advice to regulators, and to monitor construction activity for the Trans Mountain Pipeline and the Enbridge Line 3 Pipeline. IAMC Members have a shared goal of safety and protection of environmental and Indigenous interests in the lands and waters.

¹ Funding for this program is provided by the National Energy Board in the form of a fee for service contract and is distinct from any Indigenous Construction Monitoring Program the proponent may establish.

While there is no “IAMC” for oversight of the Keystone XL project, the success of these programs is a driver for the NEB to establish an Indigenous Monitoring Program for inspections of KXL construction activities.

TC Energy (previous name: TransCanada Corporations) submitted its application for the Keystone XL pipeline in July 2008. After conducting a public hearing process, the NEB approved KXL in March 2010. KXL would be a 36” pipeline stretching from Hardisty, Alberta to Steele City, Nebraska, crossing through Saskatchewan, Montana and South Dakota. Approximately 525 km of the line is located in Canada (from Hardisty, AB to Monchy, SK) and is under the NEB’s regulatory jurisdiction. Over 90% of the Canadian portion will be located alongside or contiguous to existing rights-of-way.

3 Terminology

- **IAMC** – Indigenous Advisory and Monitoring Committee
- **IO** - Inspection Officer
- **NEB** – National Energy Board
- **KXL** – TransCanada Keystone XL Project
- **Proponent** – TransCanada Keystone Pipeline GP Ltd. and all contractors, subcontractors, affiliates or assigns
- **TMX** – Trans Mountain Expansion Project
- **Line 3** – Enbridge Line 3 Project
- **Contractor** – the party that is contracted by the NEB to hire, retain, manage, contract or employ Indigenous Monitors
- **Indigenous Monitors or IMs** – individuals hired, retained, employed or contracted by the Contractor(s) that work with NEB Inspection Officers to conduct inspection activities
- **Competent** –in relation to a person, means adequately qualified, suitably trained and with sufficient experience to safely perform work without supervision or with only a minimal degree of supervision

4 Reference Documents

- TransCanada Keystone XL website:
 - o <https://www.transcanada.com/en/operations/oil-and-liquids/keystone-xl/>
- KXL Application, Board Decisions, and other Regulatory Documents filed with the NEB:
 - o <https://apps.neb-one.gc.ca/REGDOCS/Item/View/550305>
- IAMC (Trans Mountain):
 - o <http://iamc-tmx.com/>
- IAMC (Line 3):
 - o <http://iamc-line3.com/>

5 Requirements

5.1 Overview of Work

The Contractor(s) will employ and train Indigenous Monitors as well as manage the logistical and administrative requirements of their work. The Contractor must hire Competent Indigenous Monitors from multiple Indigenous communities in order to provide greater coverage in terms of geography and community-specific interests. To this end, it would benefit the Contractor to have existing positive relationships with multiple Indigenous communities and be willing to engage those relationships and to develop new relationships in order to hire and train the Indigenous Monitors in a timely manner.

5.2 Tasks

5.2.1 The roles and responsibilities of Contractors includes, but is not limited to, the following:

5.2.1.1 Identify, employ and prepare Indigenous Monitors

- a) Identify, interview, and hire Competent Indigenous Monitors.
- b) Ensure IMs have required training and certifications (*see Appendix#1 - Training and Equipment Requirements*), which will include:
 - 1) Mandatory safety training,
 - 2) Contractor-organized training that includes discussion of local traditional knowledge among other topics; and
 - 3) NEB-organized training.
- c) Procure and ensure IMs have required personal protective equipment and that they are using it appropriately (*see Appendix #1 - Training and Equipment Requirements*).
- d) Ensure IMs complete required criminal record checks and sign and adhere to a confidentiality agreement.
- e) Ensure IMs are covered by appropriate insurance, including Workers' Compensation Board coverage and appropriate liability insurance (*see Annex F - Insurance Requirements*).
- f) Develop and/or maintain appropriate health and safety practice;
- g) Develop and maintain a safety-first focused work culture.
- h) Promote effective, professional working relationships with NEB inspection staff.

5.2.1.2 Support Indigenous Monitors in their understanding of the KXL Indigenous Monitoring Program Objectives and the specific roles and responsibilities of the Indigenous Monitors

- a) Meet with the NEB to outline the processes to be followed in the administration of the contract and to develop understanding of the NEB's role in conducting field inspections.
- b) Engage local Indigenous Communities along the pipeline route to develop an understanding of the local interests and concerns, as well as to facilitate resourcing for the inspection activities.
- c) Ensure there is a local Elder or other appropriate resources available to consult with monitors if they have specific questions.
- d) Develop and deliver Contractor-Organized Training in order to help the IMs understand their role in the NEB field inspections in the prevention of harm to the land, people and environment (*see Appendix #1: Training and Equipment Requirements*).
- e) Support the IMs in coordinating logistics and preparing journey management plans (e.g. method of travel, primary routes, emergency contact information, and potential hazards).

5.2.1.3 Support Indigenous Monitors' participation in Inspection activities

- a) Coordinate IMs' participation in NEB safety and environmental field inspections (i.e. confirming IMs' availability and scheduling travel logistics).
- b) Ensure IMs complete NEB required documentation or documentation required by applicable laws (i.e. hazard assessments, monitoring reports).

- c) Support IMs in their communication with NEB staff related to the inspections.

5.2.1.4 Administer financial documentation and reporting

- a) Administer IMs' salary and travel expense reimbursement associated with training and monitoring activities
- b) In collaboration with other NEB resources, ensure IMs complete required documentation (e.g. expense reports, corporate incident reports)
- c) Consent to a criminal record check by the local police of jurisdiction.
- d) Execute a confidentiality agreement requiring the Contractor and Indigenous Monitors to keep all information including but not limited to, draft inspection reports, documentation, photographs, logs, data, obtained during the course of work with the NEB confidential unless and until the information is made publicly available in an explicit manner.
- e) Comply with and sign a Conflict of Interest Agreement.

5.2.2 The roles and responsibilities of Indigenous Monitors include but may not be limited to the following:

5.2.2.1 Complete required training and security clearances

- a) Obtain any required safety or skills certifications or training as determined by applicable laws, the NEB, the Proponent and/or Contractor.
- b) With support of the Contractor, obtain any required personal protective equipment as determined by applicable laws, NEB, the Proponent, and/or employer and use it appropriately, and pursuant to manufacturing specifications.
- c) Consent to a criminal record check by the local police of jurisdiction.
- d) Execute a confidentiality agreement requiring the Contractor and Indigenous Monitors to keep all information including but not limited to, draft inspection reports, documentation, photographs, logs, data, obtained during the course of work with the NEB confidential unless and until the information is made publicly available in an explicit manner.
- e) Comply with and sign a Conflict of Interest Agreement.

5.2.2.2 Prepare for Inspection Activities

- a) Work with NEB Inspection Officers (IOs) before work activities commence to provide an Indigenous perspective into the scope of the pipeline inspection.
- b) If appropriate, or at NEB request, engage with Indigenous communities, Elders, knowledge keepers, or other technical specialists to understand the local traditional ecological knowledge (TEK) relevant to the Project and scope of the inspections (note, the information received during engagements may be identified as confidential).
- c) Read and review:
 - 1) documentation, including regulatory filings and protection plans, studies and evidence submitted by the proponent and provided to the NEB by local Indigenous communities, and
 - 2) relevant regulatory policies and procedures (e.g. mitigation strategies and protocols for cultural artifacts found in construction zones) to build awareness and determine if they relate to local Indigenous concerns.

5.2.2.3 Conduct Inspection Activities (see Appendix #2 - Checklist for IM Field Activities)

- a) Participate in field inspection activities, which will include:
 - 1) Travel to remote locations and staying overnight for extended periods of time (~4 nights per activity);
 - 2) Driving with the Inspection Officers on rough terrain associated with the project right-of-way;
 - 3) Walking active oil and gas construction sites in all weather conditions; and
 - 4) Exposure to site and environmental hazards with a heightened potential for personal injury.
- b) Provide input to NEB inspection staff that is relevant to the prevention of harms regarding:
 - 1) Indigenous perspectives, including traditional and contemporary land use, cultural artifacts, traditional ecological knowledge, heritage resources, culturally significant, and/or spiritual or sacred sites and regions; and
 - 2) Corrective actions when a non-compliance is identified.
- c) Take notes and/or photos documenting relevant observations in a field notebook.
- d) Meet with the NEB staff and then the proponent to discuss observations made during the inspection activities.

5.2.2.4 Participate in Follow-Up To Inspection Activities

- a) Write reports and/or complete documentation as required to be appended to the official NEB inspection report and made public as part of the NEB Transparency policy.
- b) Review corrective actions identified in response to observed non-compliances.

The Contractor will be required to ensure that all of the above requirements are also reflected in its subcontract provisions or employment terms with the Indigenous Monitors.

Note: The NEB anticipates the inspections will have variable start and end dates.

5.3 Timeframe and Delivery Dates

The KXL Indigenous Monitoring Program will be conducted during the construction phase of the Keystone XL Pipeline Project. The proponent plans to start construction of the pipeline in July 2019 and finish construction of the Canadian portion by December 2020.

At this time, the NEB is planning to conduct approximately 8 safety and/or environmental inspections for the construction of KXL. For each of these inspections, up to 2 Indigenous Monitors will accompany the assigned NEB Inspection Officers.

6. Conflicts of Interest

The Contractor must disclose any conflicts of interest as defined in ANNEX E – Conflict of Interest Agreement.

7. Appendix list is included in this Annex A, Statement of Work as follows:

- a) Appendix#1 Training and Equipment Requirements for Indigenous Monitors
- b) Appendix #2 Indigenous Monitors (IM) - Field Oversight Activity Checklist

APPENDIX#1 Training and Equipment Requirements for Indigenous Monitors

For the purposes of this Indigenous Monitoring contract, all Contractors must ensure that their Indigenous monitors are:

- adequately qualified and trained to do the assigned work; and
- equipped with mandatory personal protection equipment, vehicle safety equipment and devices used for information gathering.

The NEB requires the following (which may be in addition to the Contractor's requirements):

1. Provide proof of completion for each of the following courses and certifications, for each of the Indigenous Monitors prior to participation in field inspections:

TRAINING AND CERTIFICATIONS

- Standard First Aid
- H2S Alive
- Pipeline Construction Safety Training (PCST)
- Globally Harmonized System for the Classification of Labelling of Chemicals (GHS) (aka WHIMIS)

- Additional Contractor Organized Training, which *could* include:
 - discussion of local traditional ecological knowledge that has been collected through engagements;
 - specialized pipeline inspection training (e.g. *Beahr Pipeline Inspection Training*);
 - additional Contractor requirements (e.g. reporting styles, hazard assessment, travel approvals and journey management plans, driver's licence and insurance requirements, etc.); and
 - communications with stakeholders, including the NEB, the Company, etc.

- NEB Organized Training:
 - Dates: to be determined (tentative: July 2019; approximately 4 days)
 - Location: to be determined (tentative: NEB's Calgary office)
 - Training Modules (subject to change):
 - Indigenous Monitor Job Description
 - Introduction to Pipelines
 - NEB inspection workflow
 - Keystone XL Condition Requirements
 - Issue Management Process
 - Note taking and reporting

- Pipeline company orientation (online)
- Construction contractor orientation (before start of first inspection)

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2. Ensure that each of the Indigenous Monitors is equipped with the following for the field inspections:

EQUIPMENT

- Personal Protective Equipment (PPE), *at minimum includes*:
 - Fire-retardant (FR) Coveralls (nomex) or long pants and long sleeves (natural fibers – not synthetic);
 - Hard hat – Type 2, Class E;
 - FR gloves;
 - Steel-toed boots Safety glasses (CSA approved);
 - High Visibility Vest (Class 2);

and, as appropriate:

 - Winter FR Coveralls (nomex);
 - Winter FR hardhat liner;
 - Winter FR gloves;
 - Winter steel-toed boots.
- Vehicle safety equipment
 - Fire extinguisher;
 - First Aid Kit;
 - Safety Whip which extends 3' above cab of vehicle.
- Communications and Documentation Equipment
 - Cell phone with a camera;
 - Stationary.

APPENDIX #2 Indigenous Monitors (IM) - Field Oversight Activity Checklist

NOTE: *This checklist is intended to provide context as to how Indigenous Monitors are expected to support of NEB inspection activities. It also is intended to demonstrate how the NEB will meaningfully consider the IM input received in planning during conduct and through follow up an inspection activity. A review of each step needs to be undertaken between the NEB and prospective employer to ensure understanding and improve approaches where warranted.*

Pre-Inspection

Done N/A

Upon confirmation of the location of an upcoming inspection and Team Members:

- Confirm the geographic scope of the inspection activity (e.g. traditional use area, Province) and proposed timeframe. Review the communities Traditional Use History that lie within the scope of the inspection activity. Your employer may have compiled existing knowledge from project documentation which should be able to provide with you initial guidance. At times you may wish to gather/confirm local knowledge in discussions with local elders. Sources of information include: TransCanada Keystone XL regulatory submissions, and recent reports from other Indigenous Monitors (IM's) or NEB inspection reports.
- Review the company commitments outlined in the application documents related to Indigenous concerns in the area.
- Develop priority list of issues/sites which you would like to see in the inspection scope, referencing relevant company documentation (e.g. EPP, alignment sheets, manuals). Sacred Sites, Ceremonial Sites, Prayer Sites, Oral History Sites, Historic Trails, Grave Sites, Gathering Sites, Berries, Medicinal, Mineral, Quarry/Stone, Camping sites, Culturally, Modified Trees, Canoe-Making Sites, Historic Cabins and Cabin Remains, Hunting, Trapping, Fishing sites should be marked on company "alignment sheets" if they are known to be present.
- Participate in an initial teleconference with the assigned Inspection Officers to discuss respective priority lists. Review your priority areas and confirm a scope of the activity together with the NEB Inspectors.
- Save all information gathered and prepared pre-inspection as per your employer/community requirements keeping in mind the need for confidentiality of some materials.
- Take Company online safety and/or environment training as required.
- Participate in the completion of the NEB Risk Assessment and Journey Management Form with NEB Inspection Officers.
- Complete your travel arrangements.

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- Share your with completed Risk Assessment Form, map showing areas to be inspected and traveled, Journey Management Form (if completed), and Travel Itinerary (if completed) with your employer.
- Participate in a second teleconference with the assigned Inspection Officers to finalize the inspection scope and plan.
- Prepare material and equipment to bring on inspection (e.g. documents, laptop/tablet, cellphone, batteries/chargers, notebook, GPS, camera, map(s) of area, PPE, personal ID, safety training certifications, list of contacts i.e. local elders etc.).

Inspection

Done **N/A**

- Participate in an opening meeting with NEB IOs and company representatives, covering topics listed in the scope of your activity and or priority areas.
- Attend company project and/or site-specific safety and environment orientation(s).
- Take notes in a notebook during inspections recording relevant observations as per your "Note Taking" training.
- Take photos that are relevant to observations made and non-compliances observed. Be sure to note the photos taken and their relevance in your notebook.
- Maintain an open dialogue and discuss any potential or determined non-compliance with NEB IO's and company representative(s). Discuss corrective action(s) and an appropriate timeline to implement the corrective actions. As an Indigenous Monitor you are welcome to ask questions of clarification or to seek understanding of how our why something is occurring in addition to the focus on compliance verification.
- Share your recommendations with NEB IO's on appropriate compliance or enforcement actions to be considered and work with the NEB IO to identify the most specific and appropriate regulatory requirement.
- If the NEB IO is unable to fully or satisfactorily take your corrective action advice, or if your concern is not compliance-related, note the matter for reference to the Issue Management Process (which, in general, will start after the inspection concludes and your observations are shared in writing with the IOs).
- Review your activity notes to be able to highlight your areas of concerns to the NEB IO's first at a Compliance Activity Team meeting and then to the regulated company at a close out meeting.
- Be prepared to discuss with the IOs whether additional information from the regulated company may be required to determine if a non-compliance is occurring.

Done **N/A**

- Participate in a close-out meeting with NEB IO and company representatives to review the inspection observations relevant to the Indigenous concerns and discuss any follow-up items. It is recommended that the close-out meeting be held in the field with the company representatives who were present on the inspection.

Post-Inspection

Done **N/A**

- Submit your travel expenses to the employer as required by the employer.
- Each Monitor should complete their own summary of observations and issues (a report) within 10 business days of the close-out meeting). Note: you may be required to work with your employer to complete a QA/QC review of the draft Report.
- Send a link/copy of the draft Report to the NEB within 10 business days of the close-out meeting. The IM reports will be photocopied and attached to the NEB Report documents. The public will have access to the IM reports through Access to Information. The NEB staff and the regulated company will have a chance to review the observations for fact-based inaccuracies and sensitive information² and the IM's and the regulated company will have a chance to review NEB reports for fact-based inaccuracies and sensitive information. This step is in place to ensure all parties involved in the inspection activity are aware of the contents of the separate "reports".
- If appropriate, provide feedback on activity value and effectiveness of company mitigation can be provided to your employer.
- All inspection activity notebooks must be returned to them upon completion of your activities.

Compliance and Enforcement Follow-Up

Done **N/A**

- You may be contacted by NEB staff to assess corrective actions or follow-up or on company responses or submissions made for outstanding Information Requests and/or compliance tools. If requested provide feedback via email to NEB IO who will consider and include comments as required in the NEB Operations Regulatory Compliance Application (ORCA) to complete the NEB compliance follow-up record.
-

ANNEX "B"

BASIS OF PAYMENT

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Annex A - Statement of Work, the Contractor will be paid a firm unit rate as specified in these tables below. Customs duties are included and Applicable Taxes are extra.
2. The Contractor must provide values for the cells below with grey shading.
3. The table below provides some assumptions that may be subject to change during the contracting process. These assumptions include:
 - the hours of work per IM per inspection (125),
 - the number of inspections (8),
 - the number of IMs per inspection (2), and
 - the total number of IMs hired (8).
 - The quantities as shown in Annex "B" are estimated usages, and for evaluation purposes only, and will not form part of the final Contract.
4. Travel costs are excluded from this bidding process. The Contractor will be reimbursed for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to audit by Government of Canada or its authorized contractors or consultants.

TABLE 1 Costs for Contractor's Administration						
Line Item and Calculations	Cost Component	Quantity	Bid Price Contract Year 1	Bid Price Contract Year 2	Bid Price Contract Year 3	Notes and References
1	Hours for hiring Indigenous Monitors (per IM)	hours	n/a	n/a	n/a	Note: this includes work directly associated with the hiring process; some of the costs for "community engagement" in lines 5 & 6 could be associated with hiring, but should not be double counted.
2	Cost for hiring activities per hour	n/a	\$ -	\$ -	\$ -	See Annex A - "Statement of Work"
3	Hours for training Indigenous Monitors (per IM)	hours	n/a	n/a	n/a	Note: this only includes the Contractor's administration costs; other training costs are captured in Table 3.
4	Cost for training activities, per hour	n/a	\$ -	\$ -	\$ -	See Annex A - Appendix #1 to Annex A "Training and Equipment Requirements for IMs"
5	Hours for community engagement and research per inspection per IM	hours	n/a	n/a	n/a	Note: this includes engaging local Indigenous communities along project route and collecting information to help prepare the IMs for the inspections.
6	Cost for engagement and research per hour	n/a	\$ -	\$ -	\$ -	See Annex A - "Statement of Work" and Appendix #, "Training and Equipment Requirements for IMs"
7	Hours for coordination of inspection activities (per IM)	hours	n/a	n/a	n/a	Note: this includes logistics, payroll administration, reporting, etc.; Assume each of the 8 IMs attend 2 inspections (for a total of 16 IM inspections activities)
8	Cost for coordination of inspection activities per hour	n/a	\$ -	\$ -	\$ -	See Annex A - "Statement of Work"
9	Indigenous Monitors	8	n/a	n/a	n/a	
A# = 9 * ((1*2)+(3*4)+(5*6)+(7*8))	SUBTOTAL - Contractor's Administration costs		\$ -	\$ -	\$ -	
A = A1+ A2+A3	TOTAL Contractors Administration Costs for three years	\$ -	(A1)	(A2)	(A3)	

TABLE 2 <i>Costs for Inspections (excluding travel)</i>						
Line Item and Calculations	Cost Component	Quantity	Bid Price Contract Year 1	Bid Price Contract Year 2	Bid Price Contract Year 3	Notes and References
1	Hours of work / IM / Inspection	125 hours	n/a	n/a	n/a	Note: the 125 hours of work is an approximation based on 5 days for the inspection at 10 hours per day, and a total of 75 hours for pre and post inspection activities.
2	Estimated Number of Inspections	8 inspections				
3	Estimated Number of IMs per Inspection	2 IMs				
4	IM Fee per hour	n/a	\$ -	\$ -	\$ -	
B# = 1*2*3*4	SUBTOTAL - IMs inspections fee	n/a	\$ -	\$ -	\$ -	See: Appendix #2 to Annex A "Checklist for IM Field Activities"
B = B1+ B2+B3	TOTAL IMs Fees for three years	\$ -	(B1)	(B2)	(B3)	
5	Honoraria for Elders (visits per inspection)	visit	n/a	n/a	n/a	
6	Honoraria for Elders (average dollars per visit)	n/a	\$ -	\$ -	\$ -	
7	Estimated Number of Inspections	8 inspections	n/a	n/a	n/a	
C# = 5*6*7	SUBTOTAL - honoraria amount for Elders		\$ -	\$ -	\$ -	
C = C1+ C2+C3	TOTAL honoraria amount for three years	\$ -	(C1)	(C2)	(C3)	

TABLE 3 Costs for Training (excluding travel)						
Line Item and Calculations	Cost Component	Quantity	Bid Price Contract Year 1	Bid Price Contract Year 2	Bid Price Contract Year 3	Notes and References
1	Cost of minimum safety/policy training per IM	n/a	\$ -	\$ -	\$ -	See: Appendix #1 to Annex A "Training and Equipment Requirements for IMs"
2	Cost of Professional Services for Contractor organized training per IM	n/a	\$ -	\$ -	\$ -	This cost should exclude the Contractors' Administrative costs, which are included in Table 1.
3 = 1*2	training services costs per IM	n/a	\$ -	\$ -	\$ -	
4	Count of training days per IM	days	n/a	n/a	n/a	Note: Training costs should exclude NEB Organized Training.
5	IM Fee per Training Day	n/a	\$ -	\$ -	\$ -	However, the IM Fee per training day will apply to NEB Organized Training.
6 = 4*5	IM training fees per IM	n/a	\$ -	\$ -	\$ -	
7 = 3 + 6	Estimated Training Costs per IM	n/a	\$ -	\$ -	\$ -	Note: this is training services costs plus monitors' training salary
8	Estimated Number of IMs to be trained	8 IMs	n/a	n/a	n/a	
D# = 7*8	SUBTOTAL - training costs	n/a	\$ -	\$ -	\$ -	
D = D1+ D2+D3	TOTAL Training Costs for three years	\$ -	(D1)	(D2)	(D3)	

TABLE 4 <i>Costs for Equipment</i>						
Line Item and Calculations	Cost Component	Quantity	Bid Price Contract Year 1	Bid Price Contract Year 2	Bid Price Contract Year 3	Notes and References
1	Cost for PPE per IM	n/a	\$ -	\$ -	\$ -	See: Appendix #1 to Annex A, "Training and Equipment Requirements for IMs" Note: Equipment cost should exclude vehicle safety equipment (a travel cost).
2	Cost for Communications and Documentation Equipment per IM	n/a	\$ -	\$ -	\$ -	
3	Estimated Number of IMs to be equipped	8	n/a	n/a	n/a	
E = 1*2*3	SUBTOTAL - cost of Equipment	n/a	\$ -	\$ -	\$ -	
E = E1+E2+E3	TOTAL Equipment Costs for three years	\$ -	(E1)	(E2)	(E3)	

TABLE 5					
Summary of Bid Price					
Line Item and Calculations	Subtotal		Bid Price Contract Year 1	Bid Price Contract Year 2	Bid Price Contract Year 3
A	Contractor's Administration Costs		\$ -	\$ -	\$ -
B	Indigenous Monitors' inspections fees		\$ -	\$ -	\$ -
C	Honoraria for Elders		\$ -	\$ -	\$ -
D	Training (training services and IMs training fees)		\$ -	\$ -	\$ -
E	Equipment Costs		\$ -	\$ -	\$ -
F = A + B + C + D + E	Total Bid Price		\$ -	\$ -	\$ -
F = F1+ F2+F3	TOTAL Bid Price for three years	\$ -	(F1)	(F2)	(F3)

ANNEX “C”

CRIMINAL RECORD CHECK REQUIREMENTS

For participation in the NEB’s Indigenous Monitoring Program for inspections of the TransCanada Keystone XL Pipeline Project construction activities (KXL Indigenous Monitoring Program)

1. The Indigenous Monitoring Contractor, (i.e. the organization with a contract with the National Energy Board (NEB) to employ Indigenous Monitors) will request a criminal record check from their Police of Jurisdiction, such as the RCMP or municipal police service. The Contractor will also direct potential Indigenous Monitors to request a criminal record check from their Police of Jurisdiction. The provider may or may not take fingerprints as part of their standard criminal record check procedure.

The provider will send results of the criminal record checks to the Contractor. Many providers can complete a criminal record check in 24–48 hours.

The Contractor will review the criminal record checks and submit by email all documentation to the NEB’s Personnel Security Services (E-mail: Securityscreening@neb-one.gc.ca). The Contractor will obtain signed consent from the potential Indigenous Monitor allowing them to share a copy of the monitor’s information with the NEB’s Personnel Screening Services.

2. If the Criminal Record Check has adverse information, the Contractor will contact NEB’s Deputy Chief Security Officer (DCSO) to discuss the Contractor’s or Indigenous Monitor’s situation and any mitigating circumstances. NEB’s DCSO, in consultation with the Contractor, will determine whether the individual passes the security clearance check. A criminal record will not necessarily prevent an individual from participating in the KXL Indigenous Monitoring program; the context of the adverse information will be considered when making a decision.

NEB’s DCSO may decide to speak directly to the individual, with or without the Contractor present, to receive further context on the results of the criminal record check.

NEB will keep a central record of the criminal record checks the Contractors submit. Records will be retained for the duration of the individual’s participation in the monitoring program.

3. NEB’s DCSO will provide the Contractor (and, if needed, any other federal regulator participating in the Indigenous Monitoring program) with a confirmation e-mail to identify the individuals who have passed the criminal record check requirements.
4. All Indigenous Monitors are required to declare any new charges or criminal convictions to their Contractor and provide signed consent for the Contractor to disclose the adverse information to NEB’s DCSO. The Contractor will disclose and discuss any new information with NEB’s DCSO to assess the impact on the individual’s security clearance, if any.

The undersigned parties agree to follow the above process:

Mark Power
 Chief Security Officer
 National Energy Board

Barb van Noord
 VP Systems Operations
 National Energy Board

Contractor

ANNEX "D"

CONFIDENTIALITY AGREEMENT

Attached to and made part of the CONTRACT dated _____ 2019 between NEB and CONTRACTOR

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

"Confidential Information" means all information communicated to or obtained by the Receiving Party, directly or indirectly from the NEB or its Representatives, whether in oral, written, electronic or any other form or medium in which such information may be received or kept, which includes but is not limited to:

- inspection reports (including drafts);
- enforcement proceedings or actions of any kind including, but not limited to; orders, notices of non-compliances, warning letters (including drafts for all of the foregoing);
- inspection officers' notes;
- monitoring activities or monitoring reports (including drafts);
- information obtained during meetings or interactions with inspection officers; NEB personnel; Elders; knowledge keepers, technical specialists, community members NGOs; public; advisors,
- Indigenous Knowledge; Traditional Ecological Knowledge;
- "personal information" as defined in section 3 of the *Privacy Act* (Canada)
- photographs, logs, maps, models, interpretations, technical designs, developments plans, technical, contractual, commercial information, preliminary observations, reports; and
- Secondary Data;
- Any other information the NEB may identify to be confidential information in accordance with legislation governing the NEB and applicable principles of administrative law. If this occurs, the NEB will clearly identify the reasons for confidential treatment and the scope of treatment at which time the information fall within the scope of the definition "Confidential Information" for the purposes of this Agreement.

"Parties" means Contractor and NEB, and "Party" means either one of them.

"Permitted Purpose" means the Work for which the Receiving Party has been contracted to perform for the NEB, as set out in the Statement of Work in Annex A.

"Proponent" means TC Energy (previous name: TransCanada Corporation), TransCanada Keystone Pipeline GP Ltd., or any of its contractors or subcontractors or affiliates.

"Receiving Party" means the Contractor and any Party it retains either through an employment or contractual relationship including any of its subcontractors, contractors, Indigenous Monitors or any other personnel.

“**Representative**” means, in respect of a Party, its and their respective directors, officers, employees, agents, consultants, contractors and advisors, and the directors, officers and employees of any of the foregoing;

“**Secondary Data**” means material derived or generated from the inspection or evaluation of the Confidential Information, including notes, summaries, reports, observations and conclusions.

1.2 Obligations and Restrictions on Use and Disclosure of Confidential Information

1.2.1 The Parties agree and acknowledge that the NEB will be disclosing Confidential Information to the Receiving Party during the course of its Work for the NEB.

1.2.2 The Contractor agrees and acknowledge it will:

1.2.2.1 Hold the Confidential Information in the strictest confidence and not disclose or otherwise share or divulge the Confidential Information to any person, the Proponent or its Representatives, without the prior express written consent of the NEB or as permitted by this Contract at Section 1.2.3;

1.2.2.2 Use the Confidential Information only for the Permitted Purpose;

1.2.2.3 Ensure that all of the terms and provisions of this Confidentiality Agreement are provided to the member of the Receiving Party in the form of a confidentiality agreement which must be executed by every member of the Receiving Party. A copy of each such agreement must be provided to the NEB to [Attention to: Darcy Johnson, NEB, darcy.johnson@neb-one.gc.ca].

1.2.2.4 Prior to execution of this confidentiality agreement, each member of the Receiving Party must receive training at minimum, but not limited to; what kind of confidential information they will be receiving; how to maintain its confidentiality; when it may be disclosable and under what terms; how to receive, process, store, work with and potentially share Confidential Information subject to this Agreement. The Contractor must also train the members of the Receiving Party that only certain portions of the Confidential Information may ever become public and disclosable. The remainder would remain Confidential Information and cannot be divulged at any time. The NEB may request to see copies of Contractor training documents at any time.

1.2.3 The Receiving Party may disclose the Confidential Information (or a portion thereof) without the prior written consent of the NEB only upon one of the following events:

1.2.3.1 A *portion* or all of the Confidential Information becomes available to the public as a public document on the National Energy Board's public website (Compliance and Enforcement) <https://www.neb-one.gc.ca/sftnvrnmnt/cmplnc/index-eng.html> or on REGDOCS, at <https://apps.neb-one.gc.ca/REGDOCS/>. Only the portion that is available on the website can be divulged.

1.2.3.2 The Confidential Information (or a portion thereof) is required to be disclosed by applicable law. The Contractor must provide immediate notice to the NEB of such disclosure.

2 STORAGE, RETURN AND RETENTION OF CONFIDENTIAL INFORMATION

2.1 Contractor shall exercise all due care in ensuring the proper and secure storage of the Confidential Information.

2.2 The Confidential Information shall remain the property of the NEB and Contractor shall acquire no proprietary interest in, or right to, the Confidential Information.

2.3 As soon as practicable after Contract termination, all originals of the Confidential Information must be returned by Contractor to NEB and Contractor will notify NEB in writing that it has:

2.3.1 destroyed all other copies of the Confidential Information in its possession;

2.3.2 taken all reasonable steps to permanently erase all Confidential Information from computer media; and

2.3.3 confirm that all members of the Receiving Party to whom Contractor has disclosed any Confidential Information have also destroyed all Confidential Information in their possession.

3 SURVIVAL

3.1 Termination of Contract shall be without prejudice to this and Clause 2 *Storage*, which shall survive termination of the Contract.

4 Obligations of Contractor

4.1 Contractor shall ensure that all members of the Receiving Party abide by and are bound by all of the terms and obligations of this Agreement. No subcontract shall relieve Contractor of any of its duties, obligations or liabilities under this Contract, and Contractor shall be liable for the acts, defaults and omissions of its subcontractors as fully as if they were the acts, defaults or omissions of Contractor.

ANNEX "E"

CONFLICT OF INTEREST AGREEMENT

Attached to and made part of the CONTRACT dated ____ 2019 between NEB and CONTRACTOR.

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

"Conflict of Interest": A conflict of interest arises whenever the Contractor Group's private interests, (including personal relationships, family, friends), political interests, outside activities, receipt of a gift, hospitality, or other benefit, or plans for future employment or future contract work, will impair, or could be perceived to impair, their ability to make decisions with integrity, impartiality, honesty, and in the best interests of the NEB. "Conflict of Interest" includes a "Real Conflict of Interest", an "Apparent Conflict of Interest", and a "Potential "Conflict of Interest".

- **"Real conflict of interest"**: A conflict exists between the Contractor Group's duties and their private interests, outside activities, receipt of a gift, hospitality or other benefit, or plans for future employment or contract work.
- **"Apparent conflict of interest"**: "A conflict between the Contractor Group's duties and their private interests, outside activities, receipt of a gift, hospitality or other benefit, or plans for post-employment that could be perceived to exist by a reasonable observer, whether or not this is the case."
- **"Potential conflict of interest"**: A conflict between an Contractor Group's duties and their private interests, outside activities, receipt of a gift, hospitality or other benefit, or plans for post-employment that could reasonably be foreseen to exist.

"Contractor Group": means Contractor, its contractors, subcontractors, including the Indigenous Monitors, and its and their respective directors, officers, employees and each of their respective personnel, who are in any way involved with the Work or any other matters arising under this Contract.

"Proponent": means TransCanada Corporation, TransCanada Keystone Pipeline GP Ltd., or any of its contractors or subcontractors or affiliates.

2. CONTEXT FOR INDIGENOUS MONITORS

- 2.1 The Indigenous Monitors will have existing relationships with Indigenous nations and communities. They may also have previous relationships, including employment, business, political, and family relationships among affected Indigenous nations and communities that may be impacted by the Project. These relationships are important and valued for the work to be done by the Indigenous Monitors.
- 2.2 The mere existence of such relationships for the Indigenous Monitors does not give rise to an immediate Conflict of Interest for the purposes of this Agreement; however it creates the potential for a conflict of interest, and as such must be disclosed in writing to the Contractor.

3. DISCLOSURES REQUIRED FROM PERSONNEL AND INDIGENOUS MONITORS PRIOR TO HIRING

- 3.1 The Contractor, prior to hiring of any personnel, shall require all members of the potential Contractor Group to disclose to the Contractor, in writing (in a form provided by the Contractor) and comply with the terms in this Clause 3:

- 3.1.1 Any (i) current:
 - Business, employment or contractual relationships with the Proponent, working on the TransCanada Keystone XL Pipeline Project;
- 3.1.2 Any future business, employment or contractual relationships with the Proponent, working on the TransCanada Keystone XL Pipeline Project, that are pending or awarded at the time of commencing the Bid.
- 3.1.3 The conflicts of Interest disclosed in 3.11 and 3.12 must be disclosed by the Contractor to the NEB, in writing, prior to hiring of any Indigenous Monitors.
- 3.1.4 Any potential Conflicts of Interest that may impact their work or duties in relation to the TransCanada Keystone XL Pipeline Project.
- 3.15 Should a Conflict of Interest arise during the course of their Work or duties or during the term of the Contract, the Indigenous Monitors must immediately report the Conflict of Interest to the Contractor and must be required by the Contractor to cease work until such time as the conflict is resolved. The Conflict must also be reported as per Clause 5 below.

Indigenous Cultural gifts

- 3.1.6 Notwithstanding the provisions herein, the Contractor may make exceptions for the Indigenous Monitors to receive reasonable indigenous cultural gifts during their Work, which may include but not necessarily limited to; tobacco or cloth items, provided these indigenous cultural gifts are disclosed to the Contractor as required under this Clause 3.

4. GENERAL REQUIREMENTS REGARDING CONFLICTS OF INTEREST

- 4.1 Contractor and Contractor Group shall:
 - 4.1.1 Avoid situations that could or will place Contractor or Contractor Group in a Conflict of Interest;
 - 4.1.2 Never disclose, take advantage of, or benefit from information obtained in the course of work or duties and that is not publicly available, for personal gain, or the gain of any other person, corporation, or entity, including friends or family members. This obligation continues throughout the term of the Contract and in accordance with Confidentially Agreement at Annex D.
 - 4.1.3 Not allow private interests or outside activities to impair Contractor or Contractor's Groups' availability, capacity, or ability to perform the Work or duties pursuant to the Contract.
 - 4.1.4 Not allow themselves to be influenced by plans for, or offers of, future work, business, employment or contractual relationships.
 - 4.1.5 Not solicit or accept any gift, hospitality, or other benefit that will, could, or could be perceived to influence Contractor or Contractor Group's judgement or work or duties under the Contract, except in the limited exception pursuant to Clause 3 above.
 - 4.1.6 Not assist any persons, including friends or family members, or entities, where this could, will, or be perceived to result in preferential treatment.
 - 4.1.7 Not directly or indirectly use, or allow the direct or indirect use of, any property belonging to, or leased by NEB or the Proponent for anything other than officially approved activities.

5. DISCLOSURE REQUIRED WHEN A CONFLICT OF INTEREST ARISES OR POTENTIALLY ARISES

- 5.1 Contractor must promptly disclose all Conflicts of Interest, in writing, to Darcy Johnson, Contractor Administrator, NEB, Darcy.Johnson@neb-one.gc.ca, with the details itemized in Clause 5.2 below.
- 5.2 Contractor shall ensure Contractor Group does the following:
- 5.2.1 Contractor Group discloses all Conflicts of Interest that arise immediately to the Contractor.
- 5.2.2 Contractor Group is promptly provided with a form by Contractor to promptly document the Conflict of Interest in writing, indicating, at minimum, documenting the:
- i. Name and titles, contact information of persons involved;
 - ii. Nature the Conflict of Interest; and
 - iii. The actions to be taken to mitigate the Conflict of Interest;

NEB may require further or other action be taken as appropriate in the circumstances.

6. TRAINING

- 6.1 The Contractor shall:
- 6.1.1 Provide training to the Contractor Group on;
- i. How to identify Conflicts of Interest; and
 - ii. How to prevent Conflicts of Interest;
- 6.1.2 Take all reasonable steps to prevent and resolve all forms of Conflicts of Interest

ANNEX "F"

INSURANCE REQUIREMENTS

All Contractors must procure, and provide proof of, and hold for the term of the Contract, insurance policies that cover all personnel including Indigenous Monitors, subcontractors or workers, performing work under this Contract, with the following terms and provisions:

1. **Worker's Compensation Insurance:** or equivalent insurance, covering all jurisdictions where the work is to be performed, where Contractor's personnel reside, and to include coverage for all persons employed.
2. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2.1 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by National Energy Board.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- d. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- e. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- f. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- g. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles

3. Errors and Omissions Liability Insurance

- 3.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 3.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligations under the Contract and to ensure compliance with any applicable laws. Additional insurance coverage may be at the Contractor's expense, for its own benefit and protection.

ANNEX "G"

TASK AUTHORIZATION FORM

TASK AUTHORIZATION					
Contractor: _____		Contract Number: _____			
Commitment Number: _____		Financial Coding: _____			
Task Number: _____		Date: _____			
TA Request (For completion by Technical Authority)					
<p style="text-align: center;">1. Description of Work to be Performed</p> <p style="text-align: center;">Statement of Work [Insert details]</p> <p style="text-align: center;">Description of any Deliverable(s) required</p>					
2. PERIOD OF SERVICES		From: _____	To: _____		
3. Work Location		[Indicate where the work will be performed]			
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
5. Other Conditions /Restraints		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:			
6. Task Proposal (insert rows as required) Check (<input type="checkbox"/>):		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$ _____	
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL					
<input type="checkbox"/> RCMP Criminal Record Check					
8. BILINGUALISM (if applicable)					
		<input type="checkbox"/> YES		<input type="checkbox"/> NO	
List of the categories of personnel					
TA Proposal (For completion by Contractor)					
9. Estimated Cost Contract <Insert additional rows as required>					
Description and/or Name of Proposed Resource	Security Requirements	Firm Unit Rate	Estimated # of Days	Total cost	
Professional services estimated cost			Total	<TBD>	
			GST		
			Grand Total		
Travel & Living			Estimated Cost		
			GST		
			Total Travel & Living Cost		
Grand Total for Labour and Travel				<TBD>	

TA Approval		
10. Signing Authorities		
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		
<p>In Accordance with the article entitled “Basis of Payment” in the Contract.</p> <p>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.</p> <p>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.</p> <p>* Contractor proposed resources must provide the following documents to the NEB before the task starts:</p> <ul style="list-style-type: none"> • RCMP Criminal Record Check Requirement in Annex C; • Confidentiality Agreement in Annex D; and • Conflict of Interest Agreement in Annex E. 		



ANNEX "H" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "I"

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

Requirements for the Set-Aside Program for Aboriginal Business

Who is eligible?

An **Aboriginal business**, which can be:

- a band as defined by the *Indian Act*
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A **joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes, three:

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its

compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

- As part of its bid, the bidder must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (certification) stating that it:
 - (i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - (ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - (iii) is willing to be audited regarding the certification; and
 - (iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll

information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

WHO IS AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS?

An Aboriginal person is an Indian, Métis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Métis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

CERTIFICATION REQUIREMENTS FOR THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. (i) I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.
- (ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."
- (iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. (i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []
OR
(ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. []
3. The Aboriginal business or businesses have:
 - (i) fewer than six full-time employees []
OR
(ii) six or more full-time employees []
4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

6.

Date	Signature
Place	Title (Duly authorized representative of business)
	For:
	Name of Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venture
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

OWNER/EMPLOYEE CERTIFICATION FORM

SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. I, _____, am an

Name

owner and/or full-time employee of _____,

Name of business

and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of owner and/or employee

Place

ANNEX "J"

To PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

A EVALUATION PROCEDURES

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.

The technical bid should clearly, and in sufficient depth, address the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating statements contained in the bid solicitation is not sufficient. The Bidder should explain and demonstrate how it proposes to meet the requirements and how it understands and will carry out the Work. Any bid which fails to meet one or more of the mandatory requirements will be deemed non-responsive. Point rated evaluation criteria not addressed will be given a score of zero.

All Suppliers are advised that only listing experience (i.e. copying and pasting the services from the Category descriptions detailed in Annex "A" – Statement of Work for Services, without providing any supporting data to describe when, where and how such experience was obtained) will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully documented and substantiated in the proposal.

The bidder should describe all proposed resources to the extent possible. Where hiring will occur after the contract is awarded, describe the proposed approach and foreseeable risks associated with hiring.

1 Technical Evaluation

1.1 Mandatory Technical Criteria

The Bidder must complete the Mandatory table and enter a "Y" for "Yes" or "N" for "No" in the "Met" column and provide the appropriate deliverables. Failure to meet any of the following mandatory technical criteria at solicitation closing will render the bid non-responsive and it will be given no further consideration.

Bidder should provide references to components of its written proposal that demonstrate the criteria is met.

Ite	Description	Compliant (Yes/No)	References to Bidder's Proposal (e.g. section, page number, etc)
M1	Bidder must have experience working with Indigenous communities in Canada in the past 3 years from the bid closing date, specifically in conducting Indigenous or environmental monitoring activities in Alberta and/or Saskatchewan.		
M2	Bidder must be an Indigenous business (majority owned and controlled by Indigenous Peoples). The bidder must be registered on the Government of Canada's Indigenous Business Directory (see website: http://www.ic.gc.ca/app/ccc/srch/cccSrch.do?lang=eng&prt1=1&sbprt1=&tagid=248)		
For M3 to M5, the successful bidder(s) will have provisions in its general contract with the NEB requiring the Contractor to flow-down these provisions in its sub contracts with the Indigenous Monitors.		n/a	n/a
M3	The bidder and its proposed Indigenous Monitors (IMs) must consent to having criminal background checks provided by the police/RCMP to the NEB.		
M4	The bidder and its proposed resources (including the IMs and support staff) must execute the Confidentiality Agreement in ANNEX D to protect confidential information shared by the NEB or observed during the course of work.		
M5	The National Energy Board (NEB) must be satisfied that the bidder current and/or future working relationship with TC Energy, TransCanada Keystone Pipeline GP Ltd. Does not present a conflict of interest. <ul style="list-style-type: none"> • The bidder must declare the nature of working relationship as per Section 1.2.5 of 1.2 Summary under Part 1 General Information of RFP, or • The bidder must declare that they don't have any working relationship at the date of bid closing. 		

1.2 Point Rated Criteria

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%-49%	The response is deficient. Bidder receives 0%-49% of available points for this element.
50%-69%	The response includes some information and understanding that is relevant to the stated criteria but is also missing substantial information and does not demonstrate a full range of understanding for all the elements of the stated criteria. Bidder receives 50%-69% of available points for this element.
70%-84%	The response includes most of the information required to be complete and an understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70%-84% of the available points for this element.
85%-99%	The response includes a substantive amount of the information required to be complete and clearly demonstrates a full understanding of all of the elements of the rated criteria. The Bidder receives 85%-99% of available points for this element.
100%	The response is complete. Information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria. Bidder receives 100% of available points for this element.

		Max pts	Awarded points	References to Bidder's Proposal (e.g. section, page number, etc)
R1	<p>Bidder should have existing positive relationships with local Indigenous communities along the pipeline route.</p> <p>Please provide a description and specific examples of your businesses' past, present, and future engagement, partnerships, and collaboration with Indigenous communities that have interests in lands along the Keystone XL pipeline route in Alberta and/or Saskatchewan.</p> <p>Scoring guide: experience and existing positive relationships with Indigenous communities will be allocated up to 20 points in general. Additional points will be allocated for experience and existing positive relationships with:</p> <ul style="list-style-type: none"> • First Nation communities along the KXL pipeline route in Alberta (5 points); • Métis Nation communities along the KXL pipeline route in Alberta (5 points); • First Nation communities along the KXL pipeline route in Saskatchewan (5 points); and • Métis Nation communities along the KXL pipeline route in Saskatchewan (5 points). 	40		
R2	<p>Bidder must have experience managing personnel to meet project objectives, including projects related to Indigenous or Environmental Monitoring (this relates to a mandatory criteria) in Alberta and/or Saskatchewan.</p> <p>Please describe your business' experience with managing personnel to meet project objectives. Highlight any experience related to monitoring, including any relevant environmental, safety, construction, oil and gas, forestry, archaeology, or other types of monitoring or enforcement. Include any current human resources or community members with monitoring experience or expertise, and any health and safety systems your business uses to ensure the safety of employees. Provide resumes of existing resources as appropriate.</p>	10		

		Max pts	Awarded points	References to Bidder's Proposal (e.g. section, page number, etc)
R3	<p>Bidder should have capacity to coordinate logistics for the Indigenous Monitors.</p> <p>Please describe your business' capacity to coordinate logistics, including booking flights, rental cars, and accommodations and scheduling the availability of multiple employees. Descriptions should include specific examples of past projects. It should also include current human resources and their experience in coordinating logistics.</p>	5		
R4	<p>Bidder should have capacity to process payment for the Indigenous Monitors while invoicing to the NEB is ongoing.</p> <p>Please describe your business' financial administration capacity. The description should include any relevant experience in contracts or other financial agreements with governmental organizations or relevant experience in administering large projects with complicated financials. It should also include a description of any current human resources with experience in financial administration.</p> <p>Please note: Bidders may be required to submit financial statements for the past five years from the date of bid closing.</p>	10		

		Max pts	Awarded points	References to Bidder's Proposal (e.g. section, page number, etc)
R5	<p>Bidder should demonstrate it will be able to hire and train Indigenous Monitors in a timely and effective manner. In order to be “timely”, the hiring process should take less than one month after the contract is awarded. In order to be “effective”, the bidder should be able to hire Indigenous Monitors from multiple Indigenous communities along the Keystone XL Pipeline project route, with a goal of providing monitors with knowledge of local Indigenous communities.</p> <p>Describe your business' proposal for hiring, training and managing Indigenous Monitors for this project. Relevant lists and descriptions of anticipated requirements are attached as:</p> <ul style="list-style-type: none"> • Appendix #1 to Annex A - Training and Equipment Requirements • Appendix #2 to Annex A - Checklist for Indigenous Monitor Field Activities 	5		
Total Points		/ 70		
Minimum Passing Points		50		

2 Financial Evaluation

Bidder must fill out prices tables as per **ANNEX B BASIS OF PAYMENT** and provide price for contract initial period, price for contract option period year 1 and price for contract option period year 2 .

The quantities as shown in Annex “B” are estimated usages, and for evaluation purposes only, and will not form part of the final Contract.

B) 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 50 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 70 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).

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

8 Number of Contracts

It is Canada' intention to issue up to four (4) Contracts, on the basis of the NEB's operations requirements.