

## RETURN BIDS TO:

National Energy Board  
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Calgary, AB, Canada T2R 0A8  
Bid Email: [proposals.propositions@neb-one.gc.ca](mailto:proposals.propositions@neb-one.gc.ca)

## SOLICITATION AMENDMENT

### Comments

This documents contain security requirement.

## Proposal To: National Energy Board

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain The same.

<b>Title</b>		
Indigenous Monitoring Services for the Keystone XL Pipeline Project		
<b>Solicitation No.</b>	<b>Amendment No</b>	<b>Date</b>
84084-19-0063	001	2019-06-10
<b>Solicitation Closes</b>		<b>Time Zone</b>
<b>at</b>	<b>02 :00 PM – 14h00</b>	<b>Mountain Daylight Saving Time (MDT)</b>
<b>on</b>	<b>2019-06-17</b>	
<b>F.O.B.</b>		
<b>Plant:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/>	<b>Other:</b> <input type="checkbox"/>
<b>Address inquiries to:</b>		
Jenny Gong		
Area code and Telephone No.		Facsimile No. / E-mail
		<b>Jenny.gong@neb-one.gc.ca</b>
<b>Destination – of Goods, Services, and Construction:</b>		
<b>See herein</b>		

**Instructions:** See Herein

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

Amendment 001

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**This Amendment 001 is raised to answer questions from Industry to the Solicitation# 84084-19-0063 as follows:****Question#1:**

Could you please provide clarification regarding the Indigenous Monitoring Services for the Keystone XL Pipeline Project Request for Proposal (Solicitation No. 84084-19-0063), Annex "E" Conflict of Interest Agreement. Annex "E" 3.1.2 requires disclosures of "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." Would any such future business, employment or contractual relationships between the 'Contractor' and the Proponent result in ineligibility? If so, would ineligibility be avoided if the 'Contractor Group' (those involved directly in the work or other matters arising under the contract) were not directly involved in any such future business, employment or contractual relationships?

**Answer#1**

The Clause you have referenced (3.1.2) must be read in conjunction with Clause 3.1. These clauses are contained in Annex E – Conflict of Interest Agreement, Section 3: DISCLOSURES REQUIRED FROM PERSONNEL AND INDIGENOUS MONITORS PRIOR TO HIRING. Please refer to the RFP document for exact wording of these clauses.

Clause 3.1 is specific to the requirement to declare a conflict between the Contractor Group and the Proponent.

A related clause is found at Clause 1.2.5 of the main solicitation document and at Mandatory Criteria M5 in ANNEX J. Again, please refer to the RFP document for the wording of this clause.

Clause 1.2.5 requires the Bidder to declare the nature of any employment relationship or contracts it may or may not have with the Proponent. Existing business relationships between the Contract Group and Proponent will not necessarily disqualify the bidder. Rather, the NEB will assess the significance of all disclosed conflicts of interest before determining whether the bidder is ineligible.

The NEB recognizes that several Indigenous businesses may have working relationships with the Proponent. In the event of conflicts, the NEB may consider potential mitigation measures identified by the Bidder, such as the Bidder potentially terminating the contract creating the conflict prior to commencing work for the NEB.

Please be advised: The bid process is at all times competitive and the NEB cannot provide any guidance or certainty as to its outcome. If the Bidder chooses to make any business decisions or monetary expenditures as a result of receiving this email response, it does so at its sole risk and cost, and the NEB shall not be liable for any costs or damages associated thereto. Note there is also uncertainty regarding the full scope and timing of the work associated with the NEB's KXL Indigenous Monitoring Program.

**All other terms and conditions remain the same.**