



Request for Proposal No. 84084-14-0127

RFP Closing Date/time: September 2nd, 2014 at 10:00hrs MDT

REQUEST FOR PROPOSAL
Engineering Support Services

Issuing Office:

National Energy Board
517 10th Avenue, SW
Calgary, Alberta
T2R 0A8

Enquiries

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

Total Estimated Contract Value
GST included \$TBD

Contracting Authority:

Name: Owuor Okiro, Title: Procurement Technical Analyst,

Email: Owuor. Okiro@neb-one.gc.ca ; Telephone contact:: 403-604-6254

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

Bidder name and address:

Signature and date:



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Bid Solicitation and Resulting Contract

Request for Proposal



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PART 1 - GENERAL INFORMATION

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: includes the certifications 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, and any other annexes.

2. Summary

2.1 The National Energy Board (NEB) expects to receive applications under the *Canada Oil and Gas Operations Act* for the first deep-water offshore drilling operations in the Canadian Beaufort Sea. The NEB is seeking the services of one or more Consultant(s) or Consulting company(s) (herein after referred to as Consultant), to add specialised industrial skills, expertise, and experience to the project working group in assessing the anticipated applications. The Consultant would bring deep-water drilling and well control practical experiences and will provide expert opinions and analysis to the NEB staff so that the Panel can make well-informed decisions in the public interest.

2.2 Complexity and technical Challenges of the Project:

The proposed Projects are deepwater offshore exploration drilling programs for exploration wells in Beaufort Sea about 125 km north-northwest of Tuktoyaktuk in the Northwest Territories. The drilling locations would be in water depth of about 700 m, classified as "deepwater" in the drilling industry. Geological targets for the drilling are 3800 m to 6800 m below the seafloor



Unlike other drilling locations around the globe, the manageable season for drilling in the Beaufort Sea is limited by ice conditions to approximately 120 days, from May to November. Ice conditions, oceanographic conditions, weather, temperature, water depth, subsea environment, subsurface geology, reservoir location, and pressure will influence drilling operations and duration.

The companies intend to use a drillship as a drilling unit that would be either dynamically positioned or moored. Additional marine support vessels would include icebreakers and ice strengthened supply vessels, fuel tankers, and ships for waste management and treatment. The drilling system and associated support system need to be suitable for the Arctic environment. The drilling programs are expected to require three seasons to drill.

- 2.3 The period of the Contract is expected to be from September 2014 to December 2016. There is a possibility the Contract period may be extended for a further period of one year.
- 2.4 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website."
- 2.5 The Contractor is expected to report to the engineering lead of the NEB project working group, and will provide advice and deliverables to NEB staff only. The consultant shall maintain confidentiality of his or her advice and deliverables.
- 2.6 Bidders in receipt of a pension or lump sum payment must provide the required information as detailed in article 3 part 2 of the bid solicitation.
- 2.7 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 2.8 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named [Federal Contractors Program for Employment Equity - Certification](#)

3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 2014-03-01 Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

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

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

2. Submission of Bids

Bids must be submitted only to National Energy Board (NEB) Mail Room by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant

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

Definitions



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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Bid Solicitation

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

The National Energy Board has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions



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

Section I: Technical Bid two (2) hard copies and one (1) soft copy on CD OR USB memory card,

Section II: Financial Bid one (1) hard copy.

Section III: Certifications one (1) hard copy

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should 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.



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Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

1. Understanding and expert knowledge to conduct a deepwater drilling program;
2. Ability to provide expert analysis, opinion, and briefings regarding technical feasibility of deepwater drilling program;
3. Ability to provide expert analysis, opinion, and briefings regarding risk and reliability of various well control methods and technologies to regain well control including same well intervention techniques and relief well drilling;
4. Expert knowledge on reviewing drilling applications, gaps or deficiencies analysis with regards to programs, procedures, and operational methods and preparing information request seeking clarification and analysis;
5. Expert knowledge on drilling equipment QA/QC program, equipment testing and certification program;
6. Ability to prepare technical briefing and presentation;
7. Ability to engagement of additional resources for specialized topics if required.

Section II: Financial Bid

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

Basis of Payment:

Requirement	Pricing rate per hour \$
<p>The consultant is expected to verify technical feasibility and reliability, and to provide expert analysis, opinion, and briefings regarding all aspects of deepwater drilling, including but not limited to:</p> <ul style="list-style-type: none"> • Subsea BOP and BOP operating systems, system redundancy and reliability; • Contingency plans to regain well control, including well intervention, cap and containment, and relief wells; 	



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<ul style="list-style-type: none"> • Supply vessel and subsea ROV operations in the Arctic offshore environment; • Comparison of well control methods and technologies to regain well control; • Risk assessments and proven reliability of the various plans, programs, equipment, and operational methods; • Drilling and completion programs, including technical feasibility in Arctic offshore conditions; • Deepwater well suspension (temporary and long term) and abandonment program; and • Drilling module, drillship station control, and deepwater marine riser systems. • Other deepwater drilling related technical support. <p>The consultant will report to the engineering lead of the NEB project working group, and will provide advice and deliverables to NEB staff only. The service contract terms will specify service fees and payable as per the contract requirements. The consultant shall maintain confidentiality of his or her advice and deliverables.</p>	
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Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures



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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

	Mandatory Requirements	Met or Not Met (Yes/No)	Bidder to Provide Cross-Reference to its Proposal Where Criteria is Met
M1.	The Principal Consultant is required to have national and international offshore drilling and completion experience and expert capacity to review applications and provide expert opinion to NEB staff during the application assessment and public hearing.		
M2.	The Principal Consultant must have a Bachelor's degree from a recognized institution in a discipline related to engineering or petroleum technology		
M3	The Principal Contractor must have a minimum of 15 years of oil and gas drilling related experience		
M4	The Principal Contractor must have expert knowledge of <ul style="list-style-type: none"> o Deepwater drilling and completion o Subsea BOP and well control system o Cap and containment technologies o Relief well drilling 		

1.1.2 Point Rated Technical Criteria



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	Point-Rated Requirements	Points
R1	Bidder has expert knowledge on the deepwater drilling program and operations; (Minimum required is 27 points)	/30
R2	Bidder has knowledge on the Arctic offshore drilling, Canada's Northern Communities and regulatory and public hearing;	/10
R3	Bidder has expert knowledge with the subsea BOP and well control systems, same well intervention techniques (including cap and containment), relief well drilling, and qualify for an International Well Control Forum-IWCF (with subsea BOP) well controls certificate or equivalent; (Minimum required to be responsive is 10 points)	/15
R4	Bidder has expert knowledge regarding risk and reliability analysis, and able to apply on deepwater drilling related risk and reliability analysis. (Minimum required is 10 points)	/15
R5	Bidder has expert knowledge of drilling program gap analysis, report writing and presentation skills. (Minimum required is 7 points)	/10
R6	The bidder has demonstrated their ability to substitute personnel with the same qualifications and experience or better in the event of sickness, vacation, etc. to maintain quality, schedules and service standards. (Minimum required is 7 points)	/10
R7	The bidder has provided two references from clients that indicate how well the bidder has knowledge for offshore drilling/subsea BOP and well control system. To satisfy this requirement the following should be provided: <ul style="list-style-type: none"> • Name of the organization to which services were provided • Contact name and telephone number within the organization • Brief description of the services provided 	/10
	Minimum overall points required to be declared responsive is 70	/100

2. **Basis of Selection –Highest Combined Rating of Technical Merit (80%) and Price (20%).**

1. To be declared responsive, a bid must:



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- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum 7 points specified for each criteria numbers R5 and R6 ; and 27, 10 and 10 points respectively for criteria R1, R3 and R4 of the technical evaluation; and
- d. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2. Bids not meeting (choose (a) or (b) or (c) and (d) 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 80% for the technical merit and 20 % for the price.
4. To establish the technical merit score, 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 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
6. For each responsive bid, the technical merit score (overall or individual category) 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 bids with
 - i. the highest combined rating of technical merit and price; and
 - ii. the highest R5 and R6 scores (if bidder in i. above does not score highest in any of the two categories R5 and R6); and
 - iii. the highest R1, R3 and R4 scores (if bidder in i. above does not score highest in any of the three categories R1, R3 and R4).
 will be recommended for award of Contract.

Illustration:

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 equal 135 and the lowest evaluated price is \$45,000 (45).

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135



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

PART 5 - CERTIFICATIONS

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

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

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

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

1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca/) website



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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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder shall provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder shall provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Precedent to Contract Award

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

2.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder shall 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 resume to Canada. The Bidder shall, 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

2.3 Education and Experience



2.3.1 *SACC Manual* clause A3010T 2010-08-16 Education and Experience apply to and will form a part of the Contract. The Bidder certifies that all the information provided in the resume 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

PART 6 - SECURITY REQUIREMENT

Security Requirement

1. Before award of a contract, the following conditions shall be met:
 - (a) the Bidder shall hold a valid organization 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 site(s) shall meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder shall provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance or document safeguarding shall meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder shall provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance 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.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

PART 7 - RESULTING CONTRACT CLAUSES

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



1. Requirement

The Contractor shall verify technical feasibility and reliability and provide expert analysis, opinion and briefings regarding all aspect of deep water drilling in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 2014-03-01 General Conditions - Higher Complexity - Services apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract. The Contractor is required to have an enhanced reliability level of security clearance prior to contract award

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from the date of Contract award to 31st December, 2016 inclusive.

4.2 Option to Extend the Contract

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:



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Name: Owuor Okiro
Title: Procurement Technical Analyst
Organization: National Energy Board
Address: 517 10th Avenue, SW
Calgary, AB T2R 0A8

Telephone : 403-604-6254
Facsimile: 403-292-5503
E-mail address: Owuor.okiro@neb-one.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

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

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

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

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____



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Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment shall bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders shall 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



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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 shall provide the following information, for all FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder shall provide the following information:

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

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "A" for a cost of \$ TBD. Customs duties are included and Applicable Taxes are extra.



7.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price applies and forms a part of the Contract. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.3 Terms of Payment.

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

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

7.4 *SACC Manual* Clauses

7.4.1 Taxes – foreign Based Contractor.

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor shall refund to Canada any amount so recovered.

8. Certifications

8.1 Compliance

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



8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE shall remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 2014-03-01;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Federal Contractors Program for Employment Equity - Certification
- (j) the Contractor's bid dated TBD

11. Foreign Nationals (Canadian Contractor)/(Foreign Contractor)

SACC Manual clause A2000C 2006-06-16 Foreign Nationals (Canadian Contractor) and *SACC Manual* clause A2001C 2006-06-16 applies to and forms a part of this Solicitation.



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STATEMENT OF WORK**

The consultant is expected to analyse the program, procedures, and operational methodology, and to identify gaps. The consultant is to provide expert advice to NEB staff, based on the review of other evidence produced during the hearing.

The consultant is expected to verify technical feasibility and reliability and to provide expert analysis, opinion, and briefings regarding all aspects of deepwater drilling, including but not limited to:

- Subsea BOP and BOP operating systems, system redundancy and reliability;
- Contingency plans to regain well control, including well intervention, cap and containment, and relief wells;
-
- Comparison of various well control and regaining well control methods and technologies;
- Risk assessments and proven reliability of the various plans, programs, equipment, and operational methods;
- Drilling and completion programs, including technical feasibility in Arctic offshore conditions
- Deep water well suspension (temporary and long term) and abandonment program; and Drilling drillship, drilling module, drillship station control, and deepwater marine riser systems
- Other drilling application related advisory support

The consultant will report to the engineering lead of the NEB project working group, and will provide advice and deliverables to NEB staff only. The consultant shall maintain confidentiality of his or her advice and deliverables.

Deliverables:

The consultant may be required to deliver:

- Expert analysis, opinion, and briefings regarding technical feasibility of companies' programs, procedures, and operational methods related to drilling applications submitted pursuant to the Canada Oil and Gas Operations Act;
- Expert analysis, opinion, and briefings regarding risk and reliability of companies' proposed well control methods and technologies to regain well control;
- Recommendations and engagement of additional industry experts for specialized topics, as required;
- A list of technical gaps or deficiencies regarding companies' proposed drilling programs, procedures, and operational methods. Prepare information request seeking clarification and analysis;
- Expert analysis, opinion, and briefings regarding adequacy and reliability of companies' proposed equipment and systems.



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- Witnessing and expert advice regarding equipment qualification and testing programs if necessary; and
- Verification of specifications of equipment fitness certificates, and expert advice regarding suitability of equipment, and whether equipment is fit for the intended purpose.



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ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

1. A firm all inclusive hourly rate of \$_____ subject to a total contract amount specified in the table below.

Requirement:	Amount \$
Perform all of the work required under Annex "A" – Statement of Work	
Maximum total payable under the contract including tax	TBD

2. Travel and accommodation

Actual travel expenses will be reimbursed in accordance with the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage-eng.asp)

- a. All payments are subject to Federal Government Audit
- b. All travel must have prior authorization of the Project Authority



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ANNEX C

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture shall provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)