

February 19, 2020

**Request for Proposals
Spill Response Capability Assessment
Newfoundland & Labrador Offshore Area**

Opportunity

CAPP and offshore operators in Newfoundland and Labrador are updating an assessment of offshore production operations (hydrocarbon) spill response preparedness and capability in the Newfoundland and Labrador offshore area. The original report was completed in 2009 and since that time there have been significant enhancements to spill response capability. International guidance is also now available pertaining to key elements of oil spill preparedness programs. CAPP is seeking a qualified consultant to complete an update to the 2009 report using IOGP-IPIECA Report 520 as the foundation for comparison/identification of conformance to best practice in spill preparedness.

Project Scope

The chosen contractor will undertake a study to evaluate spill response capability in the Newfoundland and Labrador offshore area, which considers:

- The [2009 assessment report](#) completed by CAPP and producing offshore operators – this detailed report can be used for background and reference material meaning that the consultant will only have to collect new information on changes to equipment, plans and processes since 2009;
- The IPIECA and International Association of Oil & Gas Producers' Guidance document for the oil and gas industry on oil spill preparedness and response ([IOGP-IPIECA Report 520](#)) which outlines key elements of spill preparedness and response programs;
- Changes/updates since 2009 to data related to physical environment, oil spill fate and behavior modeling and current offshore operations;
- Recent experience in spill response in the region;
- Operator plans to purchase new equipment/make changes to enhance preparedness in the future;
- The degree to which alternative/emerging equipment and technology will be integrated into preparedness programs to enhance existing capability considering applicability, reliability and range of conditions in which it may be operated, effectiveness, and feasibility.

The chosen contractor will consult with operators and their spill response contractors to review current and planned spill response capabilities and processes (individually and collectively), as well as with relevant regulators as required. No out of province travel is anticipated.

2100, 350 – 7 Avenue S.W.
Calgary, Alberta
Canada T2P 3N9
Tel 403-267-1100
Fax 403-261-4622

1000, 275 Slater Street
Ottawa, Ontario
Canada K1P 5H9
Tel 613-288-2126
Fax 613-236-4280

1004, 235 Water Street
St. John's, Newfoundland and Labrador
Canada A1C 1B6
Tel 709-724-4200
Fax 709-724-4225

Unit 202, 1110 Government St.
Victoria, British Columbia
Canada V8W 1Y2
Tel [778-265-3819](tel:778-265-3819)
Fax 403-261-4622

The chosen contractor will develop one report outlining the collective capability of the operators (as well as individual capabilities if there are differences in approach between operators).

The following deliverables are expected:

- One draft report, modeled after the IPIECA and IOGP guidance document, delivered electronically;
- A presentation summarizing the final report and findings of the study.

Based on receiving proposals from interested contractors by March 4, 2020 and awarding of the contract by March 13, 2020, the report should be completed and a first draft delivered to CAPP by April 17, 2020. Final report, incorporating feedback from CAPP and members' review, should be completed by May 15th, 2020. CAPP will provide report feedback within two weeks of receipt of the draft report.

Proposals

Interested contractors are asked to submit a short proposal (maximum 10 pages) outlining previous relevant experience in oil and gas related research and reporting writing as well as spill response preparedness and demonstrating a clear understanding of the project and deliverables required.

Proposals should also include a detailed cost breakdown, including:

- Daily/hourly rates of all personnel to be engaged in the work;
- Identification and estimated cost of any expenses expected to be incurred in completing the work;
- An estimate of total cost of completing the work.

Criteria

Proposals will be assessed based on the following criteria:

- Evidence of understanding the project and deliverables required
- Previous experience
- Fees and costs
- Commitment and availability to meet timelines
- Location

Deadline/Submitting Proposals

Deadline for submission is 5 p.m. (NST), March 4, 2020.

Submit proposals via email to: Jill Piccott – jill.piccott@capp.ca

Questions can be directed to Jill Piccott at (709) 724-4204 or via email as noted above.

Disclaimer

THIS IS A REQUEST FOR PROPOSAL ONLY AND DOES NOT CONSTITUTE A TENDER, CONTRACTUAL COMMITMENT, IMPLIED OR OTHERWISE, THAT CAPP WILL TAKE PROCUREMENT ACTION IN THIS MATTER. THE ISSUANCE OF THIS RFP IS NOT AN OFFER TO CONTRACT, AND CAPP DOES NOT INTEND, BY ISSUING THIS RFP, TO MAKE ANY OFFER THAT CAN BE ACCEPTED BY ANY PROSPECTIVE SUPPLIER TO CREATE A CONTRACTUAL RELATIONSHIP.

Any Proposal that is unsigned, incomplete, conditional, illegible, obscure, late, modified, or which contains additions not called for, reservations, erasures, alterations, or irregularities of any kind may be rejected or disqualified by CAPP, in its sole and absolute discretion, and without incurring any liability to any prospective supplier.

However, CAPP may, in its sole discretion, at any time, for any reason whatsoever, without incurring any liability to any prospective supplier, retain for consideration and further award, Proposals which do not conform to the requirements of the RFP Documents in form or contain where such Proposals appear to offer best value to CAPP despite the Non-conformance of the Proposal.

If CAPP ultimately elects to enter into a Contract with a prospective supplier, CAPP anticipates that the Contract will be substantially similar to the Contract Form attached hereto as **Appendix A**.

CAPP reserves the right, in its sole discretion, at any time, and without incurring any liability to any prospective supplier, to negotiate the terms and conditions of the Contract with one or more prospective suppliers, and may enter into a Contract upon the same or different terms and conditions as in the Contract Form.

Any Exceptions to anything set out in, or required by, the RFP Documents shall be submitted in a complete list of Exceptions. Only those Exceptions so stated will be considered and any Exceptions proposed at a later date will not be considered. In the event that no Exceptions are identified then the Prospective Supplier shall be deemed to have accepted the RFP Documents in its entirety without Exception.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS RFP OR ANYTHING SAID OR DONE BY THE CAPP REPRESENTATIVE DURING THE COURSE OF DEALING WITH THIS RFP, NO CONTRACT SHALL BE FORMED OR BE DEEMED TO BE FORMED WITH CAPP UNLESS AND UNTIL A SPECIFIC PROPOSAL IS ACCEPTED AND THE FINAL CONTRACT IS EXECUTED BY AN AUTHORIZED OFFICER OF CAPP AND THE SUCCESSFUL PROSPECTIVE SUPPLIER.

Notwithstanding anything to the contrary contained in the RFP Documents, CAPP reserves the right, exercisable in its sole and absolute discretion, without incurring any liability to any prospective supplier, to:

- a) accept a Proposal which is not the lowest in price or the lowest cost;
- b) award the work to one or more prospective suppliers, in whole or in part, based upon the overall best value to CAPP;
- c) waive informalities, irregularities (including erasures or alterations, or the observance of the closing date), qualifications, conditions, or other deficiencies in, or failure of, a Proposal or Proposals to conform to the requirements of the RFP Documents (each a "Non-conformity"), and consider and accept a Proposal which contains one or more Non-conformities, whether or not any Non-conformity is substantial or material and would otherwise render such Proposal null and void or otherwise incapable of acceptance;
- d) give preference to Proposals where the Work methods are considered by CAPP, in its sole and absolute discretion, to be environmentally or technically superior, as well as cost effective;
- e) schedule an interview with any one or more prospective suppliers or any key personnel of a prospective supplier;
- f) seek clarifications of, or any additional information in connection with, or modifications of, any Proposal from any one or more prospective suppliers, but not necessarily all prospective suppliers, either serially or concurrently, and in any manner, including through written correspondence, interviews or presentations by prospective suppliers; and
- g) withhold the name of the successful prospective supplier from other prospective suppliers.

CAPP reserves the right to reject any and all proposals.

APPENDIX A

Draft Agreement

Between

The Canadian Association of Petroleum Producers (CAPP)

and

«FULL COMPANY NAME (SHORT COMPANY NAME)»

This agreement (the “Agreement”) sets out the agreement between CAPP and «SHORT COMPANY NAME» regarding the «PROJECT NAME» (the “Project”).

1. The Project, Purpose and Deliverables

On «DATE» CAPP issued a Request for Proposal (the “RFP”) for the work described in the document «RFP DOCUMENT NAME» attached as Appendix 1 to this Agreement and forming part of this Agreement.

In response to the RFP, «SHORT COMPANY NAME» submitted a “«PROPOSAL DOCUMENT NAME” (the “«SHORT COMPANY NAME» Proposal”). A copy of the «SHORT COMPANY NAME» Proposal is attached as Appendix 2 to this Agreement and forms part of this Agreement.

CAPP accepts and «SHORT COMPANY NAME» agrees to deliver the «SHORT COMPANY NAME» Proposal in accordance with the deliverables set out therein and for the price set out in «RELEVANT CLAUSE/SECTION» of the «SHORT COMPANY NAME» Proposal, all subject to the understandings and terms and conditions in the «SHORT COMPANY NAME» Proposal and this Agreement.

The CAPP «COMMITTEE NAME» Committee is the body that will be consulted to provide direct input into the draft and final work products.

The Project shall not include any activities regulated under federal or provincial election advertising legislation.

2. Term and Termination

This Agreement shall be effective from «DATE» and shall continue, unless terminated sooner in accordance with this Clause 2, until completion of the Project and in any event no later than «DATE» unless further extended by mutual written agreement of CAPP and «SHORT COMPANY NAME».

Except for any provision that expressly provides for survival after termination and except as otherwise provided in this Agreement, this Agreement will terminate at the expiry of its term unless terminated sooner in accordance with this Clause 2.

This Agreement may be terminated by either party by providing 30 days’ notice to the other party.

«DATE»

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This Agreement may be terminated immediately for breach by written notice to the party in breach if the party that is in breach fails to remedy the breach within 15 calendar days of receipt of written notice of the breach from the other party.

This Agreement may be terminated immediately by written notice to the other party if such other party becomes bankrupt, insolvent, makes a general assignment for the benefit of creditors or has a receiver appointed.

3. Project Schedule

«DATE» Agreement approved and Project commencement
«DATE» «DELIVERABLE»
«DATE» «DELIVERABLE»
«DATE» «DELIVERABLE»
«DATE» «DELIVERABLE»
«DATE» «DELIVERABLE» (ie – issuance of final product)

4. Cost for Completion and Invoices

The maximum cost for completion of the Project, including all out-of-pocket costs, is \$«DOLLAR AMOUNT» plus GST and the total cost of this Agreement shall not exceed \$«DOLLAR AMOUNT» plus GST except by written consent of CAPP. Requests by «SHORT COMPANY NAME» for payment shall be made by invoice to CAPP which invoice shall be payable within thirty (30) days of receipt by CAPP. The fees payable hereunder shall not be used for the purpose of election advertising or other activities regulated under federal or provincial election advertising legislation.

5. Copyright

CAPP has determined that any intellectual property arising from the performance of the work under the contract will vest with CAPP. «SHORT COMPANY NAME» hereby agrees to irrevocably assign, and to take all necessary steps to effect the assignment of, copyright in the final work products which are the subject of this Agreement, together with all drafts, working papers, or other work product created in the preparation of the final work products.

The final work products will be for the exclusive use of CAPP, and CAPP member companies. CAPP will have the sole and exclusive rights to copy, publish or distribute the final work products, and any documents completed as part of this contract by any means, as well as the right in its sole and absolute discretion to edit, revise, alter or add to the final work products.

This Clause shall survive the termination or completion of the Agreement.

6. Confidentiality

Both parties agree that all confidential information communicated by one party to the other party for the purpose of this Agreement, including but not limited to the terms of this Agreement, will be

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held in strict confidence and will be used only for the purposes of this Agreement, and that no such confidential information will be disclosed by the receiving party, agents or employees without the prior consent of the disclosing party or unless disclosure of such confidential information is compelled by judicial process or otherwise by law, or if the information has been made public without any action by the receiving party. Both parties will exercise due diligence not to use or commercialize, or to disclose the other party's confidential information to any person or entity, except to its own employees having a "need to know" and other recipients approved by owner in writing. Recipient will not alter or remove from such confidential information any confidential or proprietary rights legend.

Both parties agree that any information encountered by either party to this Agreement where such information is the property of the other party shall be treated as being confidential and shall be safeguarded in the same manner as each party to this Agreement safeguards information regarding its own business.

This Clause shall survive the termination or completion of the Agreement.

7. Indemnity and Limitation of Liability

Each party shall indemnify, defend and hold harmless the other and each of their respective servants, employees and agents from and against, and shall be responsible for, all actions, suits, claims, demands, losses, costs, charges, damages and expenses, including reasonable legal fees incurred, suffered, sustained by or claimed against the other party, arising out of or resulting from any negligent acts or omissions of such indemnifying party or its servants, employees or agents or such other persons for whom it is in law responsible in connection with the subject matter of this Agreement and from breaches of the covenants and obligations of such party under this Agreement, except to the extent caused by the negligence or willful act of the other party or persons for whom such other party is in law responsible.

Each party's total cumulative liability, if any, to the other party, or any third party for direct damages arising out of or in connection with this Agreement will in no event exceed the cash portion of the fees payable by CAPP under this Agreement. Each party's entire liability, regardless of the form of action, whether based in contract or tort, including negligence, shall be for direct damages only. In no event shall one party be liable to the other party for damages under or related to or arising from this Agreement for special, incidental or consequential damages (even if the party has been advised of the possibility of such loss) including lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings or other commercial or economic loss of any kind or any claim against any party by any other person.

This Clause shall survive the termination or completion of the Agreement.

8. Notices

All notices and other communications including invoices or payments in regard to this Agreement will be addressed to the representatives of the parties identified below. Notices and other

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communications may be given by electronic means. Each party may change their representatives by written notice provided to the other party.

«CAPP STAFF NAME»

«TITLE»

Canadian Association of Petroleum Producers

2100, 350 – 7th Avenue S.W.

Calgary, AB T2P 3N9

Direct Telephone: «PHONE NUMBER»

Email: «EMAIL ADDRESS»

«COMPANY REPRESENTATIVE NAME»

«TITLE»

«FULL COMPANY NAME»

«COMPANY STREET ADDRESS»

«COMPANY CITY, PROVINCE, POSTAL CODE»

Telephone: «COMPANY REPRESENTATIVE PHONE NUMBER»

Email: «COMPANY REPRESENTATIVE EMAIL ADDRESS»

Any notice, payment, demand, or communication delivered personally is deemed to have been received by and given to the addressee on the day of delivery, and if mailed, is deemed to have been received by and given to the addressee on the fourth day after the date on which it was deposited in a regularly maintained receptacle for the deposit of mail, addressed and sent, provided that in the event of any disruption, strike or interruption in the Canadian postal service after mailing and prior to receipt or deemed receipt, the notice is deemed to have been given to and received by the addressee on the fourth day following full resumption of the Canadian postal service.

Any notice, request, demand, consent, waiver or other communication will, if sent by electronic mail, facsimile transmission, or other similar form of communication, be deemed to have been given or made at the time it was successfully transmitted. Communication by electronic mail refers to a digital message operating across the internet that includes a message envelope, message header, and message body and within this agreement excludes use of any kind or brand of electronic social media or other forms of electronic or digital messaging such as text messaging, short message service, extended messaging service, enhanced messaging service, multimedia messaging service, or instant messenger application and notice cannot be provided by use of any form of social media.

9. Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable in the Province of Newfoundland and Labrador.

10. Dispute Resolution

In the event of a dispute under this Agreement, the parties agree to resolve the dispute through negotiation. Failing resolution within 30 days by negotiation, the parties agree to the least cost, yet

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effective means of resolution including consideration of mediation or arbitration. Failing agreement within 30 days of consideration of mediation or arbitration, or if necessary to preserve a limitation period, action in a civil court of competent jurisdiction may be taken.

The parties acknowledge that the breach of Clause 6, Confidentiality, by one party will give rise to irreparable injury to the other party which is not adequately compensable in damages or at law. Accordingly, the parties agree that injunctive relief will be an appropriate remedy to prevent violation of either party's respective rights and/or obligations thereunder.

Subject to Clause 7, Indemnity and Limitation of Liability, nothing in this Clause 10 shall limit a party's right to any other remedies in equity or at law, including the recovery of damages.

11. Other Terms and Conditions

«SHORT COMPANY NAME»'s relationship with CAPP is that of an independent contractor. Nothing herein contained shall be deemed to constitute a joint venture relationship or partnership between the parties. Neither party shall have any authority to assume or create any obligation whatsoever, express or implied, in the name of the other party nor to bind the other party in any manner whatsoever, except as herein specifically provided. As an independent contractor, «SHORT COMPANY NAME» is solely responsible for ensuring that any lobbyist registration requirements «SHORT COMPANY NAME» undertakes on behalf of CAPP as a consultant lobbyist are fulfilled. Should «SHORT COMPANY NAME» determine that you are required to register as a consultant lobbyist, «SHORT COMPANY NAME» will notify CAPP immediately of this determination. This notification is to be provided to Lisa Palenchuk. «SHORT COMPANY NAME» will not be reimbursed for any time «SHORT COMPANY NAME» expends or cost «SHORT COMPANY NAME» incurs to register as a consultant lobbyist. Lisa Palenchuk is available to explain the lobbyist registration system and can assist with lobbyist registration filings although such administrative support does not in any way relieve «SHORT COMPANY NAME» of the responsibility and accountability to register when required.

No deductions shall be made from fees payable to «SHORT COMPANY NAME» for Employment Insurance contributions, Canada Pension Plan contributions, Income Tax, or any other deductions from income required by the applicable government authorities. All such amounts shall be the responsibility of «SHORT COMPANY NAME» and shall be forwarded, as appropriate, directly to the government authorities involved and proof of compliance by «SHORT COMPANY NAME» with these requirements shall be made to CAPP on written request.

In the event that the Canada Revenue Agency or other like government agency seeks payment from CAPP for whatever reason for any unpaid taxes, benefits, premiums or other amounts due from «SHORT COMPANY NAME» or «SHORT COMPANY NAME»'s agent (excluding any GST which CAPP is required to pay to «SHORT COMPANY NAME»), each of «SHORT COMPANY NAME» or «SHORT COMPANY NAME»'s agent will jointly indemnify and hold CAPP harmless for the amount of such taxes, benefits, premiums or other amounts plus any interest and penalties that CAPP may be required to pay.

«DATE»

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This Agreement contains the entire understanding of the parties relating to the subject matter herein and therein contained. Any amendment to this Agreement must be in writing and executed by the proper officers of the parties.

Each provision of this Agreement is intended to be severable. If a court determines that any provision is unenforceable for any reason, that provision will be severed from this Agreement and will not affect the enforceability of the remainder or any other provision of this Agreement.

Waiver by any party of any provision of this Agreement in one instance shall not constitute a waiver as to any other instance and any waiver must be in writing to be effective.

If the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of any party such as fires, labour unrest such as strikes and picketing, floods, acts of God or war, the party affected shall be excused from performance of its obligations on a day-by-day basis provided that the party so affected shall use reasonable efforts to remove the cause of non-performance.

Both parties agree not to assign or otherwise dispose of any of their rights, obligations or interests in this Agreement without the prior written consent of the other party, which consent may not unreasonably or arbitrarily be withheld. This Agreement shall be binding upon and ensure the benefit of the parties hereto and their successors and permitted assigns.

Agreed to and accepted by the parties

«CAPP STAFF NAME»
«CAPP STAFF TITLE»
Canadian Association of Petroleum Producers

Date

«COMPANY REPRESENTATIVE NAME»
«COMPANY REPRESENTATIVE TITLE»
«FULL COMPANY NAME»

Date