



THE
NET ZERO
PROJECT

Request for Proposals

CO₂ Storage Assessment Offshore Newfoundland and Labrador, Canada

Request for Proposals No.: **322000012**

Issued: **September 15, 2022**

Submission Deadline: **October 6, 2022 4:00 pm NST**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “**RFP**”) is being issued by the Oil and Gas Corporation of Newfoundland and Labrador (“**Oilco**”) and its partners Energy NL and econext, collectively who have formed the Net Zero Project to assess the technical and economic implications of achieving net zero emissions offshore Newfoundland and Labrador (collectively known as the “**client group**”). This client group is interested in having prospective proponents submit proposals for a CO2 Storage Resource Assessment Offshore Newfoundland and Labrador, Canada as further described in Section A of the RFP Particulars (Appendix B) (the “**Deliverables**”).

1.1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with OilCo. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All proponents must have a vendor account with OilCo’s electronic bidding system at: www.merx.com/govnl and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

To contact OilCo in relation to this RFP, proponents must initiate the communication electronically through the bidding system. OilCo will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the “RFP Contact” will be:

Michael Evans

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the bidding system, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of OilCo, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with OilCo for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between OilCo and the selected proponent.

1.3.2 Term of Contract

It is anticipated that the Agreement will terminate on the 31st of January 2022, with OilCo having the option to extend. Oilco shall have the option to terminate at any time upon thirty (30) days' written notice.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	September 15 th , 2022
Deadline for Questions	September 29, 2022 at 4:00 PM local time
Deadline for Issuing Addenda	October 4 th , 2022
Submission Deadline	October 6 th , 2022 at 4:00 PM local time
Public Opening	October 7 th , 2022 at 9:15 AM local time
Rectification Period	5 business days
Anticipated Ranking of Proponents	October 14 th , 2022
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	October 28 th , 2022

The RFP timetable is tentative only and may be changed by OilCo at any time. For greater clarity, business days means all days that OilCo is open for business.

1.4.3 Public Opening

Public Openings are now delivered via a Skype meeting platform.

To access the Skype meeting for the opening your organization may be interested in, please email tenders@gov.nl.ca prior to the stated closing date and time on the open call document. The subject of the email must read 'Interest in Tender (Reference Number) Opening'. The body of the email must include the email of the individual who will be joining the Skype session. Emails requests received after the closing time shall not be acknowledged.

Prior to the opening, an email including a Skype meeting invitation will be sent to the email address indicated in the request.

The following resources are available for organizations who do not currently use the Skype platform:

[Installing Skype For Business Web App](#)

[Joining a meeting with Skype For Business Web App](#)

[Troubleshoot Skype for Business Web App Install](#)

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

www.merx.com/govnl

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

1.5.2 Proposals to be Submitted on Time

Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The client group will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, The client group will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the client group issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The client group will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, The client group will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

The client group will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the client group may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the client group may reject the proposal. The client group may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly

understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with OilCo. In the event of a tie, the selected proponent will be the proponent [with the highest score on the non-price rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of OilCo or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between OilCo and the selected proponent. Negotiations may include requests by OilCo for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by OilCo for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

OilCo intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date OilCo invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, OilCo may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until OilCo elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, OilCo may consider the proponent's past performance or conduct on previous contracts with OilCo or other institutions.

3.1.5 Information in RFP Only an Estimate

The client group and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by OilCo

OilCo will not return the proposal or any accompanying documentation submitted by a proponent.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. OilCo is under no obligation to provide additional information, and OilCo is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. OilCo is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If OilCo, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum posted in the bidding system. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OilCo.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If OilCo determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, OilCo may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the client group may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The client group may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the RFP will be publicly posted at www.merx.com/govnl

3.3.2 Debriefing

Proponents may request a debriefing within ten (10) business days after the award has been posted. All requests must be in writing to the RFP Contact. The RFP Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur in person at OilCo's location or by way of conference call or other remote meeting format as prescribed by OilCo.

The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to register a complaint regarding the RFP process, it must provide the complaint to the RFP Contact within fifteen (15) business days of the debriefing. The complaint must be in writing and must contain the following information:

- (a) the supplier's name and business contact information;
- (b) reference information respecting the RFP; and
- (c) a description of the complaint.

OilCo will review the complaint and respond to it within fifteen (15) business days of receiving it.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of OilCo in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:

- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

OilCo may disqualify a proponent for any conduct, situation, or circumstances, determined by OilCo, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of OilCo may be precluded from participating in the RFP process in instances where OilCo has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

OilCo may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if OilCo determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of OilCo; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate

information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

OilCo may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by OilCo, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, OilCo will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by OilCo in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of OilCo

All information provided by or obtained from OilCo in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of OilCo and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from OilCo; and
- (d) must be returned by the proponent to OilCo immediately upon the request of OilCo.

3.5.2 Confidential Information of Proponent

This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015). A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the ATIPPA, 2015 has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the ATIPPA, 2015.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the ATIPPA, 2015, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the ATIPPA, 2015.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the Public Procurement Regulations.

If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the ATIPPA, 2015 is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor OilCo will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and OilCo by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of OilCo to enter into an agreement for the Deliverables.

3.6.4 Cancellation

OilCo may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.
- (d) The "Atlantic Provinces Standard Terms and Conditions" apply to this RFP and may be obtained from the Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

3.8 Electronic Signature

The Public Procurement Agency, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for quotations. The electronic form of signature or consent must be directly related to the relevant response at issue and must be reliable, in a manner as determined by the Public Procurement Agency, for the purpose of identifying the person submitting the quotation.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The following sample agreement is an illustrative example only and any Agreement with a proponent will be subject to negotiations.

AGREEMENT

BETWEEN:

Oil and Gas Corporation of Newfoundland and Labrador, (the “Company”)

AND:

XXXXXXXXXX (the “Consultant”)

(Individually a “Party”, or collectively, the “Parties”)

This Agreement made at XXXXXXXXXXXX in OilCo this DD day of MM, YYYY.

Whereas the Company has requested that the Consultant provide to the Company the goods, services or works as are more particularly set out in this Agreement in accordance with the terms and conditions set forth herein;

And Whereas the Consultant has agreed to provide those goods, services or works in accordance with the said terms and conditions of this Agreement and for the compensation hereinafter set forth.

Now Therefore, in consideration of the mutual agreements, promises, conditions and arrangements contained in this Agreement, and for the good and valuable consideration set forth herein, the Parties agree as follows:

- 1.0 Scope of Work:
- 2.0 Changes:
- 3.0 Duration:
- 4.0 Termination:
- 5.0 Payment Terms
- 6.0 Taxes:
- 7.0 Records and Accounts of Costs:
- 8.0 Subcontract and Assignment:
- 9.0 Independent Consultant:
- 10.0 Consultant's Personnel:
- 11.0 Conflict of Interest:
- 12.0 Safety Regulations:
- 13.0 Liens and Claims:
- 14.0 Confidentiality, Privacy and Access to Information:
- 15.0 Liability and Indemnification:
- 16.0 Insurance:
- 17. Compliance with Law and Worker's Compensation:
- 18.0 Ownership of Work:
- 19.0 Force Majeure:
- 20.0 Notices/Reporting:
- 21.0 Duty of Care:
- 22.0 General Provisions:

Appendix A: Scope of Work

Appendix B: Proposal

[END OF APPENDIX A]

APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

A.1 Project Overview

A.1.1 Background Information

Offshore carbon storage has been successfully implemented in other jurisdictions, most notably offshore Norway where Carbon Capture Storage (“CCS”) has been ongoing since 1996. Offshore Newfoundland and Labrador has significant CO₂ storage potential given the presence of high porosity and permeability reservoir sands with large pore volumes but this potential has yet to be quantified.

The client group anticipates that this CO₂ Storage Resource Assessment will be comprised of two phases; the phase 1 study as contemplated in the Deliverables of this RFP (the “Phase 1 Study”); and subsequent phases of CCS resource assessment studies to be conducted in the future.

The Phase 1 Study will be based on available data at this time in the Jeanne d’Arc basin, Flemish Pass basin and frontier regions with available data as noted in Figure 2. CO₂ storage targets include saline aquifers in sandstones from post-rift early Jurassic through Paleogene sedimentary packages. Structural and stratigraphic traps have been identified in numerous sedimentary basins with 4 oilfields in production and one discovered field in an assessment stage.

This Phase 1 Study will involve the compilation and integration of data from a number of sources including seismic data, geophysical logs, core data, wellbore temperature and pressure data (to determine if conditions are suitable to store CO₂ in a supercritical phase), geochemical data (to determine the geochemical capability of fluids), geomechanical data (to determine cap rock integrity), and dynamic reservoir data (flow tests, etc.).

Carbon capture and infrastructure required for CO₂ storage will be outside the scope of this Phase 1 Study. A subsequent phase will go into more in depth on storage opportunities in the Jeanne d’Arc Basin area which will also consider infrastructure requirements and potential sources of CO₂. This information will help public and private decision makers understand the CO₂ storage resource that exist offshore NL.

A.2.1 Datasets to be Provided

OilCo will make available to the successful proponent datasets with the Jeanne d’Arc and Flemish Pass basins as well as frontier regions.

Figure 2 highlights the geographic extent and density of data available in the frontier regions. While this will compose the bulk of the inputs for this work, additional information/interpretive products not provided in this list may be made available as required should those products be deemed necessary for completion of the Services. This discussion will take place with the selected Proponent(s) at the onset of the project.

A.2.2 General Duties and Expectations

Using the above-noted datasets, the successful proponent will perform the following scope of work (the “Work”):

1. Identify potential storage and sealing intervals in the context of a regional structural and stratigraphic framework. Relevant depth converted interpreted seismic horizons will be provided with well ties and integrated regional geologic models;
2. Generate reservoir pore volume grids to highlight total reservoir pore volumes in each potential storage zone;
3. In an effort to calculate CO₂ storage efficiencies of potential storage intervals, petrophysical, core and dynamic data will be provided to the successful proponent to create porosity-permeability transforms. This may lead the successful proponent to use specific porosity-permeability cutoffs to high-grade storage intervals. Also to be considered for storage efficiency calculations is the volumetric displacement efficiency (i.e. sweep efficiency) and microscopic displacement efficiency to account for irreducible water saturations;
4. Generate probabilistic CO₂ storage maps that incorporate the CO₂ storage potential, taking into account storage efficiencies as well as pressure and temperature limitations;
5. In the final report, provide discussion on the CO₂ storage potential for different CO₂ storage mechanisms, including CO₂ dissolution, residual trapping, mineralogical trapping, structural and stratigraphic trapping; and
6. Identify the maturity subclasses of the storage resources using industry-standard resource classification methods established by the Society of Petroleum Engineers’ Storage Resources Management System (Figure 1) and highlight additional work that could be done to increase the maturity of the resourced identified.

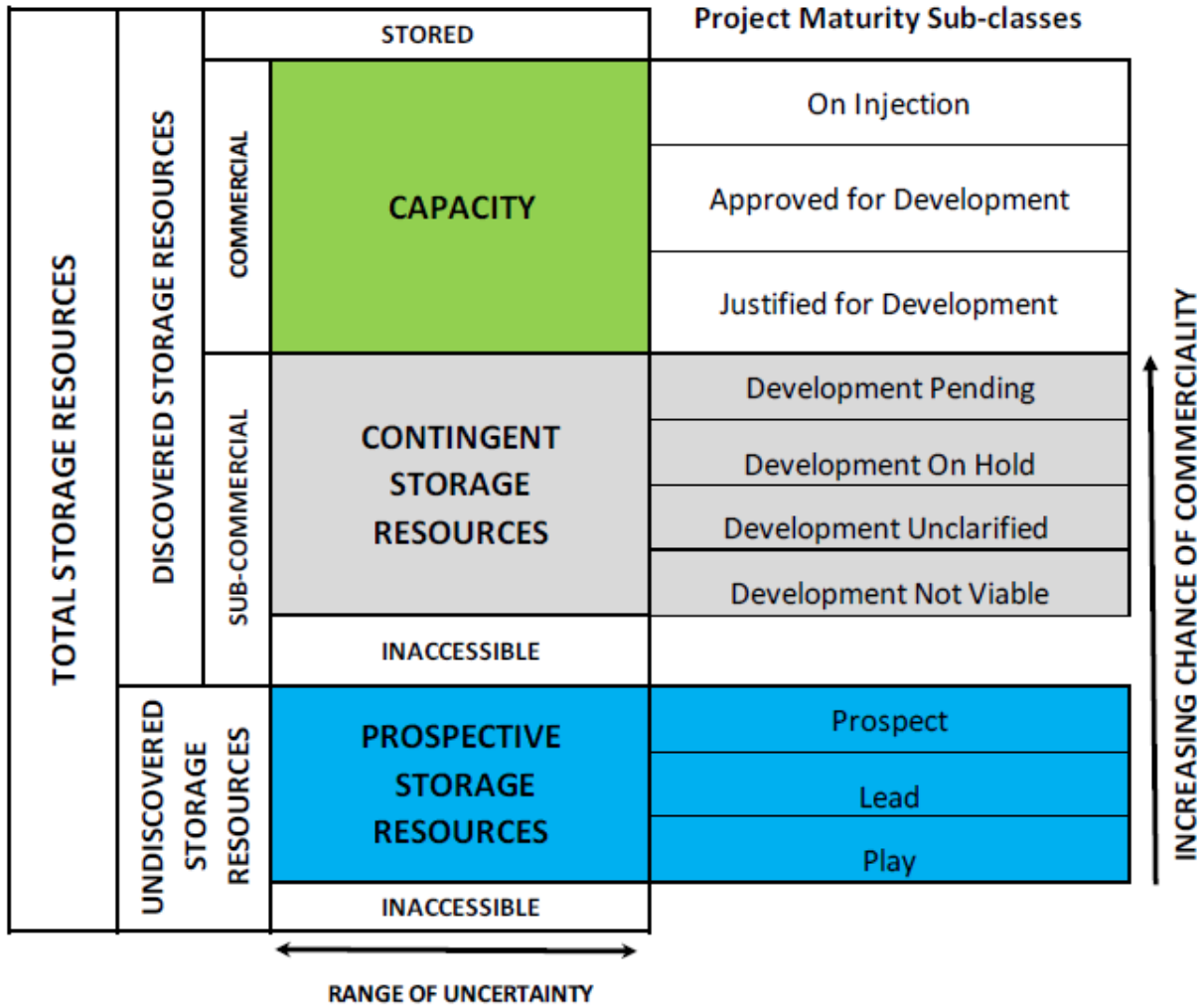


Figure 1: Subclasses of CO2 storage resources as defined by the SPE's CO2 Storage Resources Management System.

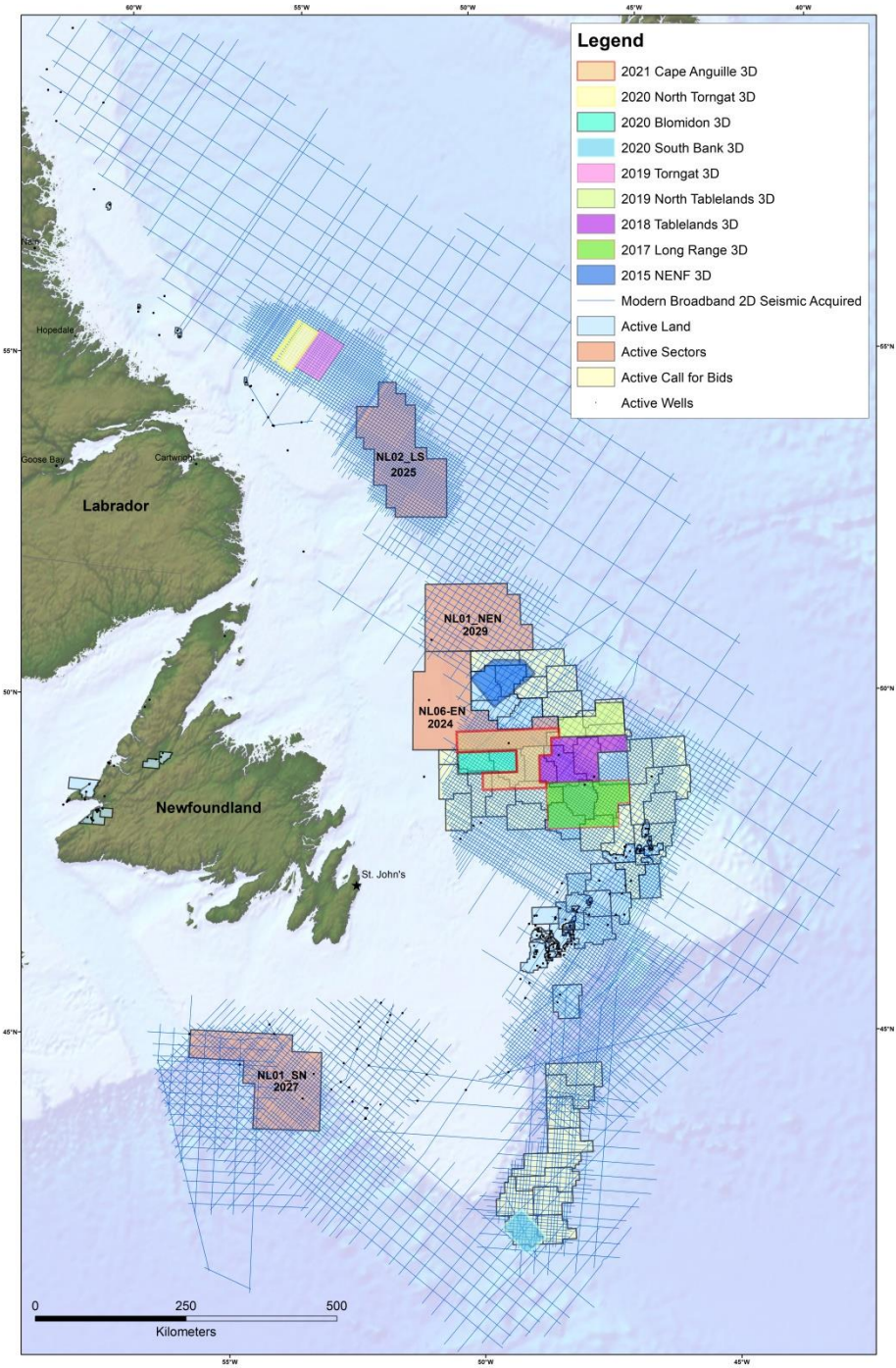


Figure 2: Geographic extent of data available offshore NL

A.2 Project Deliverables

Using the outcomes of the Work, the successful proponent with the providing the following deliverables (collectively the “**Deliverables**”):

1. A report that presents the findings of tasks 1 through 6 at Section A.2.2 of this Appendix D. Both a draft version and final version are required with the opportunity for the review committee to recommend reasonable changes to the draft version for inclusion by the proponent in the final version before the project ends. The draft version and final version will be provided in accordance with the proposed schedule of work.

2. A PowerPoint Presentation delivered to the review committee to accompany submission of the draft version of the report at a mutually agreed date and time. The presentation will summarize the findings of tasks 1 through 6 at Section A.2.2 of this Appendix D.

A.2.2 Collaboration with the Net Zero Project

OilCo shall be the contracting entity and the main point of contact for the completion of the Work and Deliverables. However, in addition to working with OilCo, the proponent will have regular interaction with the client group including staff of the Net Zero Project, Energy NL and econext. It is anticipated that the review committee identified herein shall be comprised of individuals from these entities.

A.3. Proposed Schedule of Work

It is anticipated that Deliverables will commence immediately after evaluation and award of this RFP. The proposed work schedule for both Areas is as follows:

Event	Anticipated Date
Project Kick Off Meeting	November 8 th , 2022
Completion of CO2 Resource Assessment	February 28 th , 2023
Draft Report	March 13 th , 2023
Draft Report Presentation	March 27 th , 2023
Completion of Final Report	April 24 th , 2023

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

3. Other Mandatory Submission Requirements

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

1. Certificate(s) of Good Standing

- A. If applicable, the successful proponent shall be authorized to do business in the Province of Newfoundland and Labrador prior to the execution of this RFP and, if the proponent is a corporation, it shall be registered to carry on business in compliance with the laws of the Province of Newfoundland and Labrador and shall be in good standing with the Registry of Companies of Newfoundland and Labrador.
- B. If the Work or Deliverables are performed in Canada, the successful proponent shall pay all assessments due under the relevant Workers' Compensation legislation. Prior to commencing the Work, the successful proponent shall obtain and deliver to OilCo a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with the successful proponent's performance of the Work and Deliverables and shall maintain such status throughout the currency of this Agreement.

2. Insurance

- A. Prior to commencing the performance of any part of the Work, the successful proponent shall have in place, at its expense, any insurance, which is required by law or by any professional association for which its personnel maintain a license.

- B. The successful proponent shall provide OilCo with proof that the insurance coverage, which it is required to maintain, is in full force and effect during the performance of the Work and Deliverables.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Non-Price Rated Criteria Category	Weighting (Points)
i. Knowledge, Experience, and Qualifications	40
ii. Understanding of the scope	30
iii. Pricing (see Section G below)	30
Total Points	100

i. Knowledge, Experience and Qualifications

Proponents shall provide a narrative statement as to the proponent’s qualifications to provide the requested coverage. This should include:

- a. A general statement of specialization and expertise;
- b. The size of the firm nationwide and globally, if applicable;
- c. An overview and history of the proponent, including how many years the proponent has been conducting business and experience in completing the Deliverables;
- d. Overview of types of services offered by proponent;
- e. Describe any entities similar to OilCo that Proponent has provided similar services and, at OilCo’s request, provide references for oil and gas (at least three (3) references), including contact names and telephone numbers. OilCo reserves the right to conduct reference checks. OilCo reserves the right to use prior knowledge and prior experience in the evaluation of the Proposal;
- f. An organizational chart or description showing the staffing and lines of authority for the key contacts and personnel, including personnel who would interact with OilCo;
- g. Name and qualifications of the individual that is proposed to have overall responsibility for OilCo’s account (account director/executive), the name of the alternate to that person, and their ability to access the capabilities of the Proponent. Please include the education, certifications, and qualifications, association or board memberships these individuals hold, as well as a summary of experience these personnel have provided to

similar local organizations (CVs);

- h. Names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted; and
- i. A detailed description of insurance (including coverage details, amount of coverage, deductibles, effective date and duration of insurance) that the proponent holds or intends to hold in relation to completing the Deliverables for OilCo.

ii. Understanding of the scope and objectives of the project

The proponent shall describe the process by which the proponent shall complete the Deliverables, including:

- a. Methodology for completing the Deliverables, including detailed descriptions of how the proponent will complete basin analysis, play risk analysis and resource assessment;
- b. Detailed timelines for deliverables as outlined in this RFP and ability to adhere thereto. Proponent should clearly demonstrate how it intends to adhere to the Proposed Schedule of Work as outlined in this RFP, intended workflow and milestone achievements, and team meeting and OilCo meeting schedules;
- c. Methodology for OilCo providing feedback and review to the proponent with respect to its completion of the Deliverables;
- d. Details of any creative or innovative approaches/methodologies that could add value in providing the Deliverables;

The proponent must demonstrate a comprehension of this RFP and the objectives herein as well as a comprehension of and adherence to its completion of the Deliverables.

G. PRICE EVALUATION METHOD

Note to Public Body: Include the following clause “Provincial Supplier Preference” for acquisitions with an estimated value below trade agreement thresholds:

Provincial Supplier Preference

As required by the Public Procurement Regulations under the Newfoundland and Labrador *Public Procurement Act* (the “Procurement Regulations”), a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing.

A “provincial supplier” is defined in the Procurement Regulations as a supplier of goods, services or public works that has a place of business in Province of Newfoundland and Labrador.

A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis.

The Owner may require a [proponent/respondent/bidder] to provide information and/or documentation to confirm whether that it is a “provincial supplier”, as defined above.

In the event of a tie between a provincial and non-provincial supplier, the selected bidder shall be the provincial supplier. In the event of a tie between provincial suppliers, the selected bidder will be determined by way of a coin toss.

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form (Appendix D). Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX C – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between OilCo and the proponent unless and until OilCo and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by OilCo prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and

- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of OilCo within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by OilCo to the advisers retained by OilCo to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – PRICING FORM

Fillable Pricing Form	
RFP322000012 - CO2 Storage Assessment Offshore Newfoundland and Labrador, Canada	
All Inclusive Project Price (less HST)	
END OF PRICING FORM	
v.1	

[END OF APPENDIX D]