

REQUEST FOR PROPOSALS

2023 Cohesity Licensing Purchase

RFP Number: 09230-417-036

Issue Date: November 20th, 2023

Closing Date and Time: **Proposals must be received no later than 2:00 PM
Newfoundland Time (NT) on December 8th, 2023.**

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1.0. INTRODUCTION

1.1. INTENT

The C-NLOPB is seeking Proposals for the purchase of Cohesity licensing for a HPe Cohesity data protection and management system.

The intent of this RFP is to purchase of Cohesity licensing for a HPe Cohesity data protection and management system. We are seeking a 30-month term to align with other future renewals. The necessary licensing identified has been outlined in APPENDIX “A” – SCOPE OF WORK.

More detail on the opportunity and requirements can be found within this RFP.

1.2. OVERVIEW

The C-NLOPB is responsible, on behalf of the Government of Canada and the Government of Newfoundland and Labrador, for the regulation of petroleum-related activity in the Canada-Newfoundland and Labrador Offshore Area.

The C-NLOPB’s authority is derived from the legislation implementing the February 11, 1985 Atlantic Accord between the two governments. The Canada-Newfoundland and Labrador Atlantic Accord Implementation Act and the Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act provide for joint management of the Canada-Newfoundland and Labrador Offshore Area.

Pursuant to the legislation above, the C-NLOPB regulates in the areas of offshore workplace health and safety, environmental protection, resource management and industrial benefits.

While funded by both the federal and provincial governments, the C-NLOPB operates as an independent entity with the powers of a corporation under the Canada Business Corporations Act, and is responsible for recovering its costs in regulating offshore petroleum activity from applicants and operators on behalf of both governments.

For additional information, visit the C-NLOPB’s website at <http://www.cnlopb.ca>.

2.0. DEFINITIONS

2.1. In this RFP, the following definitions apply:

- (a) “Closing Date and Time” means the date and time as set out on the cover page of this RFP.

- (b) “C-NLOPB” means the Canada-Newfoundland and Labrador Offshore Petroleum Board.
- (c) “Contract” means the written agreement between the C-NLOPB and the successful Proponent to perform the Work which is contemplated by this RFP.
- (d) “Proponent” means a person or entity responding to this RFP with a Proposal.
- (e) “Proposal” means the Proponent’s response to this RFP and includes any attachments.
- (f) “Request for Proposal” or “RFP” means this document, including any appendices and addenda.
- (g) “Work” means the Scope of Work attached as Appendix “A” of this RFP.

2.2 Headings are for convenience only and do not affect the meaning or interpretation of the sections.

2.3 Words in the singular include the plural and vice-versa.

3.0. AMENDMENT OR CANCELLATION

3.1. The C-NLOPB reserves the right to modify the terms of this RFP at any time prior to the Closing Date and Time in its sole discretion. It is the responsibility of the Proponent to monitor the C-NLOPB’s website (www.cnlopb.ca) under the heading [What’s New](#) for any modification to this RFP issued up to, and including, the Closing Date and Time. The C-NLOPB may extend the Closing Date and Time in the event it issues any amendment or modification.

3.2. This RFP may be cancelled in whole or in part at any time by the C-NLOPB in its sole discretion. Any such cancellation shall be without penalty or cost to the CNLOPB.

4.0. RFP CLOSING AND DELIVERY

4.1. One (1) electronic copy of the Proposal, including any supporting documentation, must be [received at the following email information@cnlopb.ca] with the cover page of the Proposal being clearly marked as follows:

Request for Proposals (RFP)

Canada-Newfoundland and Labrador Offshore Petroleum Board
240 Waterford Bridge Road
The Tower Corporate Campus – West Campus Hall - Suite 7100
St. John's, NL A1E 1E2
Attention: Rodney Rees, Information Technology Manager
RFP - 2023 Cohesity Licensing Purchase
RFP Number: 09230-417-036
Closing Date and Time: 2:00 PM Newfoundland Time (NT) on December 8th, 2023.

5.0. SUBMISSION REQUIREMENTS

- 5.1. Proponents must comply with the instructions provided in this RFP. Compliant Proposals are those that clearly demonstrate a thorough understanding of this RFP and its stated requirements and criteria.
- 5.2. Proposals must be professional, clear and meet the requirements of this RFP. A thorough response to all mandatory elements is required for the Proposal to be complete. A Proposal risks being judged incomplete and may be disqualified if:
 - instructions are not adhered to;
 - it does not contain sufficient detail;
 - it does not contain all the required information;
 - criteria are not clearly addressed in the format required as described in section 6.0 of this RFP.
- 5.3. Proposals must provide the name, mailing address, email address and telephone number of the Proponent's contact person.
- 5.4. Proposals must be signed by an authorized representative of the Proponent. Unsigned Proposals shall not be considered.
- 5.5. INTENTIONALLY OMITTED
- 5.6. INTENTIONALLY OMITTED
- 5.7. Where the Proponent is a corporation, the Proponent may be asked to provide a certificate of good standing from the Registry of Companies for the Province of Newfoundland and Labrador and confirmation it is in good standing with Workplace NL, prior to entering into a Contract if the Proponent is successful.
- 5.8. Proponents may include supporting documentation cross-referenced to their Proposal to assist in the evaluation.

- 5.9. The C-NLOPB reserves the right to print copies of the Proposal from the electronic copy provided by the Proponent in whole or in part.

6.0. REQUIRED PROPOSAL FORMAT

- 6.1. To ensure consistency and fairness, Proponents are to submit Proposals in the following format:
- (a) Title Page
 - (b) Table Of Contents
 - (c) Executive Summary (a one or two page summary of the key features of the Proposal)
 - (d) Checklist of Mandatory Requirements in the form set out in Appendix “B”.
 - (e) Proponent’s response (the body of the Proposal, including pricing - see Appendix “C”)
 - (f) Appendices (if any) , tabbed and referenced.

7.0. QUESTIONS AND CLARIFICATION

- 7.1. All inquiries related to this RFP must be directed via email to Rodney Rees, Information Technology Manager, at the following email address: rrees@cnlopb.ca. Inquiries must be received by November 29th, 2023 to allow sufficient response time from the C- NLOPB, otherwise a response cannot be guaranteed.
- 7.2. All questions must include the Proponent’s name and address, contact person’s name, telephone number and email address, and must identify the specific section and page number of this RFP in question.
- 7.3. To the extent that the C-NLOPB considers that the answer to a question may clarify any aspect of this RFP or assist in the preparation of Proposals by other Proponents, an addenda will be posted on the C-NLOPB’s website which will be part of this RFP. The C-NLOPB may not answer a question where it considers the information requested is not required to prepare a response to this RFP, or where the answer to the question posed may be found in this RFP.
- 7.4. The C-NLOPB reserves the right in its sole discretion to clarify any Proposal after the Closing Date and Time by seeking further information from that Proponent, without becoming obligated to clarify or seek further information from any or all other Proponents. However, Proponents are cautioned that any clarifications sought will not be an opportunity to correct or amend the Proposal in any substantive manner.

8.0. TERMS AND CONDITIONS

- 8.1. Submitting a Proposal indicates acceptance of all the terms and conditions set out in this RFP. Any Proposals received will not attract responsibilities or rights on the part of the Board or Proponents under what has been legally interpreted as a *contract "A"/contract "B"* analysis.
- 8.2. The Proponent must submit its complete Proposal before the Closing Date and Time. Proposals received late or not received completely by the Closing Date and Time will not be considered.
- 8.3. Proposals will be marked by their receipt time. In the case of a dispute, the Proposal receipt time as recorded by the C-NLOPB at its location will prevail.
- 8.4. All costs quoted in this RFP must be in Canadian Dollars.
- 8.5. INTENTIONALLY OMITTED.
- 8.6. INTENTIONALLY OMITTED.
- 8.7. Proponents must be in compliance with all applicable legislative and regulatory requirements, including, but not limited to, all labour, occupational health and safety, and worker's compensation legislation and regulations.
- 8.8. Proponents acknowledge that the C-NLOPB is subject to the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended from time to time), and that information contained in the Proposal submitted in response to this RFP could be disclosed as a result of the application of that Act.
- 8.9. Proponents shall not use the C-NLOPB's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without the CNLOPB's prior written consent.
- 8.10. Proposals must remain open and irrevocable for a period of ninety (90) days from the Closing Date and Time.
- 8.11. All documents, materials, articles and information submitted by the Proponent as part of, or in support of a Proposal shall become upon submission, the property of the C-NLOPB and shall not be returned to the Proponent.
- 8.12. The C-NLOPB makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown, data, or opinion contained in this RFP, are estimates only and are for the sole purpose of indicating to Proponents the general scale and Work that may be required.

- 8.13. Proponents shall not engage in any form of political or other lobbying whatsoever with respect to this RFP or otherwise attempt to influence the outcome of the selection process. In the event of any such activity, the C-NLOPB, at its sole discretion, may at any time, but is not required to, reject any response by that Proponent without further consideration, and either terminate that Proponent's continued participation in the selection process or impose conditions on that Proponent's continued participation that the C-NLOPB, in its sole discretion, deems appropriate.
- 8.14. Proponents are solely responsible, and without recourse to the C-NLOPB for any expenses a Proponent may incur in preparing and submitting a Proposal and for its participation in this RFP process including, but not limited to, providing additional information that may be requested by the C-NLOPB.
- 8.15. Irregularities or errors of a non-material nature in a Proposal may be waived by the C-NLOPB at its sole discretion.
- 8.16. Notwithstanding any other section of this RFP, the C-NLOPB reserves the right to reject any and all Proposals received in response to this RFP. Reasons for rejection include, but are not limited to, the following:
- (a) Proposals received after the Closing Date and Time;
 - (b) Incomplete Proposals;
 - (c) Proposals containing qualifications or conditions added by the Proponent that are unacceptable to the C-NLOPB in its sole discretion;
 - (d) Proposals which do not meet the requirements specified in this RFP.
- 8.17. INTENTIONALLY OMITTED
- 8.18. Any conflicts, discrepancies errors or omissions between this RFP, the Proposal the Contract, and any Schedules to the Contract, shall be resolved in the following order of priority:
- (a) the Contract;
 - (b) the Schedules to the Contract;
 - (c) this RFP; and
 - (d) the Proposal.

9.0. NO CLAIMS BY PROPONENT

- 9.1. The Proponent, by participating in the process outlined in this RFP document, consents to the procedures as described in this RFP, and the Proponent acknowledges and agrees that the C-NLOPB will not be liable to any Proponent for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Proponent:
- (a) in preparing and providing a Proposal;
 - (b) negotiations with the C-NLOPB, if any;
 - (c) non-acceptance or rejection of a Proposal; and
 - (d) cancellation of this RFP without award.

10.0. EVALUATION AND AWARD

- 10.1. The successful Proponent will be notified in writing by the C-NLOPB and notification of the outcome may be posted on the C-NLOPB's website. The C-NLOPB reserves the right to award to a Proponent whose Proposal may not represent the lowest overall cost. If a Contract results from this RFP process, it shall be awarded to the qualified Proponent whose Proposal is the most acceptable to the C-NLOPB in its sole discretion. Issuing this RFP implies no obligation on the CNLOPB to accept any Proposal in whole or in part.
- 10.2. The successful Proponent will be selected in the sole discretion of the C-NLOPB, based on the Mandatory Requirements in Appendix "B" and additional criteria specific to the Work, including, but not limited to:
- (a) ability to meet and understand C-NLOPB requirements in this RFP. Proposals will be evaluated based on the strength of understanding of C-NLOPB Work requirements as demonstrated in the Proposal;
 - (b) demonstrated experience with similar projects;
 - (c) overall cost of the Proposal (including proposed pricing and any other costs to be incurred by the C-NLOPB);
 - (d) ability to meet C-NLOPB timelines for starting and completing the Work;
 - (e) project approach and plan;
 - (f) innovation or creativity; and

The criteria above are not necessarily listed in order of priority.

- 10.3 In evaluating responses to this RFP, first consideration shall be given by the Board to Proposals which:
- (a) provide employment for individuals resident in the Province, and

- (b) offer services provided from within the Province / goods manufactured in the Province, where those services and goods are competitive in terms of fair market price, quality and delivery.

11.0. CONFIDENTIALITY

- 11.1. The C-NLOPB will, to the extent it reasonably can and subject to its obligations under law, hold confidential any information labelled as confidential provided to it by Proponents. If for any reason information provided to the C-NLOPB should not be disclosed because of its sensitive nature, then it is incumbent upon the Proponent when supplying the information to make this clear and to specify the reasons for the information's sensitivity.
- 11.2. The successful Proponent and its respective staff may be required to sign a formal confidentiality/non-disclosure agreement relating to the protection of confidential information of the C-NLOPB to which they may have access to during the course of the Contract.
- 11.3. The successful Proponent shall not disclose or make public any statements or material acquired or produced in relation to this RFP or any subsequent Contract without the prior written permission of the C-NLOPB.

12.0. CONFLICT OF INTEREST

- 12.1. Proponents shall disclose any information that might be relevant to an actual or potential conflict of interest. Proponents must warrant that, at the date of the acceptance of their Proposal, no conflict of interest exists or is likely to arise in the performance of their obligations under the Contract. If during the term of the Contract, a conflict of interest or a risk of a conflict of interest arises, the Proponent shall notify the C-NLOPB immediately in writing of that conflict or risk.

APPENDIX “A” – SCOPE OF WORK

1.0 PROJECT OVERVIEW

This section provides an overview of the Project for informational purposes only. Proponents are not expected to respond to this background information.

The C-NLOPB is seeking bids for the purchase of Cohesity licensing for a HPe Cohesity data protection and management system. We are seeking a 30-month term to align with other future renewals. The necessary licensing identified is outlined in section 3.0.

- 2.0 Proponents should provide a quote based on the Bill of Materials (BOM) provided below, which outlines quantity of each product required, product number, product description, and product line.

The Proposal should include the products as listed below.

3.0 BILL OF MATERIALS

Config Name: CNLOPB - Cohesity renewal 30 months
UCID: 5135658504-01 (Solution Level)

| Qty | HPe Product # | Product Description | Product Line |
|-----|---------------|---|--------------|
| 50 | S1Y05AAE | Cohesity FK aaS Cold 1TB 2yr E-LTU | 7Z |
| 50 | S1Y14AAE | Cohesity FortKnox aaS Cold Data 1TB 6-month Subscription and Support E-LTU | 7Z |
| 50 | R8H09AAE | Cohesity DataProtect Service 1TB 2-year Subscription and Support E-LTU | 1T |
| 50 | R8H03AAE | Cohesity DataProtect Service 1TB 6-month Subscription and Support E-LTU | 1T |
| 50 | R8H48AAE | Cohesity DataProtect Replication Service 1TB 2-year Subscription and Support E-LTU | 1T |
| 50 | R8H42AAE | Cohesity DataProtect Replication Service 1TB 6-month Subscription and Support E-LTU | 1T |

APPENDIX "B" - MANDATORY REQUIREMENTS CHECK LIST

Check Box to be completed and included with the Proposal.

| | |
|---|--------------------------|
| The Proposal package contains one (1) complete electronic copy of the RFP Proposal and related documentation | <input type="checkbox"/> |
| The Proposal was delivered in full on or before the Closing Date and Time | <input type="checkbox"/> |
| The Proposal is signed by an authorized representative of the Proponent | <input type="checkbox"/> |
| The Proponent has read and understood the RFP and the C-NLOPB's requirements and it's presentation is clear, professional and complete. | <input type="checkbox"/> |

APPENDIX "C" – PRICING

The Proposal shall contain a fixed price, inclusive of all fees, expenses and incidentals to perform the Work as described in this RFP. Prices quoted must be in Canadian Dollars, exclusive of HST.

APPENDIX "D" – INTENTIONALLY OMITTED