

REQUEST FOR PROPOSALS

Mobile Cellular Services - 2024

RFP Number: 09230-417-041

Issue Date: February 22nd, 2024

Closing Date and Time: **Proposals must be received no later than 2:00 PM
Newfoundland Time (NT) on March 22nd, 2024.**

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1.0. INTRODUCTION

1.1. INTENT

The C-NLOPB is seeking Proposals for cellular phone services and hardware

The intent of this RFP is to obtain proposals for the provision of cellular phone services, including cellular data, voice, texting, roaming packages. Additionally, we are seeking proposals for the upgrade of our mobile device hardware.

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.

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- (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:

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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: Robert Newhook, Purchasing Coordinator
RFP - Mobile Cellular Services - 2024
RFP Number: 09230-417-041
Closing Date and Time: 2:00 PM Newfoundland Time (NT) on March 22nd, 2024

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 OMMITED]
- 5.6. [INTENTIONALLY OMMITED]
- 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 Robert Newhook, Purchasing Coordinator, at the following email address: rnewhook@cnlopb.ca. Inquiries must be received by March 15th, 2024 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 OMMITED]
- 8.6. [INTENTIONALLY OMMITED]
- 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

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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. By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the C-NLOPB on substantially the same terms and conditions set out in the sample Contract in Appendix "D" and such other terms and conditions to be finalized to the satisfaction of the C-NLOPB, if applicable unless otherwise agreed between the C-NLOPB and the successful Proponent. In the event a Proponent has a standard contract and the terms are equivalent to the C-NLOPB's sample contract, the C-NLOPB would be willing to review same.

In the event a Proponent has a standard contract and the terms are equivalent to the C-NLOPB's sample contract, the C-NLOPB would be willing to review same.
- 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 C-NLOPB 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 currently has 64 mobile phones, and 21 data-only devices (such as iPads). The number of phones is expected to remain similar, however data-only devices may be reduced.

-To streamline management and administration, the C-NLOPB exclusively uses Apple iPhones and Apple iPads for any staff who require a cellular connection.

-While the majority of usage is domestic within Canada, we do have staff who require travel abroad, including to the United States, Norway, Australia, and other international destinations.

-Typical data usage is approximately 2.5GB per month per device, with some months using more, and other months using less.

2.0 SCOPE OF WORK

Proponents should provide a proposal for mobile cellular plans and hardware for the C-NLOPB. The below table of specifications is not all inclusive; however, it has been provided to guide and assist Respondents when developing responses and understanding our needs.

Hardware	
Device Specifications	Provide the device specifications of the iPhones and iPads that are available for corporate plan pricing.
Mobile Device Management	The Carrier and Devices must support the Apple Device Enrollment Program (DEP). Please describe how this would be supported.
Device Upgrade	Describe the available options for upgrading or replacing a device both with and without an existing plan.
Lost Device	Describe the options for replacing a lost device on an existing plan.
Delivery Options	When a new device is requested, describe the options for delivery.
Device Warranty	Describe the device warranty options for new devices, if any.
Spare Devices	Ensure devices are stocked locally to replace lost devices or urgent new activations. Yes / No

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Service Plans	
Basic Plan	Provide details and features of the basic service plan offering. At a minimum, the basic plan should include Call Display, Call Waiting, Unlimited Local Calling, Voice Mail, Tethering, Unlimited Text Messaging, Unlimited Local and Long Distance between members.
Optional Plan	Provide details on the optional features available to the basic service plan offering.
Commitment	Provide detail on the commitment durations. Duration should not exceed 3 years, and would begin on or after March 16 th , 2024.
Commitment	Provide detail on the commitment durations when adding a new device to the contract.
Commitment	If during the contract term market rates change, is the option to discuss new rates available. Yes / No
Commitment	Provide the minimum number of devices required for the plan pricing provided.
Data	Provide details on options for shared/pooled data. Describe how shared/pooled data works within the proposed plans.
Roaming	Provide details on US and International roaming packages for voice, text and data.
Pricing	
Devices	Provide the pricing of new devices both with and without a term contract.
Devices	Provide one-time upfront costs and plan pricing for “Bring your own device” services.
Devices	Provide pricing to unlock phones, if required.
Long Distance Plans	Provide pricing per minute for US and Internal long distance voice and per megabyte for data.
Upgrade	Describe the pricing for upgrading or replacing a device.
Contract	Provide details and cost for early termination of contract. Include both plan cancellation cost and device cancellation costs.
911 Services	Provide pricing / fees for 911 services.
Account Management and Billing	
Billing	Ability to deliver and view bills electronically. Yes / No
Web Portal	Describe the administrative web based portal functionality.
Notifications	Describe the ability to notify administrators of account usage if approaching account limits.
Reporting	Allow usage reports to be download in PDF / Excel format.
Account	Dedicated account representative. Yes / No

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System Access and Availability	
Coverage	Provide a detailed coverage map of St. John's and surrounding areas for voice and data services
Coverage	Provide a coverage map for voice and data services for Newfoundland and Labrador.
Coverage	Provide a coverage map for voice and data services for Canada and International coverage.
SLA	Provide the process to notify customers of service outages.
SLA	Provide the network SLA uptime for voice and data services.
SLA	Provide details on the Internet speeds available in St. John's as well as across Newfoundland and Labrador.
Support	Describe the process to contact technical support.
Customer Service	Provide the defined response time for urgent orders and inquires.

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

All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

Prices must be quoted in Canadian currency, and fixed prices must be quoted for the full term of the Proponent's proposed agreement.

APPENDIX “D” – STANDARD C-NLOPB CONTRACT

CONTRACT NUMBER: **XXX**

THIS CONTRACT MADE EFFECTIVE THE **XX** DAY OF **XX**, 20**XX**.

BETWEEN:

CANADA-NEWFOUNDLAND AND LABRADOR OFFSHORE PETROLEUM BOARD, a board established by the joint operation of section 9 of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and section 9 of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act*, having an office at the City of St. John's, in the Province of Newfoundland and Labrador, Canada

(the “Regulator”)

-and-

CONTRACTOR NAME, a company duly incorporated under the laws of [Province/State][and extra-provincially registered in Newfoundland and Labrador IF APPLICABLE], with its head office located in [City, Province/State, Country]

(the “Contractor”)

(each a “Party”, and collectively, the “Parties”)

WHEREAS:

- A. The Regulator desires to retain the Contractor to perform the work as specified in Schedule “A”.
- B. The Contractor has agreed to perform the work upon the terms and conditions set out in this Contract.

NOW THEREFORE in consideration of the payments to be made hereunder and the covenants and undertakings of the Parties contained herein, the sufficiency and receipt of which is hereby acknowledged, the Regulator and the Contractor mutually agree as follows:

1. CONTRACT DOCUMENTS

(a) The following schedules attached hereto shall form a part of this Contract:

- (i) Schedule “A” - Scope of Work;
- (ii) Schedule “B” - Time of Performance; and

(iii) Schedule “C” Compensation.

(b) In case of a conflict an inconsistency between the main body of this Contract and the schedules attached hereto, the main body of this Contract shall prevail to the extent of resolving such conflict.

2. THE WORK

(a) The Contractor shall provide personnel, materials and supervision necessary to perform the work as described in Schedule “A” (the “Work”).

(b) The Contractor shall carry out the deliverables outlined in Schedule “A”.

(c) The Contractor shall report to the Director, **Department Title**.

(d) The Contractor shall have its personnel comply with the provincial COVID-19 protocols as well as related policies put in place by the Regulator, if any.

3. TERM AND TIME OF PERFORMANCE

This Contract shall become effective upon the date first above written (the “Effective Date”) and the Contractor shall prosecute the completion of the Work with due diligence and dispatch in accordance with Schedule “B”.

4. COMPENSATION

(a) The Contractor shall be reimbursed for performing the Work in Canadian funds in accordance with Schedule “C”.

(b) The Regulator shall have no obligation to pay the Contractor for any goods or services which are not part of the Work.

5. INVOICES

(a) The Contractor shall present, in accordance with the provisions of Schedule “C”, one original invoice to:

Canada-Newfoundland and Labrador Offshore Petroleum Board
240 Waterford Bridge Road - Suite 7100
The Tower Corporate Campus - West Campus Hall
St. John’s, NL A1E 1E2
Canada

Attention: Director, **Department Title**
information@cnlopb.ca
(as the electronic means of submitting an invoice)

(b) The Contractor’s invoices shall be accompanied by such supporting

documentation as may be requested by the Regulator.

6. INDEPENDENT CONTRACTOR

- (a) In the execution of the Work, the Contractor shall operate as an independent contractor.
- (b) Nothing in this Contract shall be construed to constitute the Contractor the agent, representative or employee of the Regulator.
- (c) The Contractor hereby covenants and agrees to indemnify and save harmless the Regulator from all costs and expenses arising out of any claim or liability by reason that the Contractor is considered an agent, representative or employee of the Regulator.

7. AMENDMENTS

This Contract may only be amended, supplemented or otherwise modified by the written agreement of the Parties.

8. TERMINATION

- (a) It is agreed that either Party has the right, in the exercise of its absolute discretion, to terminate this Contract at any time, subject to Clause 17, by giving at least seven (7) days written notice to that effect to the other Party.
- (b) The termination of this Contract will not affect the rights of the Parties hereto which have accrued prior to the date of termination and shall not relieve any Party from its obligations which may have arisen prior to the date of such termination, nor shall such termination affect such rights, remedies or obligations preserved under Clause 17.
- (c) Subject to all other terms and conditions of this Contract, if this Contract is terminated, the Contractor shall be entitled to full payment proportionate to the part of the Work done by the Contractor up to the effective date of the termination in accordance with Schedule "C".
- (d) The Regulator shall not be held liable for damages or loss of profits on account of the termination in accordance with this Contract.

9. CONFIDENTIAL INFORMATION

- (a) For the purposes of this Contract:
 - (i) "Confidential Information" shall mean any and all information, data or know-how, whether technical or non-technical, as well as any sample or model, that is disclosed pursuant to this Contract by the Regulator (in whatever form communicated or maintained, whether written, oral, electronic or otherwise) or that results from the Contractor's Work for the Regulator, including, without

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limitation, any knowledge or information relating to corporate documents, records, registers, notices, minutes or any other corporate information relating to the operations, business, financial affairs, products, services, projects, technologies, facilities, inventions, creations or intellectual property of the Regulator; and

- (ii) except as required by applicable federal, provincial or local law or regulation, the term “Confidential Information” as used in this Contract shall not include information that:
 - a. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Contract by the Contractor or any of its employees, subcontractors or agents;
 - b. at the time of disclosure is, or thereafter becomes, available to the Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Contractor by a legal obligation;
 - c. was known by or in the possession of the Contractor or its employees, subcontractors or agents, as established by documentary evidence, prior to being disclosed by or on behalf of the Regulator pursuant to this Contract; or
 - d. was or is independently developed by the Contractor, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information.
- (b) The Contractor agrees to keep confidential all Confidential Information which has been made available or is hereafter made available to the Contractor by the Regulator or which results from the Contractor’s Work for the Regulator.
- (c) The Contractor agrees not to disclose any Confidential Information to others without the prior written approval of the Regulator.
- (d) The Contractor agrees not to use the Confidential Information presented hereunder for any other purposes than to perform the Work in accordance with this Contract.
- (e) The Contractor shall give the Regulator such other assurances and enter into such additional secrecy or other agreements as may be necessary or appropriate to give full effect to the intent and purpose of this Contract. In addition, in handling Confidential Information of the Regulator, whether to perform such obligations, the Contractor shall use the same degree of care that it uses to protect its own confidential information and/or materials of similar value, but in no event less than the ordinary degree of care

required by law to preserve the secrecy of information that under such law is deemed confidential.

- (f) All information regardless of its form, including without limitation, electronic data, reports, opinions, or other pertinent papers prepared by the Contractor and arising from this Contract, and all intellectual property rights therein, are the sole property of the Regulator and may be used by the Regulator at its discretion.
- (g) Upon termination of the Contract, the Contractor shall relinquish to the Regulator all originals and copies of the Confidential Information unless otherwise agreed to by the Director, **Department Title** of the Regulator. The Contractor shall also confirm to the Regulator that electronic copies or versions of Confidential Information have been removed from its electronic systems, from its devices, or from media or from any locations used to store such information, including, without limitation, any remotely stored copies, any back-up copies, any archived copies or any copies that can be restored or recovered at the first opportunity. The Contractor shall provide the Regulator with written confirmation that this term of the Contract has been complied with by the Contractor.

10. ASSIGNMENT

- (a) Neither this Contract nor any of the rights, duties or obligations under this Contract is assignable or transferable by a Party without the prior written consent of the other Party, which consent may not unreasonably be withheld. Any attempt to assign any of the rights, duties or obligations in this Contract without such written consent is void.
- (b) Notwithstanding that the Contractor may assign or subcontract any of the Work as provided above in paragraph 10(a), the Contractor shall remain solely liable and responsible to the Regulator for the performance of this Contract.

11. COMPLIANCE WITH LAW

- (a) The Contractor shall observe and comply with, and shall ensure that its employees, subcontractors and agents observe and comply with, all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, municipal, and local governing bodies having jurisdiction over the Work.
- (b) The Contractor shall indemnify and save harmless the Regulator from and against any and all liabilities and penalties resulting from any non-compliance or violation by the Contractor, its employees, agents and subcontractors of such laws, ordinances, codes and regulations.

12. RELEASE OR PUBLICATION

- (a) The Contractor shall not release or disclose to a third party any results or information, including Confidential Information, relating to the Work to be performed by the Contractor hereunder without the prior written consent of the Regulator.

- (b) The Contractor shall not use the name of the Regulator in any advertising or promotional material or publicity release relating to the Work, or the results thereof without the prior written consent of the Regulator, which consent may be arbitrarily withheld.
- (c) All materials, files and images produced or generated by the Contractor as a result of this Contract are the exclusive property of the Regulator and may be reproduced by the Regulator at its discretion.

13. LIABILITY AND INDEMNIFICATION

- (a) Subject to paragraphs (b), (c) and (d) hereof, the Contractor shall:
 - (i) be liable to the Regulator for all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which the Regulator may suffer, sustain, pay or incur; and, in addition,
 - (ii) indemnify the Regulator against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Regulator;

as a result of or in connection with the performance, purported performance or non-performance of the provisions of this Contract including the Work hereunder by the Contractor, its employees, agents, affiliates, or subcontractors excluding any such actions, proceedings, claims, demands, losses, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of the Regulator or its agents, employees or subcontractors.

- (b) The Contractor's liability to the Regulator for any reason and upon any cause of action, whether sounding in tort, contract, or any other legal theory, shall at all times and in the aggregate be limited to the total Compensation in Schedule "C" herein.
- (c) Neither Party shall be liable for any exposure to, transmission of, or infection with COVID-19 by the other Party or their employees, agents, affiliates, or subcontractors arising from or in connection with the Work, including but not limited to, any attendance by the Contractor, its employees, agents, affiliates or subcontractors at the Regulator's premises.
- (d) Neither Party shall be liable for any indirect or consequential damages or losses suffered by the other Party including loss of anticipated profits or business whether such damages are based in contract, tort or otherwise.

- (e) Except as otherwise expressly provided in this Contract, the Parties do not intend that this Contract benefit or create any legal or equitable right, remedy or cause of action in, or on behalf of, any third party and no person or entity, other than a Party to this Contract, is entitled to rely on the provisions of this Contract in any proceeding.

14. INSURANCE COVERAGE

- (a) The Contractor shall place and keep at its own expense the following insurance in force during the term of this Contract and such insurance shall not act as a limitation of the Contractor's obligations or liability hereunder:
 - (i) Employment Insurance and workers' compensation coverage to cover all the employees of the Contractor engaged in the Work in accordance with the statutory requirements of the province having jurisdiction;
 - (ii) automobile liability insurance covering all motor vehicles owned, non-owned, or licensed or hired by the Contractor and used in the performance of the Work as required by applicable provincial legislation;
 - (iii) aircraft liability insurance, where the Contractor owns an aircraft or uses an aircraft for the Work, covering owned, non-owned, or licensed or hired aircraft with an inclusive limit of not less than five million dollars (\$5,000,000.00) for bodily injury to or death of, any one person, or property damage as a result of any one accident.
- (b) The Contractor shall use its best efforts to require its subcontractors to comply with all applicable Employment Insurance and workers' compensation legislation and to obtain and continuously carry insurance at least equivalent to that set out above during the period in which such subcontractors are engaged in the Work.
- (c) The Contractor shall provide at its own expense any other insurance which it is required by law to provide.
- (d) Where required in writing by the Regulator, the Contractor shall present duplicate certificates which show that the above insurance is in effect and which provide for thirty (30) days' prior written notice to the Regulator from the insurer of material changes, cancellation, or renewal.

15. NOTICES

Except as otherwise provided for in this Contract, all notices authorized or required to be given pursuant to this Contract shall be in writing, and either delivered by hand, registered mail, or electronic means as follows:

REGULATOR: Canada-Newfoundland and Labrador Offshore Petroleum Board
240 Waterford Bridge Road - Suite 7100
The Tower Corporate Campus - West Campus Hall
St. John's, NL A1E 1E2

Request for Proposals (RFP)

Canada

Attention: Director, **Department Title**

E-mail: xxx@cnlopb.ca

CONTRACTOR: **Contractor Name**
Address

Attention: **XXX**

E-mail: **XXX**

Any such notice shall be deemed to have been given and received, if delivered by hand, on the day on which it was delivered, or, if mailed, on the day of receipt, or, if sent by electronic means, on the first business day following the day it was dispatched. No Party shall mail any notice hereunder during any period in which Canadian postal workers are on strike or if any such strike is imminent and may be anticipated to affect normal delivery thereof. A Party may change its address for the receipt of notice at any time by giving notice thereof to the other Party.

16. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be governed by, and the legal relations between the parties shall be construed and applied in accordance with, the laws of the Province of Newfoundland and Labrador and Canada.
- (b) The courts having exclusive jurisdiction with respect to all matters directly or indirectly relating to this Contract shall be the courts of the Province of Newfoundland and Labrador without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.
- (c) This Contract shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- (d) Time is of the essence herein.
- (e) Neither Party shall be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either of the excused Party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather, or other act of God, or

shortage of labour or fuel or raw materials, or interruption caused by strikes, lockouts, labour controversies, or other factors beyond the reasonable control of the Regulator or the Contractor.

- (f) Wherever there is provided in this Contract a time limitation for performance by the Regulator or the Contractor of any act or obligation, the time provided for shall be extended for as long as and to the extent the delay in complying with such limitation is due to an occurrence described in 16(e) herein.
- (g) No waiver by either Party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that Party unless the same be expressed in writing and signed by a duly authorized representative of such Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.
- (h) Clause headings and any other headings or captions hereto shall not be used in any way in construing or interpreting any provision hereof.
- (i) If any covenant, obligation, agreement, term or condition of this Contract or the application thereof to any person or circumstances is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Contract or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement term and condition of this Contract shall be separately valid and enforceable to the fullest extent permitted by law.
- (j) Each Party will, at the request of the other Party, execute and deliver such additional documents and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to and carry out the terms of this Contract.
- (k) Except as otherwise expressly provided in this Contract, all costs and expenses incurred in connection with this Contract and the matters or transactions contemplated herein are to be paid by the Party incurring such costs and expenses. If this Contract is terminated, the obligation of each Party to pay its own costs and expenses will be subject to any rights of such Party arising from a breach of this Contract by the other Party or Parties.

17. CONTINUING OBLIGATIONS

The provisions of Clauses 4, 6, 8, 9, 10, 11, 12, 13 and paragraphs 16(a), (b), (c) and (i) shall survive the termination of this Contract.

18. SCENT-FREE POLICY

The Contractor agrees that any employees, subcontractors or agents who attend the premises of the Regulator will respect the Regulator's scent-free office environment.

19. ENTIRETY OF AGREEMENT

This Contract constitutes the entire agreement and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this Contract. Neither Party has relied or is relying on any other information, discussions or understandings in entering into this Contract.

By signing this Contract, the Regulator and the Contractor agree to the terms and conditions contained herein.

**Canada-Newfoundland and Labrador
Offshore Petroleum Board**

Signature

Date

Contractor Name

Signature

Date

SCHEDULES

Schedule "A" - Scope of Work

Schedule "B" - Time of Performance

Schedule "C" - Compensation

Schedule "A" - SCOPE OF WORK

General Requirements

[to be inserted by drafter]

Deliverables

[to be inserted by drafter]

Schedule "B" - TIME OF PERFORMANCE

1. The Contract start date is the Effective Date. The term of the contract is up to and including [month, day, year].

Schedule "C" – COMPENSATION

1. FEE FOR THE WORK

The total cost of the Contract, including remuneration and expenses, shall not exceed \$XXX CAD, **exclusive or inclusive** of HST, and is inclusive of all permitted expenses unless otherwise agreed to in writing by the Parties.