August 31, 2016

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 (Act) [Our file # CCEE-2-2016]

On August 11, 2016, the Office of Climate Change and Energy Efficiency received your request for access to the following records:

Request detailed breakdown of all consultants used by department between December 1, 2015 to August 11, 2016. Please include agreements/contracts, amount paid to date as well as scope of work and associated timeframes.

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Environment and Climate Change to grant access in part to the requested information. Portions of the attached documents have been severed in accordance with the following exception to disclosure as specified in the Act:

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. The information is being provided in two parts: Tab 1 includes a spreadsheet and Tab 2 includes contracts.

For the purpose of this request, the definition used for ‘consultant’ is as follows: “An external consultant is deemed to be a private individual, group of individuals, company or institution with a high level of attainment in professional, scientific, technical or managerial field which is engaged directly by a government department to perform specific work of an advisory nature not covered under the Public Tender Act.” This definition of ‘consultant’ is also found in the Government of Newfoundland and Labrador’s Guidelines for Hiring External Consultants.

Section 42 of the Act provides that you may ask the Information and Privacy Commissioner to review the processing of your access request. A request to the Commissioner must be made in the manner set out in the Act.
writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Station “A”
St. John’s, NL A1B 3V8

Telephone: (709) 729-6309
Toll-free telephone: 1-877-729-6309
Fax: (709) 729-6500
e-mail: commissioner@oipc.nl.ca

Section 52 of the Act provides that you may appeal directly to the Supreme Court of Newfoundland and Labrador, Trial Division. In the event that you choose to appeal to the Trial Division, you must do so within 15 business days after you receive the decision of the public body.

Please be advised that this response will be published following a 72 hour period after it is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the response posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any questions, I can be reached by telephone at (709) 729-7955 or by email at chadblundon@gov.nl.ca.

Sincerely,

Chad Blundon
Director of Government Relations

Attachments
<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Description</th>
<th>Total Amount Per Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>NL Hydro</td>
<td><strong>Real-Time Monitoring Pilot Project</strong>: Initiative to implement a two-year pilot project to determine if homeowners would conserve energy if they had a feedback device that provides them with real-time information on their electricity consumption. The project spanned two fiscal years and the total cost of the pilot project was $319,771.20, of which $119,889.76 was for work invoiced during the timeframe associated with the request for information.</td>
<td>$119,889.76</td>
</tr>
<tr>
<td>GHD Limited</td>
<td><strong>Work on Intensity-Duration-Frequency (IDF) Curves &amp; Climate Projections</strong>: Initiative to update and expand precipitation data from IDF stations in Newfoundland and Labrador. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$9,900</td>
</tr>
<tr>
<td>Cheminfo Services Inc.</td>
<td><strong>Greenhouse Gas Reporting for Large Industry</strong>: Initiative to finalize a comprehensive, accurate and robust guidance document to assist large industrial facility owners comply with forthcoming GHG reporting requirements in Newfoundland and Labrador, including forms, worksheets and tables. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$40,856.28</td>
</tr>
<tr>
<td>Memorial University of Newfoundland</td>
<td><strong>Coastal Archaeological Resources Risk Assessment (CARRA) Project</strong>: Initiative to support the production of a user guide to facilitate the use of the Sites@Risk climate change risk assessment tool by end users, testing and piloting the user guide by archaeology offices and develop a report on how the CARRA tool could be adapted for broader application in the province. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$25,000</td>
</tr>
<tr>
<td>The Pixel Shop</td>
<td><strong>Turn Back the Tide Website Redesign</strong>: Initiative to update and improve the accessibility and user friendliness of the Turn Back the Tide campaign website and Facebook page. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$43,300</td>
</tr>
<tr>
<td>Consultant</td>
<td>Description</td>
<td>Cost</td>
</tr>
<tr>
<td>----------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>AMEC Foster Wheeler</td>
<td><strong>Climate Change Adaptation Tools and Resources:</strong> Initiative to improve understanding of the uptake of climate change tools by key stakeholders, identify ways to increase resilience to climate change through increasing uptake of information products and tools, and understand the training needs of stakeholders on climate change adaptation. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$59,811</td>
</tr>
<tr>
<td>ThermalWise</td>
<td><strong>Incorporating Energy Efficiency Into the Construction of Buildings:</strong> Initiative to design and deliver technical training for industry professional on codes, standards and best practices in incorporating energy efficiency into the construction of buildings and develop technical guides to serve as stand-alone resources for stakeholders. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$45,700</td>
</tr>
<tr>
<td>Prime Communications</td>
<td><strong>Turn Back the Tide Social Media Campaign:</strong> Initiative to develop a social media campaign to generate increased traffic to the updated Turn Back the Tide website and Facebook page. All work was invoiced during the timeframe associated with the request for information.</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Consultant Cost Subtotal</strong></td>
<td></td>
<td>$356,457.04</td>
</tr>
<tr>
<td><strong>Adjustments</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Adjustment Subtotal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Consultants from December 1, 2015 to August 11, 2016</strong></td>
<td></td>
<td>$356,457.04</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 23rd day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE ("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C"; and
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Fifty-Nine Thousand, Eight Hundred and Eleven ($59,811.00) (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Detailed Project Plan</td>
<td>October 30, 2015</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Draft report on key findings from stakeholder engagement, including recommendations</td>
<td>January 8, 2016</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>Final report on key findings from stakeholder engagement, including recommendations</td>
<td>February 1, 2016</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Draft report on options for training program, including recommendations on roll-out</td>
<td>February 1, 2016</td>
<td>30%</td>
</tr>
<tr>
<td>5</td>
<td>Final report on options for training program, including recommendations on roll-out</td>
<td>March 4, 2016</td>
<td>30%</td>
</tr>
</tbody>
</table>

* The progress payments will be provided once the Office of Climate Change and Energy Efficiency (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content. The Client will hold back 10% of the payment due for each of Items 2 and 3 subject to acceptance of the final product due March 4, 2016.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.
1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Fifty-Nine Thousand, Eight Hundred and Eleven ($59,811.00) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:

Office of Climate Change and Energy Efficiency
Executive Council
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
clarkee@gov.nl.ca
Attention: Elaine Clarke
4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca

For the Consultant:
Name: Jonas Roberts, Project Manager
Amec Foster Wheeler Environment & Infrastructure
Address: 133 Crosbie Road
P.O. Box 13216
St. John's, NL A1B 4A5
Phone: (709) 722-7023 ext. 213
Email: jonas.roberts@amecfw.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be
conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**
   In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

   - **Start Date:** October 30, 2015
   - **Completion Date:** March 4, 2016

9. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
    In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

[Signature]
Julia Mullahey,
Clerk of the Executive Council & Secretary to Cabinet

Date: **Oct. 23, 2015**

For

[Signature]
Jonas Roberts,
AMEC Foster Wheeler Environment & Infrastructure

Date: **2015-10-29**
REQUEST FOR PROPOSALS:
Climate Change Adaptation Tools and Resources

Any resultant contract from this RFP may be subject to proactive public disclosure.

All documents and other records in the custody or under the control of some or all of the Government or its representatives may be subject to the Access to Information and Protection of Privacy Act, 2015, SNL2015 A-1.2. Subject to the provisions of this Act and as required by law, all responses and other documents and other records submitted by a Consultant in connection with this RFP will be considered confidential, and financial and other proprietary information will not be disclosed.

Any proposal submitted in response to this RFP shall contain the signature, name and title of the person authorized to sign on behalf of the Consultant.

The responsibility rests with the Consultant to submit a complete proposal, with proper and adequate detail to substantiate all aspects of its proposal. Incomplete proposals shall be deemed to be non-compliant. A complete proposal shall include, but is not limited to:

- **Legal name and status:** The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.
- **Consultant contact:** The name, title, telephone and fax numbers, email address and civic address of a representative who may be contacted for clarification or other matters relating to the proposal.
- **Content:** The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements in this RFP, but rather shall provide convincing rationale to address how the Consultant intends to meet these requirements.

The successful Consultant must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction.

All terms and conditions will apply to all subcontractors and the Consultant will be responsible for subcontractors' compliance. The Consultant will be responsible for all work done by the subcontractors. The Consultant will be responsible for all damages and will complete any work unfinished by the subcontractors.

7.0 **Firm Pricing**

All prices quoted shall include Harmonized Sales Tax (HST), must be in Canadian currency, and shall remain firm until completion. No contract containing price escalations will be accepted prior to the anticipated completion date set forth in this RFP.

All bidders should clearly detail their cost breakdown in their proposal and explain how these costs would deliver value and superior end products to the Client.

Bids will be considered based on their own merits. Properly completed proposals that comply with Section 6.1 will be evaluated according to the formula outlined in Section 12.0.

The total value of this contract is not anticipated to exceed $50,000, excluding HST.
8.0 Award of Contract

The contract will be awarded by the Client based upon the results of an evaluation of submitted proposals. The Client will notify the successful Consultant in writing. Those that are not successful will receive notification as soon as possible once the contract has been accepted and finalized. The Client reserves the right not to explain in detail why bidders were not selected.

9.0 Project Schedule

The project schedule should assume an approximate start date of October 13, 2015. The estimated timeline for this project is:

<table>
<thead>
<tr>
<th>Project Deliverable Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deliverable</strong></td>
</tr>
<tr>
<td>1 Detailed Project Plan</td>
</tr>
<tr>
<td>2 Draft report on key findings from stakeholder engagement, including recommendations</td>
</tr>
<tr>
<td>3 Final report on key findings from stakeholder engagement, including recommendations</td>
</tr>
<tr>
<td>4 Draft report on options for training program, including recommendations on roll-out</td>
</tr>
<tr>
<td>5 Final report on options for training program, including recommendations on roll-out</td>
</tr>
</tbody>
</table>

* Payments will be provided only once the Client is satisfied with the deliverable, and not when a draft is initially delivered. All work must be completed to the Client's satisfaction no later than March 31, 2016.

10.0 Intellectual Property

Any intellectual property that is developed as a result of this project, including all data, specifications, concept plans, designs, rationales, presentation materials and technical reports and related information produced by the Consultants in completing this work shall be vested with CCEE. The Consultant shall deliver all files and documentation for this project to CCEE upon its completion and shall securely destroy all files and documentation on hand.

11.0 Other Terms and Conditions

Additional terms and conditions relating to this RFP are provided in Annex A.

12.0 Proposal Evaluation

The Client will evaluate the proposals according the following criteria, which reflects the information contained in Section 6.0 of this RFP:

| Selection Criteria |
SCHEDULE "A"

SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services in accordance with the content of the Request For Proposals, as attached, and in accordance with the proposal submitted by the Consultant on September 29, 2015 and the supplementary information provided by the Consultant on October 13, 2015.
REQUEST FOR PROPOSALS:
Climate Change Adaptation Tools and Resources

Request for Proposals

Climate Change Adaptation Tools and Resources

Newfoundland Labrador

Government of Newfoundland and Labrador
Office of Climate Change and Energy Efficiency

September 8, 2015
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1.0 Contracting Agency

For the purposes of this Request for Proposals (RFP), the Government of Newfoundland and Labrador’s Office of Climate Change and Energy Efficiency will be the Contracting Agency. The Office of Climate Change and Energy Efficiency (CCEE) will be referred to as “the Client” in this RFP.

2.0 Background

In the 2011 Climate Change Action Plan, Government recognized that “climate change is one of the most pressing issues facing Newfoundland and Labrador”. As such, one of the overarching goals of the Action Plan was to “enhance Newfoundland and Labrador’s resilience to the impacts of climate change”.

Climate change will impact Newfoundland and Labrador in a number of significant ways, including more extreme weather, increased temperatures, increased precipitation, higher sea levels and storm surges. This could lead to impacts such as more flooding in areas already prone to flooding, flooding in new areas, greater coastal erosion, reduced ice conditions in the north, and unstable and thawing permafrost. Climate change therefore presents significant challenges to the province and, as such, needs to be a critical consideration in infrastructure, land use planning and development decisions.

The Government of Newfoundland and Labrador is seeking to support key decision-makers, such as municipalities, government departments responsible for infrastructure and planning, and private sector companies and industry associations, to incorporate these important climate change considerations into their decision-making processes with a view to ensuring any risks to infrastructure, economic activity and communities are mitigated as far as possible, and resilience to adverse climate impacts is enhanced.

One of the key approaches being taken is the development and dissemination of a variety of information products and tools. A number of these have been developed by Government and are tailored to this province, including precipitation intensity-duration-frequency (IDF) curves, climate change flood risk mapping, data on coastal erosion, a hurricane flood alert system, improved access to historic local climate data, information on sea-level rise around the province, and a guide to assist communities to assess their vulnerability to climate change (see Annex C for more information). In addition to these resources, other tools and resources have been, or are being, developed by other organizations, including the pioneering work on assessing the vulnerability of archaeological sites led by Memorial University of Newfoundland, and work to assess the economic cost of climate impacts on communities being advanced by the Atlantic Provinces in partnership with Natural Resources Canada. As well as the development of information products and tools, initiatives have also been taken to raise awareness and understanding of the issues and to build capacity among key stakeholders.

While these information products and tools are valuable assets in informing decision-making in the province, the extent to which they are being used by decision-makers is unclear. As the maximum benefit of these tools rests with their widespread use by decision-makers, it is important to assess the extent to which these tools are utilized, understand any barriers to their utilization, determine ways to increase uptake, identify any gaps in provision, and to assess how best to raise awareness and build capacity among key stakeholders. This will help to enhance the province’s capacity to improve resilience to climate impacts by supporting the integration of climate change adaptation considerations into key decisions.
The three key stakeholders that are expected to be the primary users of the information products and tools outlined above include (1) departments within the Government of Newfoundland Labrador that are responsible for infrastructure decisions and planning, (2) municipalities, particularly those that have the capacity for infrastructure and asset management planning (including Municipalities Newfoundland and Labrador), and (3) private consulting companies and industry associations that engage in infrastructure, land use planning and development decision-making processes. On an indirect basis, post-secondary institutes are also a user of the information products from a knowledge development perspective.

3.0 Objectives

The objectives of this RFP are to:

1) Improve understanding of the uptake of existing climate change adaptation information products and tools with key stakeholders groups, including reasons for uptake, barriers to uptake, and gaps in provisions;
2) Identify ways in which government can increase the province’s resilience to climate impacts through influencing decision-making, including through increasing the uptake of climate change information products and tools; and,
3) Understand the training needs and requirements for identified stakeholders on climate change adaptation information products and tools to meet their needs and enhance their capacity to understand and adapt to climate change, through the development of a detailed syllabus of the content, duration and structure of the training program.

4.0 Scope of Project

The successful consultant will:

1. Complete a project plan for approval by CCEE which will cover the timing of key milestones as well as a plan for engaging key stakeholders, which will include, at a minimum, the following:
   a. The proposed list of stakeholders to be engaged. The stakeholders must include government departments, municipalities, private sector consulting companies and industry associations involved with infrastructure, land-use planning and development decision-making processes. It must include representation from all regions of the province and must occur on a face-to-face basis, where feasible. The list must be approved by the Client and include a minimum of:
      i. Ten municipalities plus Municipalities Newfoundland and Labrador, with engagement priority given to municipalities that have capacity for infrastructure and asset management planning;
      ii. Four sessions with officials from the provincial government (these will be organized by the Client);
      iii. Ten private consulting companies and industry associations that engage in infrastructure, land use planning and development decision-making processes;
   b. The schedule for engaging stakeholders;
   c. The format and questions that will be used to solicit input from stakeholders (i.e., a detailed description of the approach and methods to be used and the lines of enquiry); and
   d. A list of materials that will be used.
REQUEST FOR PROPOSALS:
Climate Change Adaptation Tools and Resources

2. Engage with local stakeholders to assess their current use of climate change adaptation information products and tools based on agreed-upon approach in Section 4.0, item 1. This will include:
   a. Engaging with stakeholders to assess, at a minimum, the following questions:
      i. Which products/tools are currently being used and why,
      ii. The ways in which the products/tools are being used,
      iii. Which tools would be helpful for planning but are not being used, and what would be needed to generate uptake,
      iv. The barriers to use of products/tools,
      v. The format for products/tools that would ensure accessibility and usability,
      vi. Any current gaps in the products/tools and why these gaps should be addressed, and
      vii. What would increase the use of the products/tools.

   The consultant may recommend other questions to include but must be able to show that these questions will clearly contribute to the delivery to the objectives in this RFP.

   b. Preparing a report on the key findings for approval by the Client. The report will include key findings of the questions outlined in Section 4.0, item 2.a as well as recommendations on ways to improve uptake of products/tools.

3. Develop a comprehensive approach for training for identified stakeholders, and other professionals, on the use of climate change adaptation information products and tools as it relates to infrastructure, land use planning and development decision-making processes. This approach will be informed by stakeholder engagement as described in Section 4.0, item 2.b. This will include:
   a. Preparing detailed options for content, duration and structure to be reviewed and approved by the Client. The options will address the following points, at a minimum:
      i. The number of modules in the training program,
      ii. The topics for each module,
      iii. Examples of materials that can be used for each module, and
      iv. The format of training (e.g. webinars, classroom, etc.); and
   b. Recommendations for training roll-out.

To undertake this work, the consultant must demonstrate knowledge of and experience working on climate change adaptation as well as experience successfully working with or engaging communities in Newfoundland and Labrador.

The consultant will work closely with CCEE in undertaking this work with weekly teleconferences and a kick-off meeting, as well as meetings/teleconferences to discuss key deliverables as needed.

5.0 Deliverables

This project will include five deliverables. Expected timelines for this project are provided in Section 9.0. The deliverables for the project are as follows:

1. Detailed Project Plan – Once the project has been awarded, an in-person kick-off meeting will be held with the successful Consultant. Following the meeting, the consultant will deliver a project plan which will include the timing of key milestones and a plan for consultations, as outlined in Section 4.0, item 1.a. This project plan must be approved by the Client.
2. **Draft report on key findings of stakeholder engagement, including recommendations** – The successful Consultant will deliver an acceptable draft version of the findings of stakeholder engagement, as per the requirements of Section 4.0, items 1 and 2, including recommendations on ways to improve the uptake of climate change tools and information products. This draft must be revised to reflect the Client’s feedback.

3. **Final report on key findings of stakeholder engagement, including recommendations** – The successful Consultant will deliver the final version of the draft report (deliverable 2) that incorporates the Client’s feedback.

4. **Draft report outlining options for a training program, including recommendations for roll-out** – The successful Consultant will deliver draft options for a training program as described in Section 4.0, item 3. This draft must be revised to reflect the Client’s feedback.

5. **Final report outlining options for a training program, including recommendations for roll-out** – The successful Consultant will deliver the final version of the draft report (deliverable 4) that incorporates the Client’s feedback.

Any written, numerical or presentation-style material must be provided using Microsoft Office products.

### 6.0 Proposal Structure

Respondents to this RFP are requested to structure their proposals using the following headings:

| RFP Structure | The Introduction should introduce and briefly explain the Consultant, its capabilities and its experience in handling an assignment of this nature. The Introduction should also include details on the Consultant’s demonstrated knowledge of climate change adaptation, local knowledge of the province and opportunities and challenges related to climate change, and experience of successfully working with or engaging communities in Newfoundland and Labrador.

The Consultant must demonstrate their knowledge of climate change and climate change adaptation issues, including challenges and barriers to increasing knowledge, as well as awareness and understanding of the local context in Newfoundland and Labrador including any implementation challenges and opportunities concerning influencing decision-making on climate change adaptation. |
|---|---|
REQUEST FOR PROPOSALS:
Climate Change Adaptation Tools and Resources

Understanding of the Issue & Project Proposal

This section should explain the Consultant's understanding and interpretation of the objectives and requirements of this project.

The project proposal must include:
- A listing and description of the major tasks to complete the work, using this RFP as a guide;
- A description of methods to be used;
- A listing of data and other sources to be used in the project;
- A project plan and project schedule; and,
- Summary of any travel requirements required to complete the project.

Cost Proposal

The Cost Proposal should include detailed summary costs and expected travel costs. Travel costs will only be reimbursed for actual travel incurred.

Summary of Qualifications and Experience

This section should include an overview of corporate and, as appropriate, academic, qualifications, including any similar work experience. Samples of previous work are encouraged.

Short-form résumés should be included for key personnel that will be involved in the project. This should be no longer than one page per person and reference education and experience involved in similar projects.

Note that an overview of any individual or company that is sub-contracted to complete aspects of the project must also be provided.

6.1 General Conditions

This RFP is not subject to the Public Tender Act.

Verbal information or representations shall not be binding on the Client. Only written changes, alterations, modifications or clarifications are binding. In order to be valid, all such changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP.

The proposal of the successful Consultant will form part of any resultant Contract Agreement by attachment and incorporation by reference. Claims made in the proposal will constitute contractual commitments. Any provision in the proposal may be included in the resultant Contract as a direct provision thereof. The successful Consultant, as a condition of submitting its proposal, accepts a customized contract will be negotiated. The Client will not be responsible for any legal costs associated with contract development. The Client reserves the right, in its sole discretion, to accept or reject any or all proposals received or to cancel this process at any time after issuance, and may choose to accept or reject or award in respect of all or part of any proposal.

Any resultant Contract from this RFP shall be governed by the laws of the province of Newfoundland and Labrador. It shall be issued in the name of the successful Consultant exactly as that successful Consultant’s personal or corporate name is stated in the RFP response document. Funds payable for materials delivered pursuant to any resultant Contract shall be paid only to the Consultant who is so listed as party to any resultant Contract. Only legal registered names of Consultants are acceptable.
REQUEST FOR PROPOSALS:
Climate Change Adaptation Tools and Resources

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Understanding of the Issue &amp; Project Proposal</td>
<td>40%</td>
</tr>
<tr>
<td>2 Qualifications and Experience</td>
<td>35%</td>
</tr>
<tr>
<td>3 Cost Proposal</td>
<td>25%</td>
</tr>
</tbody>
</table>

13.0 Project Contact

The Consultant will be working with CCEE throughout this project. CCEE will be the project manager and act as the Consultant's primary contact throughout the project. All project deliverables shall be supplied to CCEE for approval.

The contact for this project, including any questions or concerns relating to this RFP, is:

Gerald Crane,
Director of Research and Analysis
Office of Climate Change and Energy Efficiency
Government of Newfoundland and Labrador
Confederation Building, West Block, 5th Floor
PO Box 8700, St. John’s, NL
(709) 729-0379
geraldcrane@gov.nl.ca
14.0 Submission of Proposals

Proposals must be submitted to the Government Purchasing Agency (30 Strawberry Marsh Road, St. John's, NL, A1B 4R4) and electronically to climatechange@gov.nl.ca by September 29, 2015 no later than 3:30pm (NST). Questions will be accepted until noon on September 21, 2015 (NST) with responses issued by 11:00 a.m. on September 24, 2015 (NST).

All changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP. All addenda that have been issued in relation to this RFP will be available on the Government Purchasing Agency website at www.gpa.gov.nl.ca/availabletenders.stm or by contacting the Government Purchasing Agency.

Consultants can either access the website at their own discretion for addendum, or may use the registration process available on the site to receive notification of addendum. Consultants are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of proposal in response to this RFP.

Five (5) signed original proposals are required, with a digital copy sent to the email above. Facsimiles are not acceptable and will not be considered. No extensions to the submission date will be considered.

The Contracting Agency will endeavor to contact the successful Consultant within one week (7 days) of the closing date of the RFP.
Annex A: Additional Terms and Conditions

Acceptance of the Proposal – The Client reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. The Client shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard contract will be used.

Proposal Revisions – Proposal revisions must be received prior to the RFP submission/closing date and time.

Financing of Proposals – All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

Acceptance of RFP Conditions – Receipt of a proposal will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated into any resultant contract.

Subcontracting – The use of subcontracted services must be identified in the written proposal. Prior written approval by the Client is required for the use of subcontracted services.

Negotiation Delay – If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, the Client may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.

Media Interviews – Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting the contract without specific written permission of the Client.

Disclaimers/Limitations of Liability – Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

Other Purpose – This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

End of Annex A.

The Consultant should confirm with CCEE whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network;
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

Annex B will form part of the successful Consultant’s contract.
Annex C: Climate Change Adaptation Tools

Data and information is available that engineers, planners and policy-makers can incorporate into their decision-making processes to ensure that the planning of infrastructure and land use will be sustainable with respect to climate change.

1. Climate data
   The main type of climate data used by engineers, planners and policy-makers to determine appropriate design standards and management practices for infrastructure are intensity-duration-frequency (IDF) curves. IDF curves characterize the relationship between the intensity of precipitation (e.g., in mm/hr) over a specified duration of time (e.g., 5 minutes, 1, 6, or 24 hours), and its frequency of occurrence. These curves are also used when developing climate change flood risk maps and conducting flood frequency analysis. IDF curves can be used to depict the current climate as well as projected climate.

   In 2013, Dr. Joel Finnis was contracted by CCEE to provide current and projected climate IDF curves. Along with the IDF curves, Dr. Finnis also provided projections for eight temperature variables and 11 precipitation variables. This data can be found at: http://www.exec.gov.nl.ca/exec/ccee/publications/NL%20Climate%20Change%20Projections%20-%20Full%20Technical%20Report.pdf

   Expanding upon these curves, Conestoga-Rovers & Associates (CRA) provided updated current and projected climate IDF curves to CCEE in 2015. This data can be found at: http://www.exec.gov.nl.ca/exec/ccee/publications/idf_curve_2015.pdf

   In addition to climate projections, historic local climate data has been made available on the Community Accounts website via a Climate Information Portal. This provides data for over 70 Environment Canada weather stations throughout Newfoundland and Labrador and can be found at: http://nl.communityaccounts.ca/climate/

2. Flood risk mapping
   Flood risk maps are available for 38 Newfoundland and Labrador communities to help minimize the impact of floods through proper management and planning of known flood plains. Flood risk maps are provided by the Water Resources Division, Department of Environment and Conservation. They are developed using climate change projections and are based on flood events associated with a return period of 20 and 100 years. The Province’s flood risk mapping studies and maps are available at: www.env.gov.nl.ca/env/waterres/flooding/frm

3. Hurricane season flood alert system:
   The hurricane season flood alert system helps communities prepare for storms and avoid future high-cost expenditures in repairs and damages. This system also helps ensure adequate emergency response planning and protects the public health, life and safety of residents and communities.
The provincial flood alert system provides daily alerts forecasts for 45 communities/areas during the July to December period each year, including projected daily rainfall, 20 and 100-year flood risk levels and time of estimated peak precipitation for that day. The alert system is available here: http://www.env.gov.nl.ca/env/waterres/flooding/hurricane.html

4. Coastal erosion information:
   Coastal erosion information is also important to infrastructure and land use planning. In Newfoundland and Labrador a coastal monitoring program exists that provides estimates of the rates of shoreline erosion at select sites in the Province based on analysis from long-term surveys of the sites. The program, ran by the Department of Natural Resources, has surveyed 104 sites to date. Information can be found at: http://www.nr.gov.nl.ca/nr/mines/geoscience/publications/currentresearch/2014/Irvine-2014.pdf

5. Sea-level rise information:
   With over 90% of Newfoundland and Labrador’s residents living close to the sea, sea-level rise information is important to use in planning stages. In 2010, the Department of Natural Resources developed estimates of sea-level rise up to 2050 and 2100 for four zones in the province. Information can be found at: http://www.nr.gov.nl.ca/mines&en/geosurvey/publications/CR2010/2010_Batterson-Liverman.pdf

6. The 7 Steps to Assess Climate Change Vulnerability in Your Community Workbook:
   This workbook provides assistance in determining where communities are vulnerable and steps that they can take to be more prepared for climate change by incorporating it in their future planning and development processes. This guide is available at: http://www.env.gov.nl.ca/env/climate_change/vultool.html
SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS

There are no special terms and conditions.
SCHEDULE “C”
GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

Article 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,
(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of
this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s Information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf.

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.
Article - 4.  ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5.  RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6.  TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 7.  LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or
expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article - 11. USE OF WORK
11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST
12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:
(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS
13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL
(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.
(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE "D"

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
• Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  
  o Share personal computer drives or folders on a computer accessing the network; or
  
  o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 23rd day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: CHEMINFO SERVICES INC.
("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Forty Thousand, Eight Hundred Fifty Six Dollars and Twenty-eight Cents ($40,856.28 (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Progress Payment to the Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approval of interim report</td>
<td>November 30, 2015</td>
<td>33%</td>
</tr>
<tr>
<td>2</td>
<td>Approval of final report, including forms, worksheets and tables</td>
<td>January 22, 2016</td>
<td>67%</td>
</tr>
</tbody>
</table>

The progress payments will be provided once Climate Change & Energy Efficiency, (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content. The Client will hold back 10% of the payment due for each of Items 1 and 2 until such time as the project is completed to the satisfaction of the Client.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Forty Thousand, Eight Hundred Fifty Six Dollars and Twenty-eight Cents ($40,856.28) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a).
(c) The Parties agree and confirm that as set out in section 25(6) of the
Financial Administration Act, RSNL1990 cF-8, as amended, all fees
payable in accordance with this Agreement are subject to there being an
appropriation for the work for the fiscal year in which payment under this
Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly
documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant
as a separate item.

(f) The Consultant shall conform to any request that may be made by the
Client to alter the form of invoice customarily used by the Consultant as
may be reasonably required for the purposes of the Client’s internal
accounting systems. The Consultant agrees that each invoice shall
clearly show and identify the work or service which is being charged
under that invoice to the Client. The invoice shall have appended thereto
any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the
Consultant which may arise from work, services or expenses incurred to
remedy errors or omissions in the Work for which the Consultant is
responsible.

(h) The Consultant shall submit invoices to:
Office of Climate Change and Energy Efficiency
Executive Council
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John’s, NL A1B 4J6
clarkee@gov.nl.ca
Attention: Elaine Clarke

4. Notices

All notices, claims, payments, reports and other communications required under this
Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John’s, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca

For the Consultant:
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.


In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.
8. **Start and Completion Date**
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** October 5, 2015
- **Completion Date:** January 22, 2016

9. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

[Signature]

Julia Mullaley,
Clerk of the Executive Council & Secretary to Cabinet

Date: **Oct 23, 2015**

Angelo Proestos, President
Cheminfo Services Inc.

Date: **Oct 23, 2015**
SCHEDULE "A"

SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services in accordance with the content of the Request For Proposals, as attached, and in accordance with the proposal submitted by the Consultant on September 8, 2015.
Request for Proposals

Greenhouse Gas Emissions Reporting for Large Industry in Newfoundland and Labrador

Newfoundland Labrador

Government of Newfoundland and Labrador
Office of Climate Change and Energy Efficiency

August 19, 2015
1.0 Contracting Agency

For the purposes of this Request for Proposals (RFP), the Government of Newfoundland and Labrador’s Office of Climate Change and Energy Efficiency will be the Contracting Agency. The Office of Climate Change and Energy Efficiency (CCEE) will be referred to as “the Client” in this RFP.

2.0 Background

In its 2011 Climate Change Action Plan, government reaffirmed its commitment to reduce greenhouse gas (GHG) emissions in the province by 10% below 1990 levels by 2020 and by 75-85% below 2001 levels by 2050, and established a GHG reduction strategy for its large industrial sector. The Plan also committed government to bring forward a detailed framework to give effect to the strategy. At present, large industry in the province includes facilities in the mining, oil and gas, hydrometallurgy, and pulp and paper industries.

Government is reviewing its regulatory options to achieve these policy commitments. In doing this, government recognizes that any approach, regardless of the specific design parameters, will require annual reporting of GHG emissions by industrial facilities in the province. Within a broad regulatory approach, it would be expected that GHG reporting will, among other items:

- Be sufficiently rigorous for use to ensure compliance with future regulations that may set GHG emissions limits, presuming that such regulations would be developed after government finalizes its overarching approach to meet its policy commitments;
- Include all greenhouse gases monitored and reported on by the federal government; and
- To the extent possible, be consistent with reporting requirements of the federal government and of other provinces (i.e., Quebec, Ontario, Alberta and British Columbia).

To the extent possible, be aligned with the federal government’s on-line reporting tool used by industrial facilities to meet its reporting obligations. Alignment with this tool is an important consideration should the provincial government, in the future, seek a single window GHG reporting agreement with the federal government.

In addition to regulation that would require annual reporting of GHG emissions, technical guidance, forms, worksheets and tables are to be developed to assist large industrial facility owners comply with reporting requirements. Provision of guidance is consistent with the approaches undertaken in other provinces and would enhance the accuracy and consistency of GHG reporting. The forms, worksheets and tables will facilitate reporting by industrial companies in a timely, consistent and accurate manner, and will ensure that any verification processes that may be developed by government can also be completed in a timely, consistent and accurate manner.

Government has developed an internal draft technical guidance document that would provide quantification guidance tailored to facilities that could be subject to regulation in the future. It includes guidance on GHG quantification methodologies and methods, the use of alternative quantification methodologies, the use of alternative measurement parameters, and the use of instrumentation. This document has not been subjected to external expert peer review. The draft guidance document will be provided to bidders upon request.
The internal draft technical guidance document has been designed to accommodate the particular characteristics of the province's industrial sector (the offshore petroleum and electricity generation sectors are excluded from the guidance document). For example:

- The oil refinery in the province is the only refinery in Canada without access to natural gas (2013 reported emissions of 916 kilotonnes (KT));
- The largest iron ore mine in the province has no access to natural gas, and includes the larger of only two iron ore pelletizing operations in Canada (2013 reported emissions of 964 KT). It is understood that this facility includes GHG emissions from stationary combustion, on-site transportation, industrial processes and fugitives.
- The province’s nickel mine is located at an isolated off-grid site, and the company recently announced that it intends to pursue an underground mining operation by 2020 to replace the existing surface mining operation (2013 reported emissions of 88 KT). It is understood that this facility includes GHG emissions from stationary combustion and on-site transportation.
- The hydrometallurgy facility in the province is the only hydrometallurgy facility in Canada. It is a new facility and has no access to natural gas. It is understood that this facility, at a minimum, includes GHG emissions from stationary combustion and industrial processes; and
- The pulp and paper facility has no access to natural gas; however, owns and operates an off-site hydroelectric generating station. This facility also uses biomass as a fuel source.

In addition to these characteristics and associated challenges, it is noted that some mining companies in Labrador have either already operated a facility or received approval pursuant to environmental assessment legislation to commence operations at a future facility that will span the provincial border with Quebec. For these facilities, provincial GHG policy will focus on GHG emissions on the Newfoundland and Labrador side of the border. In this context, GHG reporting requirements will also focus on emissions within the facility that occur in Newfoundland and Labrador only.

3.0 Objective

The objective of this RFP is to secure the services of a consultant to, working from the draft technical guidance document prepared by the provincial government, finalize a comprehensive, accurate and robust guidance document for GHG reporting in Newfoundland and Labrador, including forms, worksheets and tables to assist large industrial facility owners comply with reporting requirements.

To undertake this work, as noted in Section 6.0, the consultant must be certified through the International Accreditation Forum in accordance with ISO 14065, and must demonstrate knowledge and experience working with other jurisdictions with respect to GHG reporting.

4.0 Scope of Project

The successful consultant will:

1. Conduct a detailed expert review of the draft technical guidance document, including draft forms, worksheets and tables, with respect to its completeness and its comparability to reporting guidance provided by other provinces and the federal government, and with respect to its completeness and coverage of GHG emissions from facilities in the province’s industrial sector (excluding offshore petroleum and electricity generation);
2. Identify issues to be addressed in order to finalize the document, including areas where the draft document may be incomplete, may be improved, or may not appropriately address issues pertinent within the provincial context;

3. Develop options and recommendations, as appropriate, to address identified issues for review and approval by the client; and

4. Finalize a technical guidance document, including forms, worksheets and tables, to assist large industrial facility owners comply with reporting requirements. The final document will reflect input from the client on identified issues in the draft document and associated options and recommendations.

It is expected that this scope will be an iterative process between the consultant and the client to ensure that the final guidance document is comprehensive, accurate and robust, and properly reflects the input of the client and the provincial context. This process is outlined in Section 9.0.

5.0 Deliverables

This project will include a series of deliverables:

1. Interim report outlining:
   a. The findings of the expert comparative review of the draft guidance document with guidance provided by other jurisdictions, and of the expert review of the draft document with respect to its completeness and coverage of GHG emissions from the province’s industrial sector (scope 1 above);
   b. A detailed description of identified issues (scope 2 above); and
   c. A detailed analysis of options and recommendations to address identified issues (scope 3 above).

   The client will review the draft interim report and provide feedback within 10 working days. The interim report must be revised and approved by the client within 10 working days of receiving feedback from the client. The interim report, including any recommendations made to address identified issues, must be approved before the next phase of the work is undertaken.

2. Final report containing:
   a. A finalized technical guidance document for GHG reporting by facilities operating in the mining, oil refining, hydrometallurgy, and pulp and paper industries in Newfoundland and Labrador; and
   b. Finalized forms, worksheets and tables to assist large industrial facility owners comply with reporting requirements.

   The client will review the draft final report and provide feedback within 10 working days. The final report must be revised for approved by the client within 10 working days of receiving feedback from the client.

The technical guidance document (deliverable 2(a)) will be provided in MS Word format and the forms, worksheets and tables (deliverable 2(b)) will be provided in MS Excel format.
6.0 Proposal Structure

Respondents to this RFP are requested to structure their proposals using the following headings:

<table>
<thead>
<tr>
<th>RFP Structure</th>
<th>The Introduction should introduce the Consultant, its capabilities and its experience in handling an assignment of this nature.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>This section should explain the Consultant’s understanding and interpretation of the objectives and requirements of this project.</td>
</tr>
</tbody>
</table>
| Understanding of the Issue & Project Proposal | The project proposal must include:  
- A listing and description of the major tasks to complete the work, using this RFP as a guide;  
- A description of methods to be used;  
- A listing of data and other sources to be used in the analysis;  
- A description of quality assurance and quality check procedures;  
- A work plan and project schedule; and,  
- Summary of any travel to complete the project. |
| Cost Proposal | The Cost Proposal should include detailed summary costs and expected travel costs. Travel costs will only be reimbursed for actual travel incurred. |
| Summary of Qualifications and Experience | This section should include an overview of corporate qualifications, including any similar work experience. This section should also confirm that members of the Consultant’s team are verified to ISO 14065 certification, and outline their knowledge and experiences in GHG quantification work in other jurisdictions. Samples of previous work are strongly preferred.  
Short-form résumés should be included for key personnel that will be involved in the project. This should be no longer than one page per person and reference education and experience involved in similar projects.  
Given the highly technical nature of the proposed work, consultants should indicate the extent to which they have factored in redundancy in expertise, that is, the extent to which they are reliant on one individuals or a team of individuals to complete technical aspects of the work.  
Note that a summary of qualifications and experience is also required of any individual or company that is sub-contracted to complete aspects of the project. |

6.1 General Conditions

This RFP is not subject to the Public Tender Act.

Verbal information or representations shall not be binding on the Client. Only written changes, alterations, modifications or clarifications are binding. In order to be valid, all such changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP.
The proposal of the successful Consultant will form part of any resultant Contract Agreement by attachment and incorporation by reference. Claims made in the proposal will constitute contractual commitments. Any provision in the proposal may be included in the resultant Contract as a direct provision thereof. The successful Consultant, as a condition of submitting its proposal, accepts a customized contract will be negotiated. The Client will not be responsible for any legal costs associated with contract development. The Client reserves the right, in its sole discretion, to accept or reject any or all proposals received or to cancel this process at any time after issuance, and may choose to accept or reject or award in respect of all or part of any proposal.

Any resultant Contract from this RFP shall be governed by the laws of the province of Newfoundland and Labrador. It shall be issued in the name of the successful Consultant exactly as that successful Consultant’s personal or corporate name is stated in the RFP response document. Funds payable for materials delivered pursuant to any resultant Contract shall be paid only to the Consultant who is so listed as party to any resultant Contract. Only legal registered names of Consultants are acceptable.

Any resultant contract from this RFP may be subject to proactive public disclosure.

All documents and other records in the custody or under the control of some or all of the Government or its representatives may be subject to the Access to Information and Protection of Privacy Act SNL2015 A-1.2. Subject to the provisions of this Act and as required by law, all responses and other documents and other records submitted by a Consultant in connection with this RFP will be considered confidential, and financial and other proprietary information will not be disclosed, unless required by law.

Any proposal submitted in response to this RFP shall contain the signature, name and title of the person authorized to sign on behalf of the Consultant.

The responsibility rests with the Consultant to submit a complete proposal, with proper and adequate detail to substantiate all aspects of its proposal. Incomplete proposals shall be deemed to be non-compliant. A complete proposal shall include, but is not limited to:

- **Legal name and status:** The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.
- **Consultant contact:** The name, title, telephone and fax numbers, email address and civic address of a representative who may be contacted for clarification or other matters relating to the proposal.
- **Content:** The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements in this RFP, but rather shall provide convincing rationale to address how the Consultant intends to meet these requirements.

The successful Consultant must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction.

All terms and conditions will apply to all subcontractors and the Consultant will be responsible for subcontractors’ compliance. The Consultant will be responsible for all work done by the subcontractors. The Consultant will be responsible for all damages and will complete any work unfinished by the subcontractors.
7.0 Firm Pricing

All prices quoted shall include Harmonized Sales Tax (HST), must be in Canadian currency, and shall remain firm until completion. No contract containing price escalations will be accepted prior to the anticipated completion date set forth in this RFP.

All bidders should clearly detail their cost breakdown in their proposal and explain how these costs would deliver value and superior end products to the Client.

Bids will be considered based on their own merits. Properly completed proposals that comply with Section 6.1 will be evaluated according to the formula outlined in Section 12.0.

8.0 Award of Contract

The contract will be awarded by the Client based upon the results of an evaluation of submitted proposals. The Client will notify the successful Consultant in writing. Those that are not successful will receive notification as soon as possible once the contract has been accepted and finalized. The Client reserves the right not to explain in detail why bidders were not selected.

9.0 Project Schedule

The project schedule should assume an approximate start date of September 21, 2015. The estimated timeline for this project is:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deliverable Description</th>
<th>Estimated Due Date</th>
<th>Estimated Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kick-off meeting</td>
<td>September 25, 2015</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Conference call with client to review findings of comparative analysis and analysis of large industrial operations in the province**</td>
<td>October 9, 2015</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Submission of interim report (deliverable 1)</td>
<td>October 19, 2015</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Approval of interim report by client (deliverable 1)</td>
<td>November 16, 2015</td>
<td>33%</td>
</tr>
<tr>
<td>5</td>
<td>Conference call with client to review progress on finalizing final guidance document, including forms, worksheets and tables**</td>
<td>November 27, 2015</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Submission of draft final report (deliverables 2(a) and 2(b))</td>
<td>December 11, 2015</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Approval of final report by client, including forms, worksheets and tables (deliverables 2(a) and 2(b))</td>
<td>January 11, 2016</td>
<td>67%</td>
</tr>
</tbody>
</table>

* Payments will be provided only once the Client is satisfied with the deliverable, and not when a draft is initially delivered. All work must be completed to the Client's satisfaction.
** Additional conference calls will be scheduled, as necessary.

10.0 Intellectual Property
11.0 Any intellectual property that is developed as a result of this project, including all data, specifications, concept plans, designs, rationales, presentation materials and technical reports and related information produced by the Consultants in completing this work shall be vested with CCEE. The Consultant shall deliver all files and documentation for this project to CCEE upon its completion and shall securely destroy all files and documentation on hand.

12.0 Other Terms and Conditions

Additional terms and conditions relating to this RFP are provided in Annexes A and B.

13.0 Proposal Evaluation

The Client will evaluate the proposals according the following criteria, which reflects the information contained in Section 6.0 of this RFP:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of Project</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Technical Proposal</td>
<td>35%</td>
</tr>
<tr>
<td>3</td>
<td>Management Proposal including project staff qualifications and work experience relevant to this project</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>Cost Proposal</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

14.0 Project Contact

The Client will be working with CCEE throughout this project. CCEE will be the project manager and act as the Consultant's primary contact throughout the project. All project deliverables shall be delivered to CCEE for approval.

The contact for this project, including any questions or concerns relating to this RFP, is:

Gerald Crane  
Director of Research and Analysis  
Office of Climate Change and Energy Efficiency  
Government of Newfoundland and Labrador  
Confederation Building, West Block, 5th Floor  
PO Box 8700, St. John’s, NL  
(709) 729-0379  
geraldcrane@gov.nl.ca

15.0 Submission of Proposals

Proposals must be submitted to the Government Purchasing Agency (30 Strawberry Marsh Road, St. John’s, NL, A1B 4R4) and electronically to climatechange@gov.nl.ca by September 8, 2015 no later than
3:30pm (NST). Questions will be accepted until noon on September 2, 2015 (NST) with responses issued by 11:00 a.m. on September 3, 2015 (NST).

All changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP. All addenda that have been issued in relation to this RFP will be available on the Government Purchasing Agency website at www.gpa.gov.nl.ca/availabletenders.stm, or by contacting the Government Purchasing Agency.

Consultants can either access the website at their own discretion for addendum, or may use the registration process available on the site to receive notification of addendum. Consultants are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of proposal in response to this RFP.

Five (5) signed original proposals are required, with a digital copy sent to the email above. Facsimiles are not acceptable and will not be considered. No extensions to the submission date will be considered.

The Contracting Agency will endeavor to contact the successful Consultant within one week (7 days) of the closing date of the RFP.
Annex A: Additional Terms and Conditions

Acceptance of the Proposal – The Client reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. The Client shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard contract template will be used.

Proposal Revisions – Proposal revisions must be received prior to the RFP submission/closing date and time.

Financing of Proposals – All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

Acceptance of RFP Conditions – Receipt of a proposal will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated into any resultant contract.

Subcontracting – The use of subcontracted services must be identified in the written proposal. Prior written approval by the Client is required for the use of subcontracted services.

Negotiation Delay – If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, the Client may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.

Media Interviews – Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting the contract without specific written permission of the Client.

Disclaimers/Limitations of Liability – Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

Other Purpose – This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

End of Annex A.

The Consultant should confirm with CCEE whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network;
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

Annex B will form part of the successful Consultant's contract.
SCHEDULE “B”
SPECIAL TERMS AND CONDITIONS

There are no Special Terms and Conditions.
### SCHEDULE "C"
#### GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT
1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT
2.1 For the purposes of this Article “Confidential Information” means:
(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including
(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
(iii) the individual's age, sex, sexual orientation, marital status or family status,
(iv) an identifying number, symbol or other particular assigned to the individual,
(v) the individual's fingerprints, blood type or inheritable characteristics,
(vi) information about the individual's health care status or history, including a physical or mental disability,
(vii) information about the individual's educational, financial, criminal or employment status or history,
(viii) the opinions of a person about the individual, and
(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is
subject to privacy legislation in various jurisdictions, including but not limited to the 
Access to Information and Protection of Privacy Act, 2015 the Management of
Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as
other legislation which may apply in the jurisdiction of the Consultant’s operation. The
Consultant is responsible to ensure the compliance with and satisfaction of the
legislative requirements of all such information relating to the treatment of Confidential
Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in
place and follow the appropriate systems, processes, protocols and policies to maintain
the physical and electronic security of all Confidential Information, including but not
restricted to the following:
(a) at a minimum, using the same level of physical and electronic security as the
Consultant employs to avoid disclosure or dissemination of the Consultant’s own
confidential information, to prevent the disclosure of any of the Confidential
Information to any third party, or to any of its employees, servants or agents
other than those who are required to have access to properly perform the
Services under this Agreement;
(b) establish and maintain security policies, standards and safeguards to prevent
unauthorized access, collection, use, disclosure or disposal of the Confidential
Information;
(c) ensure all employees, servants and/or agents of the Consultant comply with all
policies, standards and safeguards established under this Article;
(d) advise the Client of any changes in its, his/her security systems, procedures,
standards and practices that may affect the Confidential Information and seek the
Client’s consent prior to such changes; and
(e) satisfaction of the foregoing commitments includes, but is not restricted to,
compliance with the requirements set out in Schedule “D”, unless otherwise
advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule “D” as may be
provided to the Consultant from time to time; and
(ii) adhering to any additional instructions (including oral instructions) from
the Client as they relate to the subject matter contained in Schedule “D”
and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its
employees, servants and/or agents with the prior written consent of the Client, and then
only to those persons who need to know the information in order to carry out the duties
associated with this Agreement and only after confirming that such persons agree to
comply with the provisions of this Article including the requirements set out in Schedule
“D”.

2.9 The Consultant shall:
(a) notify the Client promptly of any unauthorized possession, use or knowledge, or
attempt thereof, of the Client’s information in the possession of the Consultant,
including but not limited to data processing files, transmission messages or other
confidential information by any person or entity which may become known to the
Consultant;
(b) promptly furnish to the Client full details of the unauthorized possession, use or
knowledge, or attempt thereof, and assist the Client in investigating or preventing
the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided
however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant’s Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the
particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING
10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. USE OF WORK
11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST
12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:
   (a) shall conduct all duties related to this Agreement with impartiality;
   (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
   (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
   (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS
13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL
(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
(c) Time shall be of the essence of this Agreement.
(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a
relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE “D”
Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 25th day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: MEMORIAL UNIVERSITY OF NEWFOUNDLAND ("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C"; and
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant in relation to carrying out the project entitled "A user guide for the CARRA climate adaptation tool Sites@Risk", as set out in the Contract Documents (the "Work"). Moreover, the Consultant and the Client agree that the Work will be undertaken by the Consultant in accordance with appropriate scientific and professional standards but neither the Consultant nor the Consultant's researchers promise success in achieving any particular or desired results.
3. Payment

3.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

The Client shall pay to the Consultant, for the satisfactory performance of the Work, TWENTY FIVE THOUSAND ($25,000) (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Due Date</th>
<th>Progress Payment to the Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Plan</td>
<td>October 26, 2015</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Completion of User Guide</td>
<td>November 30, 2015</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Completion of Pilotage Phase</td>
<td>February 1, 2016</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Delivery of Draft Report</td>
<td>February 29, 2016</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Delivery of Final Report</td>
<td>March 31, 2016</td>
<td>20%</td>
</tr>
</tbody>
</table>

The progress payments will be provided once Climate Change and Energy Efficiency (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content.

3.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

3.3 Payment General

(a) The Client agrees to make a contribution to the Consultant not to exceed $25,000 [plus HST] for the period October 26, 2015 to March 31, 2016, to provide, implement, administer and monitor the activities identified and set forth in the attached Schedule "A".

(b) Whereas progress payments are being made to the Consultant under Section 3.1, the Client may, at any time and in its absolute discretion, by notice, alter the frequency of such payments.
(c) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a), provided that such obligation will not extend beyond the termination of this Agreement.

(d) Nothing herein shall obligate the Consultant to perform any work or services other than the Work.

(e) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(f) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(g) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(h) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(i) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(j) The Consultant agrees to carry out and complete the Project in a diligent and professional manner, using qualified personnel, and to keep proper accounts and records, including contracts, invoices, receipts, vouchers, bank statements and cheques of all financial transactions, related to the Client's financial contribution, and to make this information available to the Client, upon request.

(k) The Consultant shall submit invoices to:
Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1E 2E3
gnlinvoices@gov.nl.ca
Attention: Elaine Clarke
4. **Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

**For the Client:**
Steve St Pierre, Manager of Planning and Accountability
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
Phone: 709-729-3215
Fax: 709-729-1119
Email: stevestpierre@gov.nl.ca

**For the Consultant:**
David Miller, Director, Research Grant and Contract Services
Memorial University of Newfoundland
Bruneau Centre for Research and Innovation
230 Elizabeth Avenue
St. John's, Newfoundland A1C 5S7
Phone: (709) 864-8251
Fax: (709) 864-8612
Email: rqcs@mun.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a Party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the Parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be
conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**
   In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**
   The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

   - **Start Date:** October 26, 2015
   - **Completion Date:** March 31, 2016

9. **Effective Date**
   The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
    In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**
    This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

12. **Termination**
    Either Party may terminate this Agreement at any time without cause upon delivering to the other Party not less than 14 days written notice of intention to terminate.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Julie Mullally
Clerk of the Executive Council & Secretary to Cabinet

Date: October 26, 2015

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

David Miller, Director of Research Grants and Contract Services

Date: Oct 30, 2015
I. Purpose
The Office of Climate Change and Energy Efficiency's (CCEE) mandate includes advancing sustained action on climate change including deepening public awareness, understanding and engagement; undertaking focused research and analysis to maximize opportunities and minimize risks from the impacts of climate change; and working with a range of stakeholders to better integrate climate change and energy efficiency considerations into the work of other entities.

Coastal areas in the province are highly susceptible to climate change impacts, including sea-level rise and storm surges brought on by more extreme and frequent storm events. Given the settlement history of the province, many culturally and archaeologically significant resources are found in coastal areas, and many of these sites could be at risk of erosion and inundation due to climate change impacts. The Coastal Archaeological Resources Risk Assessment (CARRA) project has been initiated to identify archaeologically significant coastal sites in the province that are at-risk from the impacts of climate change and to develop key considerations that policymakers need to take into account when prioritizing which sites to protect in the short-medium and long terms, given limited resources. However, this work has not been tested, reviewed or piloted with key stakeholders.

The purpose of this project is to support the production of a user guide to facilitate the uptake of the CARRA tool Sites@Risk by end users, testing and piloting of the user guide by archaeology offices, and development of a report that includes recommendations on how the CARRA tool and guide could be adapted for broader application in the province, including use in risk assessments of coastal resources or infrastructure threatened by rising sea levels.

II. Project Scope and Objectives
CCEE's financial and consultative contribution to the project will support the following:

Development of a CARRA decision-making tool user guide: Memorial University of Newfoundland (MUN) researchers will develop a user guide for the CARRA Sites@Risk tool to assist heritage managers and government officials in using the tool to identify sites that are most at risk. A user guide for piloting and testing purposes will be completed by November 30, 2015.

Piloting the Guide: With the participation of project partners, MUN researchers will support the piloting of the CARRA Sites@Risk user guide in four archaeology offices in the province: the Provincial Archaeology Office; the Nunatsiavut Government Archaeology Office; and Parks Canada offices in Rocky Harbour and Glovertown. This will include hands-on guidance on the use of the guide with heritage managers and officials in each of these locations. Piloting the guide will include gathering input and feedback from end users to inform its refinement and
Improvement. The piloting and testing of the guide in collaboration with project partners will be completed in the four offices noted above by February 1, 2016.

Draft Report and Recommendations: MUN researchers will produce a draft report including recommendations, based in part on findings gathered during the piloting phase, which will be submitted to CCEE for review and input. Recommendations will include, but not be limited to, ways to refine the Sites@Risk tool; ways to enhance the effectiveness and usability of the Sites@Risk tool; and ways the tool and the user guide could be tailored and/or broadened to support other coastal assessment processes related to infrastructure or other coastal resources. This draft report will be submitted to CCEE for review and input by February 29, 2016.

Final Report and Recommendations: MUN researchers will complete and submit a final report outlining findings and recommendations and incorporating CCEE input and feedback provided over the course of the project by March 31, 2016.

III. Monitoring and Reporting Requirements

Steering Committee Coordination

A steering committee for the CARRA project is in place which includes representation from CCEE, the Government of Newfoundland and Labrador Departments of Environment and Conservation, Natural Resources, and Business, Tourism and Culture and Rural Development, Parks Canada and MUN. CCEE will participate in steering committee meetings over the course of the project to monitor progress as required.

Monthly Reporting

CCEE and MUN researchers will meet monthly and/or as required to share information and discuss progress on the project.

Summary Activity Report

A summary activity report on the project will be provided to CCEE by November 30, 2015, following completion of the second phase of the project. This summary report will provide a brief overview of the activities, achievements, successes and challenges of the Project to date.

IV. Deliverables and Timelines

The funding provided under this Agreement covers project costs incurred from October 26, 2015 to March 31, 2016.

The Deliverables for this project include the Deliverables outlined in the Head Agreement as well as the completion and submission to CCEE of a final report that highlights findings from the development and piloting of the CARRA Sites@Risk tool and user guide and includes recommendations for the potential applicability of the tool in a range of coastal risk assessment processes.
V. Funding

Funding is provided in the amount of $25,000 towards eligible costs (as identified in Schedule E) to support activities as identified in this Schedule "A".

END OF SCHEDULE A
SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions shall apply notwithstanding anything contained in the General Terms and Conditions or in any other Contract Documents. All terms not defined in this Schedule "B" shall have the meaning attributed to them in the Head Agreement.

1. For the purpose of this Schedule "B", the terms defined below shall have the meanings attributed thereto:

   a) "Intellectual Property" means all data, information, materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information or data, technology, technical information, software, code of all types, layouts, interfaces, applications, tools, databases and database layouts, works (including without limitation all literary, artistic, pictorial, graphic, musical, dramatic and audio-visual works) and all compilations thereof, developments, trade secrets, integrated circuit topographies and integrated circuit topography products, plant varieties, domain names, prototypes, specifications and all other intellectual and industrial property, whether or not registrable or the subject of applications for registration; and

   b) "Intellectual Property Rights" means all common law and statutory rights, copyrights, moral rights, patent rights, trade-mark rights, license and contractual rights and all other proprietary or intellectual property rights in or to the Intellectual Property, including without limitation all registrations, pending applications for registration and rights to file applications for any of the foregoing.

   c) "Background Intellectual Property" or "Background IP" means all Intellectual Property created, conceived or developed prior to or independently of the Work and all Intellectual Property Rights therein.

2. The Parties acknowledge and agree that all Intellectual Property conceived, created, developed, produced or reduced to practice in the course of or in relation to the Work (collectively, the "Project IP") shall be owned by the Consultant in accordance with the Consultant's applicable policies. Nothing in this Schedule "B" or any of the Contract Documents grants to the Client any right, title or interest in or to any Project IP or Background IP of the Consultant.

3. Nothing in this Schedule "B" or any of the Contract Documents shall preclude, limit or affect the right of the Consultant or its researchers, employees or students to publish or publicly disclose any Intellectual Property arising from or created or developed in the course of the Work. However, the Consultant shall provide a copy of any proposed publication or public presentation or disclosure relating to the Work (a "Draft") to the Client in advance of such publication, presentation or disclosure, whereupon the Client
shall have thirty (30) days from the date of the provision of the Draft within which to review it (the "Review Period"). In reviewing the Draft, the Client may wish to provide the Consultant with feedback on the content. However, nothing in this Agreement grants to the Client any right to modify or edit the content of any publication or public disclosure. This section shall survive only for the duration of the Agreement.

4. The following shall be deleted from the General Terms and Conditions and shall not apply: Clauses 1.2, 14(a), 14(d) and 14(h) and Articles 2 and 11 in their entirety. The Consultant and the Client agree that they will not exchange Confidential Information in the course of the Work. Should this change and an exchange of Confidential Information becomes necessary, the Consultant and the Client agree not to exchange any Confidential Information without first agreeing to the terms of such exchange in writing.

5. The Consultant hereby grants to the Client and its agents a non-exclusive, non-transferable, non-sublicensable, royalty-free, non-revocable and perpetual license to use the Project IP for its own non-commercial purposes. No other right, title or interest in or to any Project IP is granted or shall be deemed to be granted to the Client or its agents pursuant to this Schedule "B" or any of the Contract Documents.

6. The Client agrees to indemnify, defend and hold harmless the Consultant and its trustees, Board of Regents, directors, officers, employees, students, contractors and agents and their respective successors, heirs and assigns from and against any and all claims, suits, demands, costs, losses or expenses, damages, judgments, proceedings, actions, causes of action and liability arising from or related to the use by the Client, its agents or any other person or entity on the Client's behalf of any Deliverables, any of the Consultant's Background IP and any Project IP.

7. Notwithstanding any other provision of any of the Contract Documents, the Consultant and its directors, officers, trustees, Board of Regents, researchers, students, employees and agents make no representations or warranties of any kind, whether direct, indirect, collateral, express or implied, as to the Work, the results of the Work, any Background IP of the Consultant, any Project IP, any Intellectual Property, any Intellectual Property Rights or any Inventions, products or Deliverables, tangible or intangible, conceived, discovered or developed in the course of the Work, nor as to non-infringement of third party rights, or the merchantability or fitness for a particular purpose of any of the foregoing. The Client hereby acknowledges that the Work is of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by the Client to undertake its own due diligence with respect to all matters arising from this Agreement and the Work. All other representations, warranties and conditions of the Client, express or implied, statutory or otherwise, are hereby disclaimed.

8. The provisions of this Schedule "B" shall survive termination or expiry of the Contract Documents.
9. Neither of the Parties shall assign any of their rights or obligations hereunder without the prior written consent of the other Party and any attempt to do so shall render such assignment void.

10. No waiving, condoning, excusing or overlooking by a Party of any term, default or breach of any of the Contract Documents by the other Party shall operate as a waiver of such Party's rights in respect of any continuing or subsequent default or breach.

END OF SCHEDULE B
# SCHEDULE “C”
## GENERAL TERMS AND CONDITIONS

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Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including

(i) the individual’s name, address or telephone number,

(ii) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual’s age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the Individual,

(v) the individual’s fingerprints, blood type or inheritable characteristics,

(vi) information about the individual’s health care status or history, including a physical or mental disability,
(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this
Agreement do not include the right to deprive the Client of access to the Client's Information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2015, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and
adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third Parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf.

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES
4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

This Agreement is deemed to be concluded once the Work has been completed and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.1 Notwithstanding the provisions of this Agreement, either of the Parties may at any time without cause by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.2 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Consultant will not make any claim or demand or bring any action against the Client or its officers, directors, employees or agents, arising directly or indirectly out of or in connection with the Work or for the use of the Project IP and Deliverables and the Consultant will indemnify the Client from any claim or demand against the Client resulting from the Consultant's breach of this Agreement relating to the Project IP, the Deliverables or the Work. The Consultant acknowledges that its responsibility to
indemnify the Client will remain in full force after the termination of this Agreement subject only to claims that may arise under this Agreement.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and Its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both Parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.
Article - 12. CONFLICT OF INTEREST

12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL

(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE "D"

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
• Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
SCHEDULE "E"

Eligible Costs

For the purposes of this Agreement, "Eligible Costs" include payments made by the Proponent to carry out the activities outlined in Schedule A. These costs include, but are not necessarily limited to, those items listed below:

1. Salaries
2. Materials
3. Office Supplies
4. Computing Support
5. Indirect Costs

END OF SCHEDULE E
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 19th day of August, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: GHD Limited (formerly Conestoga-Rovers & Associates Limited) ("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that a payment of up to $9,900 (excluding HST) shall be made no later than March 31, 2016, for the satisfactory performance of the Work pursuant to this Agreement.

Subject to Article 3.1.3, upon presentation of an itemized and substantiated invoice satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Nine Thousand and Nine Hundred Dollars ($9,900) excluding HST in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Progress Payment to the Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All tasks completed as outlined in the attached Scope of Work</td>
<td>November 30, 2015</td>
<td>$9,900.00</td>
</tr>
</tbody>
</table>

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work eligible under Article 1.2, shall not exceed a monetary ceiling of $9,900 (excluding HST).

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.
(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:
Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1B 4J6
g.nl@invoices@gov.nl.ca
Attention: Elaine Clarke
Office of Climate Change & Energy Efficiency

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change & Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700
St. John’s, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca

For the Consultant:
GHD Limited
Juraj Cunderlik, Project Manager
1118 Topsail Road
Mount Pearl, NL, A1N 5E7
Phone: (519) 884-0510
Email: j.cunderlik@craworld.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:
(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>August 19, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date:</td>
<td>November 30, 2015</td>
</tr>
</tbody>
</table>

9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.
10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

[Signature]

Julia Mullally
Clerk of the Executive Council & Secretary to Cabinet

Date: ______________

[Signature]

James O'Neill
GHD Limited

Date: ______________
SCHEDULE "A"

SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services in accordance with the content of the Scope of Work, as attached.
June 15, 2015

Mr. Goral Crane
Office of Climate Change & Energy Efficiency
Government of Newfoundland & Labrador
657 Topsail Rd, St. John’s
NL A1E 2E3

Dear Mr. Crane:

Ref: Technical and Cost Proposal
Consultant Services Required for Providing Current and Future Climate 20-Year Return Period Precipitation and Extreme (Minimum and Maximum) Future Precipitation Projections for Existing IDF Stations in the Province of Newfoundland & Labrador

Conestoga-Rovers & Associates (CRA) is pleased to provide the Office of Climate Change and Energy Efficiency (CCEE), Government of Newfoundland and Labrador with this Proposal for engineering services related to climate analysis and modeling associated with the above project.

CRA understands that this project has two main objectives. The first objective is to generate 20-year return period precipitation amounts and intensities for all 19 complete Intensity-Duration-Frequency (IDF) stations located in the province. Environment Canada’s (EC) IDF curve report precipitation amounts and intensities for return periods of 2, 5, 10, 25, 50, and 100-years. The 20-year return period precipitation is not included in the EC’s reports, nor was it included in the recent IDF curve update, which followed EC methodology and reporting standards. However, the 20-year precipitation is a key return period for flood risk mapping studies. The 20-year data represent an important threshold and will be used for updating existing flood risk mapping in the province.

The second objective of this project is to generate extreme (minimum and maximum) future precipitation projections for the 19 complete IDF stations in the province. The knowledge of the possible range of future precipitation projections around the median projection provides important information about the uncertainty involved in projecting future climate. Determining the minimum and maximum precipitation projections from individual Global Circulation Model (GCM) runs addresses the uncertainty related to climate modeling (such as representation of atmospheric processes, model resolution, etc.) and captures the large variation in projected changes.

The following technical tasks are proposed to achieve the objectives of this project:

- Task 1 - Current and future climate precipitation projections for 20-year return period
- Task 2 - Extreme future climate precipitation projections
- Task 3 - Reporting and QA/QC
Task 1 - Current and Future Climate Precipitation Projections for 20-Year Return Period

The current and future climate 20-year return period precipitation will be calculated for 5-min, 10-min, 15-min, 30-min, 1-hr, 2-hr, 6-hr, 12-hr, and 24-hr durations for all 39 IDF stations in the province. The current climate 20-year precipitation will be calculated utilizing the same statistical methodology that was used for updating the IDF curves (Gumbel distribution fitted with the Method of Moments, K-S and Chi-Square goodness-of-fit testing). This will ensure consistency with the IDF curves previously submitted to CCEE as part of the IDF update project as well as with the IDF curves updated by Environment Canada.

For future climate 20-year precipitation, the IDF_CC tool does not generate future precipitation projections for return periods other than the standard reporting return periods used by Environment Canada (2, 5, 10, 25, 50, and 100-year). A statistical approach will be developed for calculating the future climate 20-year precipitation projections. The approach will be based on determining the Gumbel distribution parameters from the known quantities of the future IDF curves. The parameters will be used to calculate precipitation projections for known return periods first to ensure the approach produces identical IDF curves. Once the parameters of the Gumbel distribution are validated they will be used to calculate the 20-year return period precipitation.

Task 2 - Extreme Future Climate Precipitation Projections

The IDF_CC Tool will be used to generate minimum and maximum future climate precipitation amounts for 5-min, 10-min, 15-min, 30-min, 1-hr, 2-hr, 6-hr, 12-hr, and 24-hr durations and 2, 5, 10, 25, 50, and 100-year return periods. The future climate projections will be produced for IPCC A1B Scenario RCP 4.5 and three scenarios 2020s, 2050s, and 2080s. The IDF_CC Tool will be run for all 39 IDF stations in the province. A post-processing tool will be developed in Excel to calculate the minimum and maximum precipitation amounts from the 21 individual GCMs included in the IDF_CC as they are not calculated automatically by the IDF_CC tool.

The minimum and maximum future climate precipitation amounts for the 20-year return period will be determined by the same methodology developed in Task 1. The Gumbel parameters of the minimum and maximum IDF curves will be determined for each duration, validated by calculating precipitation amounts for the known return periods, and then used to calculate the minimum and maximum 20-year future precipitation amounts.

Task 3 - Reporting and QA/QC

The current and future climate 20-year precipitation projections will be checked for consistency with the previously updated IDF curves. The future IDF curves generated projections produced by the IDF_CC Tool will be updated with the minimum and maximum future climate projections. The results will be summarized in a Technical Memorandum/Addendum to the IDF Update Report and communicated to CCEE.
June 15, 2015

CONESTOGA-ROVERS & ASSOCIATES

Cost Estimate

CRA estimates a budget of $9,900 exclusive of Harmonized Sales Tax (HST) for these tasks, as summarized below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a Calculate current climate 20-year precipitation for all durations</td>
<td>$1,405</td>
</tr>
<tr>
<td>2b Develop approach for calculating future climate 20-year precipitation from IDF-CC</td>
<td>$850</td>
</tr>
<tr>
<td>2c Calculate future climate 20-year precipitation for all durations</td>
<td>$850</td>
</tr>
<tr>
<td>2d Extreme future climate precipitation projections</td>
<td>$1,405</td>
</tr>
<tr>
<td>2e Run IDF-CC for all IDF stations and generate individual GCM projections</td>
<td>$980</td>
</tr>
<tr>
<td>2f Determine min and max precipitation for all return periods and durations</td>
<td>$980</td>
</tr>
<tr>
<td>2g Calculate 20-year min and max projections for all durations</td>
<td>$980</td>
</tr>
<tr>
<td>3. Reporting and QA/QC</td>
<td>$950</td>
</tr>
<tr>
<td>3a QA/QC of project results</td>
<td>$495</td>
</tr>
<tr>
<td>3b Report results in Technical Memorandum and submit draft to CCEE</td>
<td>$1,395</td>
</tr>
<tr>
<td>3c Address CCEE comments and produce final Memorandum</td>
<td>$615</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Disbursements (Phone, IT charges, mail)</td>
<td>$500</td>
</tr>
<tr>
<td>Total (Excluding HST)</td>
<td>$9,900</td>
</tr>
</tbody>
</table>

We are confident that the information in our submission is complete and demonstrates that CRA is capable of providing technically sound, cost-effective solutions that will satisfy CCEE’s high expectations for this project. We thank you for the opportunity to submit this proposal. We look forward to working with you on this interesting assignment. Should you have any questions or require additional information, please do not hesitate to contact us.

Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

Juraj M. Cunderlik, Ph.D., P.Eng., Associate

JC/07/11

End.
Annex A
Additional Terms and Conditions

Acceptance of the Proposal

CCEE reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. CCEE shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard Government of Newfoundland and Labrador contract template will be used.

Proposal Revisions

Proposal revisions must be received prior to the RFP submission/closing date and time. Otherwise they shall not be considered.

Financing of Proposals

All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

Acceptance of RFP Conditions

Receipt of proposal offer will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated in the Consultant's proposal.

Subcontracting

The use of subcontracted services must be identified in the written proposal. Prior written approval by CCEE is required for the use of subcontracted services.

Project Contact

CCEE will assign a project contact at the time the contract is awarded.

Negotiation Delay

If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, CCEE may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.
Media Interviews

Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting or touching the contract without specific written permission of CCEE.

Disclaimers/Limitations of Liability

Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

Other Purpose

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

END OF SCHEDULE A
SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS

There are no Special Terms and Conditions.

For purposes of the contractual arrangement, it is noted that, effective July 1, 2015, Conestoga-Rovers & Associates Limited merged with GHD Limited, and operate under the name GHD Limited. The scope of work outlined in Schedule "A" under the name Conestoga-Rovers & Associates Limited remains unchanged.
SCHEDULE "D"

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.

- Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
o Share personal computer drives or folders on a computer accessing the network; or

o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 23rd day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: The Pixel Shop Inc. ("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C"; and
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Forty-Three Thousand and Three Hundred Dollars ($43,300) (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Estimated Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Plan</td>
<td>October 19, 2015</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Approved Design &amp; Navigation Architecture</td>
<td>November 9, 2015</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Approved Redesign Prototype</td>
<td>December 21, 2015</td>
<td>40%</td>
</tr>
<tr>
<td>4</td>
<td>Delivered Final Tested Website and Facebook Page</td>
<td>January 25, 2016</td>
<td>30%</td>
</tr>
</tbody>
</table>

*The progress payments will be provided once the Office of Climate Change and Energy Efficiency (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content. The Client will hold back 10% of the payment due for each of Items 1 and 2 subject to acceptance of the final product due January 25, 2016.

1.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 **Payment General**

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Forty-Three Thousand and Three Hundred Dollars ($43,300) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.
(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:
Office of Climate Change and Energy Efficiency
Executive Council
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
clarkee@gov.nl.ca
Attention: Elaine Clarke

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca
For the Consultant:
Name: Tim Smith, Principal
Company: The Pixel Shop Inc.
Address: 565 Bloor Street West, Suite 5
Toronto, ON M5S 1Y6
Phone: (416) 992-7465
Email: tim@thepixelshop.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.
8. **Start and Completion Date**
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** October 19, 2015
- **Completion Date:** January 25, 2016

9. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

---

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

[Signature]

Julia Mullaley,
Clerk of the Executive Council
& Secretary to Cabinet

Date: **Oct. 23, 2015**

[Signature]

Tim Smith
Principal, The Pixel Shop Inc.

Date: **Oct. 26, 2015**
The Consultant shall complete the work and/or perform the following services in accordance with the content of the Request For Proposals, as attached, and in accordance with the proposal submitted by the Consultant on September 28, 2015.
Request for Proposals

OCIO.1516.006

Provision of Professional Services Only
Office of Climate Change and Energy Efficiency - Website Redesign

Office of the Chief Information Officer
Government of Newfoundland and Labrador
# INFORMATION SHEET

## Request For Proposal (RFP) – Professional Services

<table>
<thead>
<tr>
<th>RFP #</th>
<th>OCIO.1516.006</th>
<th>RFP Title: Office of Climate Change and Energy Efficiency - Website Redesign</th>
</tr>
</thead>
</table>

## Key Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>September 14, 2015</td>
</tr>
<tr>
<td>Questions Deadline:</td>
<td>September 21, 2015, 4:00 pm Newfoundland Time</td>
</tr>
<tr>
<td>Closing Date and Time:</td>
<td>September 28, 2015, 4:00 pm Newfoundland Time</td>
</tr>
<tr>
<td>Evaluations and reference checks:</td>
<td>September 30 to October 2, 2015</td>
</tr>
<tr>
<td>Contract with successful Proponent finalized:</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td>Project kick off:</td>
<td>October 9, 2015</td>
</tr>
<tr>
<td>Approved design and navigation architecture:</td>
<td>October 30, 2015</td>
</tr>
<tr>
<td>Deliver redesigned website prototype:</td>
<td>December 11, 2015</td>
</tr>
<tr>
<td>Deliver final, tested website:</td>
<td>January 15, 2015</td>
</tr>
<tr>
<td>Proposals must remain valid and open for acceptance until:</td>
<td>March 31, 2016</td>
</tr>
</tbody>
</table>

## Proposal Label

Government Purchasing Agency  
30 Strawberry Marsh Road  
St. John’s, Newfoundland and Labrador  
Canada  
A1B 4R4  

Project Name: CCEE - Website Redesign  
OCIO.1516.006  
Closing Date and Time: September 28th, 2015, 4:00 pm NST

## Enquiries and Communication

All enquiries and Communication must be made through e-mail to: OCIOFPOInfo@gov.nl.ca  
Please reference CCEE - Website Redesign - OCIO.1516.006 in subject line.

---

To reduce paper consumption, the OCIO publishes RFPs formatted to be printed in duplex and recommends Proponents to submit proposals in duplex format.
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1 INTRODUCTION

1.1 INTENT

1.1.1 The Office of the Chief Information Officer (OCIO), on behalf of the Office of Climate Change and Energy Efficiency, is seeking Proposals for the provision of professional services to redesign the Turn Back the Tide campaign website and Facebook page.

The successful Proponent will have significant experience in creative marketing and communication strategies as well as website and Facebook page design.

The Proponent will provide an individual resource or a team to perform activities related to:
- creating a new look and feel and new visuals for the campaign's website and Facebook page
- create a new interactive Schools section for students and teachers in Newfoundland and Labrador
- implement all content changes as directed by the Office of Climate Change and Energy Efficiency to update and reorganize website content, which will include adding and deleting pages and modifying content throughout the site

1.1.2 It is the OCIO's intention to choose a Proponent that:
- is proven in similar environments
- can demonstrate significant professional experience in marketing and website design and Facebook page development
- specializes in creative marketing and communication strategies
- submits a creative and compelling Proposal

1.2 BUDGET

The budget for this project MUST be less than $50,000 dollars (CAD). This must include:
- all professional services related to:
  - project management (including travel, accommodations, per diem and any other costs)
  - Client relationship management
  - research, planning and design
  - prototype development
  - creating required infographics
  - testing
  - final implementation of website and Facebook pages
- a complete redesigned website and Facebook page that:
  - complies with the OCIO's web development standards and technical and security requirements
  - Post implementation (i.e. after the public launch of the site) support for a minimum of 15 Government of Newfoundland and Labrador business days

The budget for this project does NOT include HST, i.e. the budget MUST be less than $50,000 dollars (CAD), excluding HST.

1.3 OFFICE OF CLIMATE CHANGE AND ENERGY EFFICIENCY

The Office of Climate Change and Energy Efficiency (CCEE) is a central agency located within Executive Council that leads policy and strategy development on issues relating to climate change and energy efficiency. As a key part of this mandate, the Office works collaboratively with other departments and agencies to ensure climate change and energy efficiency are effectively integrated into policy development and decision making.
In 2012, CCEE launched the Turn Back the Tide website to raise awareness about climate change and energy efficiency among Newfoundlanders and Labradorians. This website (www.turnbackthetide.ca) contains information on these issues, along with dedicated portals with information on how households, businesses and communities can take action. Additionally, the website currently has three interactive tools, consisting of an Interactive House that provides tips of energy efficiency and waste reduction, as well as two carbon calculators for individuals or municipal governments to calculate their carbon footprint.

For further information on the Office of Climate Change and Energy Efficiency, please see our website at http://www.exec.gov.nl.ca/exec/ccee/

1.4 OFFICE OF THE CHIEF INFORMATION OFFICER (OCIO)

The OCIO provides for the operation of the Government’s computer systems and infrastructure, the planning, development and implementation of new information technology (IT) initiatives and the coordination of IT and Information Management (IM) for Government and IT industry development.

For further information on the OCIO please see our website at http://www.ocio.gov.nl.ca/.

1.5 GENERAL DEFINITIONS

- CCEE – means the Office of Climate Change and Energy Efficiency
- Client – means the Office of Climate Change and Energy Efficiency
- Closing Time – means the date and time on which Proposals under this Call are due and must be received as specified herein
- Government – means the Government of Newfoundland and Labrador
- OCIO – means the Office of the Chief Information Officer
- Proponent – a respondent to this RFP; the vendor offering the goods and services as defined in this RFP
- Proposal – the document prepared by the Proponent in response to this RFP. It may also include any additional information submitted by the Proponent throughout the competition period
- Province – means the Province of Newfoundland and Labrador
- Services – those services to be provided to the OCIO by the Proponent under the Resulting Agreement consisting of Data Networking and Internet Services
- Vendor – a supplier of goods and services

1.6 BUSINESS REQUIREMENTS

1.6.1 The purpose of this RFP is to secure professional services to redesign the Turn Back the Tide website. The redesign will consist of:

- Developing a new look and feel for the website to ensure the site is modern, appeals to all audiences and meets current best practices in web design, including the OCIO’s technology standards and requirements relating to accessibility
- Updating and reorganizing all website content to ensure the more than 180 pages of content on the site are referencing the most up-to-date and accurate information on climate change and energy efficiency, while aiming to reduce the overall page count by approximately 30%
- Creating new visuals for the website, such as infographics, to enhance the site’s appeal for visual learners, including younger audiences, while still meeting the OCIO’s technology standards and accessibility requirements for websites
Developing a new Schools section for students and teachers in Newfoundland and Labrador, including the development of a new interactive tool to facilitate meeting curriculum outcomes for Environmental Science 3205

Creating a new look and feel for the campaign's Facebook page, which must be based upon the redesigned website to ensure they are perceived as part of the same initiative.

The redesigned *Turn Back the Tide* website will continue to provide relevant and accurate information to a variety of audiences, with portals targeting households, businesses, communities and schools. The final product, which will continue to be maintained by CCEE and hosted by the OCIO, must be modern, inviting, dynamic, easy to navigate and accessible.

1.6.2 The successful Proponent will:

- lay out its approach in a project plan
- work closely with the Client to redesign the website, with frequent meetings and discussions
- coordinate transferring the existing website files from the current website to the newly designed website as a starting point for the redevelopment effort
- establish a private and secure development site for the Client to review all work during the project
- develop a new navigation architecture for the site based upon the presentation of wireframes for approval by the Client
- develop and implement a new look and feel for the website based upon the presentation of design mock-ups for approval by the Client
- create at least 12 new infographics for the site, which must be directly accessible or offer accessible alternatives
- implement all content changes and revisions directed by the Client including adding and deleting pages, as well as editing content as directed
- develop a new interactive tool for the site to explain climate change impacts in Newfoundland and Labrador, which will be designed to support achieving outcomes for Environmental Science 3205
- complete operational testing and user acceptance testing of the redesigned website
- create a new design for the campaign's Facebook page (www.facebook.com/turnbackthetide) to ensure the look and feel of the website and Facebook page are consistent
- work with the OCIO to coordinate transferring the revised website files to the OCIO for hosting
- provide technical support for a minimum of 15 Government of Newfoundland and Labrador business days after the public launch of the redesigned site

1.6.3 All new content will be provided by the Client; the Successful Proponent will have access to the creative materials previously developed for the *Turn Back the Tide* campaign (e.g. videos, posters). The Successful Proponent will NOT be required to:

- develop an approach for reorganizing the website's content, as this will be provided by the Client at the outset of the project (e.g. the sitemap)
- create the written content for the site, as Microsoft Word documents with all revised content will be provided by the Client
- provide hosting or maintenance services beyond the 15 Government of Newfoundland and Labrador business days

The successful Proponent will not be responsible for developing any written content for the site including the new interactive tool, as this will be provided by the Client. However, in some instances, the successful Proponent will
be responsible for taking the written content and presenting this content in a visually appealing way and accessible way (e.g. through infographics).

1.6.4 The redesigned Turn Back the Tide website and Facebook page:
- will be fresh, modern, easy to navigate and accessible
- will be welcoming, promoting positive attitudes towards taking action on climate change and energy efficiency so that individuals are engaged and empowered to act
- must convey accurate information clearly and concisely, in an engaging way to capture the public’s interest and attention
- contain pictures or illustrations relevant to Newfoundland and Labrador that individuals within the province will recognize or identify with
- will continue to provide comprehensive and factual information on climate change and energy efficiency
- will continue to have:
  - a section about the issues
  - sections targeting households, businesses and communities
  - a tools and resources section
  - a “What’s New” section
  - three interactive tools, consisting of two carbon calculators and an interactive house

In addition, through this project, a new section will be added for schools and a new interactive tool will be developed to provide information on climate change impacts in Newfoundland and Labrador.

1.6.5 While the Turn Back the Tide website currently has over 180 pages of content, CCEE has established a goal to reduce the overall page count of the site by approximately 30% through this project to facilitate site maintenance over time.

1.6.6 The final website and materials produced by the Consultant, including all un-flattened resource files, will be 100% owned by the Government of Newfoundland and Labrador and will be hosted on the Provincial Government’s server. The Government of Newfoundland and Labrador will be able to freely use and reproduce the material in the website.

1.7 DELIVERABLES

The deliverables are:
- Project plan
  The Proponent will develop a project plan for executing the work for agreement by the Client. The plan will outline the timing of key milestones (including delivery of draft materials), and will be discussed at a project kick-off meeting. The plan will be revised by the Proponent to reflect Client feedback within five working days. This project plan must lay out how the Proponent will integrate testing requirements.
- Design and navigation architecture
  The Proponent will develop the design and navigation architecture for the website and present it to the Client prior to advancing to production. The Proponent will be required to provide mock-ups to visually represent their vision for the website.
- Redesign prototype
  The Proponent will be required to provide a confidential (i.e. non-public) development site for the Client to review all changes made in the website. Any editing requirements from the Client must be made and a fully redesigned prototype submitted, after which operational testing must be completed.
- Final tested website and Facebook page

The Proponent will deliver the final website to the Client, which must take account of the Client's feedback and address any issues emanating from operational testing and user acceptance testing, as agreed with the Client. The final website must pass all testing completed by the OCIO. The Proponent will be required to provide technical support to address any issues for a minimum of 15 Government of Newfoundland and Labrador business days after the public launch of the redesigned site.
2 INSTRUCTIONS TO PROONENTS

2.1 PROPOSAL SUBMISSION

Written Proposals must only address this RFP.

<table>
<thead>
<tr>
<th>Documents included in this package</th>
<th>Proponent responds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A – Checklist of Mandatory Criteria</td>
<td>Yes</td>
</tr>
<tr>
<td>Appendix B – Evaluation Criteria</td>
<td>Yes</td>
</tr>
<tr>
<td>Appendix C – Financial Requirements</td>
<td>Yes</td>
</tr>
<tr>
<td>Schedule 1 – Required Proposal Format</td>
<td>No</td>
</tr>
<tr>
<td>Schedule 2 – Background – Office of Climate Change &amp; Energy Efficiency</td>
<td>No</td>
</tr>
<tr>
<td>Schedule 3 – Sample Government of Newfoundland and Labrador Consultant Agreement</td>
<td>No</td>
</tr>
<tr>
<td>Schedule 4 – Web Development Standards: Technical Requirements and Specifications for Websites</td>
<td>No</td>
</tr>
</tbody>
</table>

The Schedules are provided to assist in preparing responses. Proponents are advised to read and understand all other documents and to use information gathered from them to inform their proposal but must not respond to the additional documents in writing.

The OCIO is not obligated to struggle through a poorly prepared Proposal. Such Proposals cause significant disruptions to the evaluation process. A Proposal risks being judged incomplete and may be disqualified if:

- instructions are not adhered to,
- it does not contain sufficient detail,
- the hard copies do not contain all the information required to attribute a score,
- criteria are not clearly addressed in the format required,
- required diagrams and page numbers are absent; or
- there are frequent redirections.

The Proponent must provide one (1) Proposal package containing:

- Five (5) complete hard copies of the Response to the RFP printed in duplex.
  - A completed response to Appendix A – Checklist of Mandatory Criteria
  - A response for each criterion in Appendix B – Evaluation Criteria
- One (1) complete SEARCHABLE electronic copy of the Response to the RFP. PLEASE NOTE: A scanned PDF is NOT searchable.
- additional information that may be of interest to the OCIO may also be included.

Facsimile or electronic-only Proposals are not acceptable and will not be considered.

The OCIO’s Information Services Centre (ISC) reserves the right to print copies of the Proposal from the electronic copy (Adobe Acrobat Format) provided by the Proponent in whole or in part, if needed for additional evaluators.

Proposal packages must be received in full no later than 4:00 p.m., Newfoundland Time on or before the closing date specified on the RFP Information Sheet. Proposals received after that time shall not be considered and shall be returned. PLEASE NOTE: Delivery to the island of Newfoundland by courier may take longer than expected.

Proponent is advised to allow plenty of time for delivery.

The Proposal must be delivered to the Government Purchasing Agency (GPA) at the following address:
Proposals must be signed by an authorized representative of the Proponent. Unsigned Proposals shall not be considered and will be returned.

Proponents may request a Microsoft Word copy of the RFP by e-mail at: OCIORFPinfo@gov.nl.ca.

All Proposals must remain valid and open for acceptance up until the date referenced on the RFP Information Sheet.

Proponents are solely responsible, and without recourse to Government or the OCIO, for any expenses they incur in preparing and submitting a proposal and for their participation in the RFP process including providing any additional information that may be requested by the Evaluation Committee. The Province and the OCIO shall not defray nor be liable for any expenses incurred by Proponents in responding to this RFP.

All compliant Proposals and accompanying documentation submitted prior to the Closing Time are considered the property of the OCIO and will not be returned.

2.2 INQUIRIES AND COMMUNICATION

All inquiries and other communications with respect to this RFP are to be directed ONLY to the e-mail address: OCIORFPinfo@gov.nl.ca.

All addenda that have been issued in relation to this RFP will be available on the Government Procurement website at www.gpa.gov.nl.ca/availabletenders.stm, or by contacting the Government Purchasing Agency. Proponents are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of a Proposal in Response to this call.

At any time during the evaluation period, OCIO may contact the Proponent respecting its Proposal. No changes by the Proponent will be permitted after the RFP Closing Time, but the OCIO may request clarification at its discretion.

2.3 PROPOSAL CONTENT

ALL PROPOSALS MUST ADDRESS THE CONTENT OF THE RFP. Compliant Proposals are those that clearly demonstrate a thorough understanding of the RFP and its stated requirements and criteria. Responses must specifically address the requirements and criteria as specified throughout this RFP document.

Proponents are to follow the format laid out in Schedule 1—Required Proposal Format to organize Proposals.

2.4 PROPOSAL ACCEPTANCE

Government reserves to itself the unfettered right to reject any or all Responses to this RFP and is not bound to accept the highest ranking or any Response. Government may elect to cancel this RFP at any time with or without cause and no liability shall accrue to Government as a result of the exercise of its discretion in this regard.

The successful Proposal will form part of any resulting agreement by attachment and incorporation by reference. Claims made in the Proposal will constitute contractual commitments. Any provision in the Proposal may be included in the resultant agreement as a direct provision thereof. The agreement resulting from this RFP shall not exceed the price proposed by the successful Proponent.

If Government decides to accept a Proposal, it will accept the Proposal that is judged the best overall Proposal when evaluated in accordance with the stated criteria. Government shall give written notice of its decision.
Should Government decide not to accept any Proposal, all Proponents will be given written notice of such decision.

2.5 DISCLOSURE AND CONFIDENTIALITY OF PROPOSALS

Documents and other records in the custody of or under the control of the OCIO or its representatives shall be subject to the Access to Information and Protection of Privacy Act SNL 2002, c. A-1.1 ('ATIPPA').

Note: The newly proposed Access to Information and Protection of Privacy Act (ATIPPA) legislation may affect the disclosure of agreements between the Government of Newfoundland and Labrador and companies. There may be limited amounts of information in a Proposal that could not be disclosed if requested by an ATIPPA request. However, if you do not want certain confidential Proposal information disclosed please notify us accordingly.

In this engagement, the Proponent will have access to confidential information, which may include personal information, received from Government and may be storing, manipulating or accessing the confidential information on the Proponent's own information technology assets. To emphasize the need for appropriate measures to ensure the confidentiality of such information, the successful Proponent may be required to sign a confidentiality agreement. Further, Government shall require that the successful Proponent advise of secrecy documents that bind its resources. As well, in the event that the successful Proponent does not use information technology assets provided by Government but rather stores, manipulates or accesses confidential information on the Proponent's own information technology assets, the successful Proponent will require individual resources to sign a document entitled "TERMS OF USE - Security of Government information on information Technology Assets of Contractors".

2.6 GENERAL TERMS AND CONDITIONS

2.6.1 This procurement opportunity is subject to the provisions of the Atlantic Procurement Agreement and the Agreement on Internal Trade. Information on these Agreements may be obtained by visiting http://www.gpa.gov.nl.ca/.

2.6.2 In the event of any discrepancies between this RFP, the Proposal or the resultant agreement, the agreement will govern, followed by the RFP and then by the Proposal.

2.6.3 Proposals containing irregularities or errors of a non-material nature may be considered by the OCIO at its sole and absolute discretion.

2.6.4 If the Proponent is an extra-provincial corporation, the Proponent shall be required to be licensed to conduct business in its own jurisdiction. The successful Proponent may also be required to register in the Province of Newfoundland and Labrador in accordance with the Corporations Act.

2.6.5 Any agreement resulting from this RFP shall be governed by the laws of the Province of Newfoundland and Labrador.

2.6.6 Personnel resources supplied by the Proponent may be required to obtain a Royal Newfoundland Constabulary Certificate of Conduct (http://www.rnc.gov.nl.ca/faqs/certificate.html) or an equivalent certificate from a police force in the Proponent's jurisdiction and, for any inter-provincial assignment respecting a project, a federal government security clearance.

2.6.7 The OCIO reserves the right to use contractors of its choosing to prepare technical specifications for the purpose of developing RFPs. The OCIO retains and has final authority over all RFP content.

2.6.8 The working language for all communications associated with this project shall be English. All project team members interacting with Government representatives are expected to be proficient in English. All deliverable documentation shall be in English.

2.6.9 The successful Proponent must be in compliance with all applicable legislative and regulatory requirements.

2.6.10 All costs quoted in the Financial Proposal must be in Canadian Dollars; all billing will be in Canadian Dollars.
2.6.11 As a condition of submitting a Proposal, a Proponent agrees that it shall assign, for the duration of the project, the personnel resources named in its Proposal to undertake the work. A Proponent agrees that it shall not substitute personnel resources without the written consent of the Client.

2.6.12 All terms and conditions will apply to all subcontractors and the Vendor will be responsible for all work done by the subcontractors.

2.6.13 Vulnerability and other security/ risk assessments are typically not required for static web pages that will be hosted as part of Government's main public website and existing web server. However, if any part of a website contains functionality or components that may introduce a security risk into the Government Network (e.g., integration with a back-end database; installation of software/ hardware, including additional or new servers; inbound/ outbound connections to other systems on the Government Network or to other systems via the Internet), a vulnerability and/ or other security or risk assessment may be required, at the discretion of the OCIO, before it can be hosted on the Government Network.
3 EVALUATION PROCESS

3.1 EVALUATION COMMITTEE

The Evaluation Committee may include such members of Government and any external advisors as are necessary to provide proper technical, legal and financial evaluation of the Proposals received.

3.2 EVALUATION MECHANISMS

The following table identifies the scores available for each section of the RFP.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Minimum Score</th>
<th>Maximum Score</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proponent Qualifications</td>
<td>2,000</td>
<td>2,500</td>
<td>20%</td>
</tr>
<tr>
<td>Approach to Project</td>
<td>3,000</td>
<td>3,000</td>
<td>30%</td>
</tr>
<tr>
<td>Project Execution</td>
<td>2,500</td>
<td>2,500</td>
<td>25%</td>
</tr>
<tr>
<td>Cumulative Score</td>
<td>5,250</td>
<td>7,500</td>
<td>75%</td>
</tr>
<tr>
<td>Financial Proposal Requirements</td>
<td>2,500</td>
<td>2,500</td>
<td>25%</td>
</tr>
<tr>
<td>Total Score</td>
<td>10,000</td>
<td>10,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

Each criterion will be scored based on the following key:

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proponent fully meets the criterion</td>
<td>4</td>
</tr>
<tr>
<td>Proponent meets most of the criterion (more than half)</td>
<td>3</td>
</tr>
<tr>
<td>Proponent meets some of the criterion (half)</td>
<td>2</td>
</tr>
<tr>
<td>Proponent meets some of the criterion (less than half)</td>
<td>1</td>
</tr>
<tr>
<td>Proponent does NOT meet the criterion at all</td>
<td>0</td>
</tr>
</tbody>
</table>

3.3 EVALUATION PROCESS OVERVIEW

The RFP evaluation process is a 3-phase selection procedure. It will be finalized through completion of the following steps:

Phase 1

- Proposals are received in response to this RFP.
- Appendix A - Checklist of Mandatory Criteria is reviewed to ensure Proposals are compliant.
- Responses to Appendix B - Evaluation Criteria are reviewed by the Evaluation Committee to ensure they meet requirements.
- The Evaluation Committee Chair may contact Proponents for clarification or to substantiate Proposal content.
- A shortlist is selected from those that have achieved the necessary minimum cumulative score; those who are shortlisted will move on to Phase 2.

Phase 2

- The Proposals will contain a minimum of 3 website references and 3 Facebook pages as samples of their work in the past. Each of these websites and Facebook pages will be reviewed.
- The OCIO and CCEE will use the examination of these websites to validate the written Proposal.
• References are verified.

Phase 3

• Proponents that have
  o completed and are compliant with Appendix A - Checklist of Mandatory Criteria
  o achieved a cumulative score of 70% or higher in their responses to Appendix B - Evaluation Criteria, will undergo a detailed evaluation of their responses to Appendix C - Financial Proposals.

• Of those Proposals, the one judged to represent the lowest overall cost to the Government will be awarded the full financial evaluation score of 25% and the remainder will be awarded a prorated score based on the following formula:

\[
\text{(Lowest Cost / Proponent's Cost)} \times 25\%
\]

• A final recommendation will be made with respect to the Proponent that, in the opinion of the Evaluation Committee, best meets project requirements and represents the best value to Government.

• Proponents are advised in writing of the acceptance/rejection of their Proposal.

• An agreement, satisfactory to Government, shall be entered into with the successful Proponent.

IMPORTANT NOTE:

With this RFP Package the OCIO has endeavoured to provide as much information as possible to enable Proponents to arrive at a reasonable project budget. The onus is on the Proponent to review all material and to submit questions for greater clarity. Where there are uncertainties, Proponents should submit questions rather than make assumptions. The project MUST be less than $50,000 dollars (CAD), excluding HST.
Appendix A – Checklist of Mandatory Criteria
Checklist of Mandatory Requirements

Proponents indicate here if their Proposal is compliant.

<table>
<thead>
<tr>
<th>Mandatory Requirement</th>
<th>Vendor Confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mandatory Procedural Requirements</strong></td>
<td>Yes / No</td>
</tr>
<tr>
<td>The Proposal package includes one (1) copy of the response to Appendix C – Financial Proposal under separate cover.</td>
<td></td>
</tr>
<tr>
<td>The Proposal package includes one (1) complete SEARCHABLE electronic copy of the Proposal. PLEASE NOTE: A scanned PDF is NOT searchable.</td>
<td></td>
</tr>
<tr>
<td>The Proposal was received in full by the Government Purchasing Agency (GPA) no later than 4:00 p.m., Newfoundland Time on or before the closing date specified on the RFP Information Sheet.</td>
<td></td>
</tr>
<tr>
<td>The Proposal is signed by an authorized representative of the Proponent.</td>
<td></td>
</tr>
<tr>
<td>The Proposal contains the contact information for a minimum of three references. Proponents are to verify that they have contacted the individuals/organizations that they are using for references and confirmed that they will be available and willing to participate in a telephone reference call during the time indicated on the RFP Information Sheet at the front of this document.</td>
<td></td>
</tr>
<tr>
<td>Confirm you have reviewed the attached Standard Agreement Template in full and have included in your proposal package a marked up version of the agreement to indicate concerns or probable edits.</td>
<td></td>
</tr>
<tr>
<td><strong>Mandatory Technical &amp; Web Development Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>Coding is restricted to:</td>
<td></td>
</tr>
<tr>
<td>• Static HTML</td>
<td></td>
</tr>
<tr>
<td>o HTML 5 declarations are acceptable as long as specifications/features used conform to the browser versions and testing rules identified within the RFP.</td>
<td></td>
</tr>
<tr>
<td>o Static HTML would have no tie or connection to any form of database backend.</td>
<td></td>
</tr>
<tr>
<td>• CSS</td>
<td></td>
</tr>
<tr>
<td>o CSS 3 declarations are acceptable as long as specifications/features used conform to the browser versions and testing rules identified within the RFP.</td>
<td></td>
</tr>
<tr>
<td>• JavaScript</td>
<td></td>
</tr>
<tr>
<td>o Any components that rely on JavaScript being enabled will not function for users who may have disabled scripting (e.g., interactive components such as the interactive house currently used on the Turn Back the Tide website).</td>
<td></td>
</tr>
<tr>
<td>• Server Side Includes (SSI)</td>
<td></td>
</tr>
<tr>
<td>o SSI allows the call of inclusion for common library files such as headers/footers.</td>
<td></td>
</tr>
<tr>
<td><strong>Vendors are to confirm that they will work within these parameters.</strong></td>
<td></td>
</tr>
<tr>
<td>See the Web Development Standards: Technical Requirements and Specifications for Websites document included with this RFP package. <strong>Vendors are to confirm that they will work within the parameters specified in that document.</strong></td>
<td></td>
</tr>
</tbody>
</table>
Appendix B – Evaluation Criteria
1. **PROONENT QUALIFICATIONS - 20%**

The OCIO is seeking a Proponent with experience in marketing and website design and Facebook page development, specializing in creative marketing and communication strategies as well as campaign planning and execution. A thorough response to each criterion is required for the Proposal to be complete. Proponents should call on their experience with previous projects in organizations of similar size and complexity to ours to respond to these requirements.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROPOSED TEAM</strong></td>
<td></td>
</tr>
<tr>
<td>The Proponent will offer a team sufficient to conduct on-site project management, Client relationship management, and all tasks associated with the redesign, development, testing and deployment of the new <em>Turn Back the Tide</em> campaign website and Facebook page.</td>
<td></td>
</tr>
<tr>
<td>• Provide resumes of proposed resources sufficient to substantiate expertise and experience in the proposed role.</td>
<td></td>
</tr>
<tr>
<td>• Describe their proposed roles for the project how they will work with the CCEE team.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR RESPONSE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Points</strong></td>
<td>2,000</td>
</tr>
</tbody>
</table>
2. APPROACH TO PROJECT – 30%

The requirements for this project are provided in section 1.6 and 1.7 of this document with some additional information in the CCEE Background document at Schedule 2 of this package.

Experience in marketing and website design and Facebook page development, specializing in creative marketing and communication strategies is critical. Scores will be allocated based on how thoroughly the solution meets the requirement and the experience level provided.

<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide links 3 websites and/or 3 Facebook pages as samples of the Proponent’s work in the past. These websites and Facebook pages are to showcase the Proponent’s strengths in marketing, campaign planning and execution, website design and Facebook page development (Public Sector sites and pages preferred). Each website and page will be reviewed to assess that it demonstrates that it: • is easily navigated • has a modern look and feel • conveys a clear, positive message • is interactive and engaging • meets accessibility requirements (as described in the Web Development Standards: Technical Requirements and Specifications for Websites document included with this RFP Package) • works on a variety of web browsers, devices and adaptive technologies (as described in the Web Development Standards: Technical Requirements and Specifications for Websites document included with this RFP Package)</td>
<td>1,000</td>
</tr>
<tr>
<td>2.</td>
<td>Discuss approach to the work and creative ideas for redesigning the website.</td>
<td>1,000</td>
</tr>
<tr>
<td>3.</td>
<td>Describe the testing plan, outlining how the new Turn Back the Tide campaign website and Facebook page will be tested, how many testing iterations are included in your estimate, who does the testing and the approach to signoff.</td>
<td>650</td>
</tr>
<tr>
<td>4.</td>
<td>Describe the proposed approach to managing a well-structured and controlled conversion/migration of content from the current website to the new design including graphical assets.</td>
<td>350</td>
</tr>
</tbody>
</table>

Total: 3,650
3 **PROJECT EXECUTION – 25%**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provide a detailed plan that describes how the project will be executed from kickoff to deployment with schedules and timelines including major milestones; take into account the business requirements and deliverables outlined in this RFP.</td>
<td>1,150</td>
</tr>
<tr>
<td><strong>VENDOR RESPONSE</strong></td>
<td></td>
</tr>
<tr>
<td>2. Discuss approach to Client relationship management.</td>
<td>850</td>
</tr>
<tr>
<td><strong>VENDOR RESPONSE</strong></td>
<td></td>
</tr>
<tr>
<td>3. A warranty is required as well as troubleshooting services at no additional cost for a minimum of 15 Government of Newfoundland and Labrador business days. Describe the warranties, troubleshooting and support services available.</td>
<td>500</td>
</tr>
<tr>
<td><strong>VENDOR RESPONSE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,500</strong></td>
</tr>
</tbody>
</table>
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Appendix C – Financial Requirements
FINANCIAL PROPOSAL REQUIREMENTS – 25% (2,500)

A Proponent’s financial Proposal must include ALL professional services as well as any other fees or charges, including travel, accommodations, per diem and any other costs that will ultimately be billed to the OCIO.

<table>
<thead>
<tr>
<th>Response Requirements</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proponents are required to submit a Fixed-Price bid for this engagement. The bid MUST be less than $50,000, excluding HST.</td>
<td></td>
</tr>
<tr>
<td>All costs must be in Canadian Dollars (CDN).</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Description / Comments</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-Price Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HST</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed-Price Cost</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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Schedule 1 – Required Proposal Format
Required Proposal Format
Proponents are to follow the format laid out below to organize Proposals.

TITLE PAGE
TABLE OF CONTENTS
EXECUTIVE SUMMARY
Include in the Executive Summary:
• Names and address of all partners, clearly identifying the lead Proponent.
• For the lead Proponent provide a single contact name, title, telephone number and email address.
• For all partners:
  • Describe the principal business including a brief corporate history and corporate direction(s) sufficient to provide a sense of whether or not this is a new line of business for the Proponent or if they are long-time players in the field.
  • Clearly articulate the Proponent’s level of experience in creative marketing and communication strategies, promotion, and campaign planning and execution as well as website and Facebook page design.
  • Briefly describe industry recognition such as Gartner or other third-party ratings which provides assurance that the Proponent represents significant enterprise-class Client-base, and leadership in this market segment. Also describe awards won, accreditations achieved, or other recognition within the relevant business segment.
  • Contact information for a minimum of three references able to substantiate that the Proponent and the core team have relevant experience in providing this software and services similar to those required in this RFP.

CHECKLIST OF MANDATORY CRITERIA (See Appendix A)

EVALUATION (See Appendix B)
Proponent Qualifications
Approach to Project
Project Execution

FINANCIAL PROPOSAL REQUIREMENTS (see Appendix C)
Schedule 2 – Background – Office of Climate Change & Energy Efficiency
1 DEPARTMENT OVERVIEW

The Office of Climate Change and Energy Efficiency (CCEE) has lead responsibility within Government for strategy and policy development on climate change and energy efficiency. The mandate of CCEE is:

1.1 To advance sustained action on climate change and energy efficiency that effectively balances economic and environmental considerations, including deepening public awareness, understanding and engagement.

1.2 To undertake focused research and analysis to enable the province to maximize opportunities and minimize risks from the impacts of climate change and the move towards a lower-carbon global economy.

1.3 To work with departments to better integrate climate change and energy efficiency considerations into their current and future programs, services, legislation and regulations, and ensure effective coordination across government.

1.4 To advance the province's interests and priorities in regional, national and international forums on climate change and energy efficiency, and engage external stakeholders to deepen and widen government's dialogue on next steps.

2 PROJECT BACKGROUND


One of the 75 commitments outlined in the plans is a commitment to develop a public awareness campaign on climate change and energy efficiency, aimed at improving understanding of these issues within Newfoundland and Labrador. As a result, the Turn Back the Tide campaign was developed and launched in September 2012. The campaign was implemented over a two-year period, consisting of:

2.1 A one-stop-shop website with information on climate change and energy efficiency for individuals, businesses and communities (www.turnbackthetide.ca);

2.2 Television, newspaper and online advertisements to raise awareness about the issues and drive traffic to the campaign website; and

2.3 A strong social media presence (i.e. Facebook page) and partnerships with community organizations aimed at broadening the reach of the campaign.

In 2014, the Turn Back the Tide campaign won two Pinnacle Awards from the International Association of Business Communicators – Newfoundland and Labrador. These were an Award of Excellence for Government Communication Program and an Award of Merit for the campaign's Digital Communication Channels. Additionally, the overall success of the campaign was evaluated internally by CCEE in 2015. This evaluation showed, amongst other things, that the campaign's website had been successful in achieving broad reach, receiving over 56,000 website visits by March 31, 2014 and exceeding the original target of 50,000. By August 2015, the total visits for the site were over 98,000.

While funding for campaign advertising ended in 2014, the Turn Back the Tide website and Facebook page continue to be maintained by CCEE, with the campaign's website being hosted by the Office of the Chief Information Officer (OCIO). CCEE is now looking to contract professional services to complete a redesign of the Turn Back the Tide website, to ensure the website remains fresh and modern, with the most up-to-date and relevant information for its various audiences.
3.1 Website metrics from September 17, 2012 to September 4, 2015:

- Website sessions: 100,183
- Page views: 216,923
- Bounces: 67,848
- Bounce rate: 67.73%
- % new sessions: 83.68%
- Pages/Session: 2.17
- Average Session duration: 00:01:44

3.2 Top pages (top 5 outside of main page):

1. /understanding/benefits-of-energy-efficiency.shtml
2. /at-home/construction-&-renovation/national-building-code.shtml
4. /understanding/reducing-ghg-emissions.shtml
5. /understanding/how-climate-change-impacts-newfoundland-&-labrador.shtml

3.3 Referrers (top 5):

1. Google 49,886 (49.79%)
2. (direct) 18,744 (18.71%)
3. VOCM.com 8,316 (8.3%)
4. Thetelegram.com 5,156 (5.15%)
5. CBC.ca 2,345 (2.34%)

4 Expected Benefits

1. Continue to provide relevant and accurate information to a variety of audiences, with portals targeting households, businesses, communities and schools
2. Generate site traffic
3. Appeal to new readers and reach a wider audience

5 Client Stakeholders

<table>
<thead>
<tr>
<th>Group</th>
<th>Role (e.g. use of system)</th>
<th>Location(s)</th>
<th>Consulted On Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Public</td>
<td>Content consumer</td>
<td>Anywhere in the world</td>
<td>No</td>
</tr>
<tr>
<td>NL Households</td>
<td>Content consumer</td>
<td>Anywhere in NL</td>
<td>No</td>
</tr>
<tr>
<td>NL Businesses</td>
<td>Content consumer</td>
<td>Anywhere in NL</td>
<td>No</td>
</tr>
<tr>
<td>NL Communities</td>
<td>Content consumer</td>
<td>Anywhere in NL</td>
<td>No</td>
</tr>
</tbody>
</table>
6 IN SCOPE

6.1 Redesign website look and feel – the redesigned website is expected to:

- Be fresh, modern, inviting and dynamic
- Be welcoming to viewers
- Utilize Newfoundland and Labrador related content (e.g., graphics, pictures) that viewers recognize and identify with
- Promote positive attitudes towards taking action on climate change and energy efficiency
- Engage viewers and capture their attention
- Convey accurate information clearly and concisely
- Empower viewers to act

The vendor is expected to:

- develop and present a new website design using mock-ups and wireframes for CCEE review and approval
- establish a private and secure development site for CCEE to conduct review of prototypes and all changes while the project is ongoing
- implement the approved design

The vendor has access to the creative materials previously developed for the Turn Back the Tide campaign (e.g., videos, posters), but is not required to reflect these materials within the redesigned site.

6.2 Re-architect website navigation – the redesigned website is easy and intuitive for viewers to navigate.

The vendor is expected to:

- Convert content before developing wireframes or mock-ups (content should be the determining factor for all layout or design choices)
- Implement the new content outline/structure for the site (already developed by CCEE)
- Develop a new navigation framework and architecture for the site
- Present wireframes that fit with the new content outline for CCEE approval
- Demonstrate how navigation fits with the new content outline/structure

6.3 Align Facebook page – The campaign’s website and Facebook page (www.facebook.com/turnbackthetide) are consistent and cohesive. The vendor is expected to consider both during design and apply the same look and feel to each.

6.4 Refresh website content – The website currently provides over 180 pages of comprehensive and factual information on climate change and energy efficiency with:

- A section about the issues
- Sections targeting households, businesses and communities
- A tools and resources section
- A "What's New" section
- Three interactive tools (i.e., two carbon calculators and an interactive house)

The vendor is expected to:
- Update and revise content as directed by CCEE
- Create a new section for schools
- Present written content visually by creating at least 12 new infographics
- Update the 3 existing interactive tools (i.e., two carbon calculators, interactive house)
- Develop an interactive tool to provide information on climate change impacts in Newfoundland and Labrador

The vendor is not expected to:
- Develop any written content, as this will be provided by CCEE (but the vendor may make recommendations regarding the organization of the site and its content though this is not a requirement)
- Condense content (CCEE has already condensed content)

6.5 Comply with Web Development Standards – the website incorporates the standards, guidelines and best practices specified in the OCIO’s Web Development Standards document (located at wwwocio.gov.nl.ca/itresources/OCIOWebStandardsforGNLWebsites.pdf). This document covers a range of topics including accessibility (e.g., WCAG 2.0 Level AA at www.w3.org/TR/WCAG20) and government branding (located at gov.nl.ca/brand).

The vendor is expected to:
- Consult with the OCIO Solution Delivery (e.g., the Web Development Group) as required for clarification of these standards
- Supply an alternate accessible version of content where any form of content is not accessible

6.6 Comply with Technical Requirements – The redesigned website addresses CCEE and OCIO technical requirements.

The vendor is expected to:
- Develop a website that does not include a content management system;
- Consult with the OCIO Solution Delivery (e.g., Enterprise Architecture) for clarification of technical matters;
- Identify the technologies planned for use before advancing to production (see the constraints section for a list of coding restrictions);
- Design (e.g., use responsive design) the campaign website so support a variety of internet browsers, platforms (e.g., tablets), mobile devices, and adaptive technologies; and
- Provide the original source images at the end of the project when the files are transferred back to CCEE and the OCIO.

6.7 Ensure website quality – the redesigned website is stable and complies with government's requirements and standards.

The vendor is expected to:
- Operationally test the redesigned website to ensure that it is
  - stable
  - meets the requirements of government
  - works seamlessly on a variety of web browsers and platforms
• Acceptance test the redesigned website with CCEE, the OCIO and a representative sample of the general public to ensure that the requirements have been met (several iterations may be required before the website passes acceptance testing).

6.8 Deliver Key Work Products – Four specific work products are expected to have financial payment associated:

6.8.1 Project Plan – The vendor is expected to officially start the project with a kick-off meeting attended by project stakeholders where the project plan is presented. This plan outlines key tasks (e.g., research and testing), responsibilities (e.g., RACI model) and milestone dates (including delivery of draft materials). The project plan is informed by a vendor review of the current website files (provided by the OCIO to the vendor at the beginning of the project) but may be revised based upon stakeholder feedback before approval is granted.

6.8.2 Approved design and navigation architecture – The vendor is expected to develop a vision for the campaign’s website and Facebook page with mock-ups for its new design and a navigation framework. The design and navigation framework may be revised based upon feedback. Several iterations may be required before approval is granted.

6.8.3 Approved redesign prototype – The vendor is expected to develop and present a prototype of the new website for review. The prototype may be revised and represented based upon feedback. Several iterations may be required before approval is granted.

6.8.4 Delivered final tested website and Facebook page – The vendor is expected to deliver the final website to CCEE and the OCIO. The final website passes testing (e.g., incorporates all feedback, addresses any issues emanating from operational testing and from user acceptance testing) by CCEE and the OCIO.

6.9 Post implementation support – the vendor is expected to provide technical support to address any issues that may arise for a minimum of 15 government business days after public launch of the redesigned website

7 Out of Scope

• CCEE will develop the approach for reorganizing website content (i.e., the sitemap).
• CCEE will provide new content inventory at the beginning of the project.
• CCEE will provide all written content for the website.
• CCEE will maintain website content.
• The OCIO will host the new website and provide application support services.
• Additional out of scope elements may be identified during subsequent phases.
Schedule 3 – Sample Consultant Agreement
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this the _____ day of April, 2015,

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Environment and Conservation (“the Client”)

AND: VENDOR, a body corporate, and having its registered office in the City of Guelph, in the Province of Ontario (“the Vendor”)

(together, “the Parties”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule F, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This Head Agreement (the “Head Agreement”);
   ii. Request for Proposal # OCIO.1516.### as Schedule #;
   iii. Answers to Questions prior to RFP Closing Date as Schedule #;
   iv. Proposal Submitted by Vendor on October 1, 2014 as Schedule #;
   v. Vendor Response Best and Final Offers as Schedule #;
   vi. The Scope of Work attached as Schedule #;
   vii. The General Terms and Conditions attached as Schedule #;
   viii. Protocols for Security of Government Information on Information Technology Assets of Vendors attached as Schedule #;
   ix. Performance attached as Schedule #.

b. “Representatives” means a director, officers, employees, consultants, sub-consultants, agents, advisors or partners.
II. The Vendor’s Work

The Vendor shall do all things necessary to fulfill all of the obligations of the Vendor as set out in the Contract Documents (the “Work”). The Work shall be performed by the Vendor to the satisfaction of the Client.

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire Agreement between the Parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.

IV. Representations and Warranties

The Vendor hereby represents and warrants that every fact stated or represented by the Vendor or its Representatives to the Client in connection with any proposal made by the Vendor in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows:

1. Head Agreement,
2. General Terms and Conditions, Schedule #;
4. Scope of Work, Schedule #;
5. Performance, Schedule #;
6. Request for Proposal #OCIO.1516.###, Schedule #;
7. Proposal Submitted by Vendor on date, Schedule #; and
8. Vendor’s Answers to Questions, Schedules # and #.

VI. Start and Completion Date

The Vendor shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date:</td>
<td>Date</td>
</tr>
</tbody>
</table>
This contract may be renewed in writing by mutual agreement of the Parties not less than 30 days before its expiration. The Contract may be renewed for up to one (#) additional xxxx (#) year period.

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

---

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

[Signature]

Minister,
or authorized designate

Date:

**VENDOR**

[Signature]

President, Vendor

Date:
**SCOPE OF WORK**

The Vendor shall complete the Work and/or perform the following services:

1. **Introduction**

   This document outlines an agreement between the Parties, specifically the services and commitments between the two Parties to provide ...

   The Vendor shall perform the services described in the Request for Proposal # OCIO.1516.###, attached as Schedule # and the Vendor's Proposal, attached as Schedule #, as modified by this Schedule and by the other Contract Documents.

<< Body of Scope of work >>

End of Schedule E
GENERAL TERMS AND CONDITIONS

Article - 1. Payment .......................................................... 1
Article - 2. Information Supplied by the Client ....................... 1
Article - 3. Confidentiality, Materials and Copyright ............... 2
Article - 4. Employees of the Vendor ..................................... 5
Article - 5. Access to Facilities ............................................ 6
Article - 6. Records and Audit ............................................ 6
Article - 7. Termination .................................................... 6
Article - 8. Notices .......................................................... 8
Article - 9. Liability .......................................................... 9
Article - 10. Compliance with Law ....................................... 10
Article - 11. Arbitration ................................................... 10
Article - 12. Laws Governing .............................................. 10
Article - 13. Conflict of Interest ......................................... 11
Article - 14. SubVendors .................................................. 11
Article - 15. General ....................................................... 11
1.1 Payment General

(a) The Vendor shall remain obligated to complete the Work notwithstanding the actual costs of the Vendor, whether in respect of professional services or in respect of costs or expenses incurred.

(b) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Vendor as a separate item.

(e) The Vendor shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Vendor as may be reasonably required for the purposes of the Client's internal accounting systems. The Vendor agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(f) The Client shall not be responsible to pay any amounts invoiced by the Vendor which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Vendor is responsible.

(g) The Vendor shall submit invoices to:
Corporate Financial Services Division
Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3

OR
gnlinvoices@gov.nl.ca

INFORMATION SUPPLIED BY THE CLIENT
1.2 The Client will furnish to the Vendor all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Vendor shall review the information for accuracy and applicability.

1.3 Where discrepancies, omissions or obscurities in the information are evident, the Vendor shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

CONFIDENTIALITY, MATERIALS AND COPYRIGHT

1.4 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Vendor, its employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Vendor, its employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including

   (i) the individual's name, address or telephone number,
   (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
   (iii) the individual's age, sex, sexual orientation, marital status or family status,
   (iv) an identifying number, symbol or other particular assigned to the individual,
   (v) the individual's fingerprints, blood type or inheritable characteristics,
   (vi) information about the individual's health care status or history, including a physical or mental disability,
(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is directly or indirectly, disclosed to or collected by the Vendor, its employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Vendor, its employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Vendor was or thereafter became part of the public domain through no act or omission of the Vendor or its, Representatives; or

(ii) is information which the Vendor can show possession of prior to the date of this Agreement and which was received or developed by the Vendor free of obligations of confidentiality to the Client.

1.5 The Vendor shall treat all Confidential Information acquired by the Vendor in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Vendor shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Vendor to provide such notice prior to disclosure, the Vendor shall provide such notice to the Client immediately after the required disclosure.

1.6 The Vendor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

1.7 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Vendor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Vendor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Vendor pursuant to the terms of this Agreement. The Vendor acknowledges that the
Client's right to this information shall at all times be paramount to any rights of the Vendor, at law or in equity, and that the Vendor's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Vendor's possession.

1.8 The Vendor shall provide to the Client and solely to the Client within 31 days upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Vendor, its employees, servants and/or agents, and shall provide written certification of the destruction of same to the Client.

1.9 The Vendor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Vendor, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Vendor’s operation. The Vendor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Vendor, its employees, servants and/or agents.

1.10 The Vendor shall ensure that its employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Vendor employs to avoid disclosure or dissemination of the Vendor’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Vendor comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “G”, unless otherwise advised by the Client, and this includes:
complying with all alterations or updates of Schedule "G" as may be provided to the Vendor from time to time; and

adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "G" and this Article.

The Vendor shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "G".

The Vendor shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Vendor, including but not limited to data processing files, transmission messages or other Confidential Information by any person or entity which may become known to the Vendor;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf

The Vendor shall provide employees who are competent in their field of specialization. The Client will have the right to have the Vendor remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Vendor fails to remove any unfit person from the Work as requested by the Client, the Client shall have the right to terminate the Vendor's contract.
Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

1.14 The Vendor shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

ACCESS TO FACILITIES

1.15 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Vendor to perform the Work during Client office hours.

1.16 When using or accessing the premises of the Client, the Vendor and all officers, employees and agents of the Vendor shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client’s facilities.

RECORDS AND AUDIT

1.17 The Vendor shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

1.18 The Vendor shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

TERMINATION

1.19 Termination for Default

If the Vendor violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the Client shall give the Vendor written notice of such failure or violation. The Vendor will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the Client to the Vendor. The option to terminate shall be at the sole discretion of the Client. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the Client.
If any undisputed payment exceeding $5,000 has not been received by Vendor within 90 days of invoice the Vendor has the option to terminate and the option shall be at the sole discretion of the Vendor.

1.20 Termination for Convenience

The Client may terminate this Agreement at any time in whole or in part by giving no less than thirty (30) days written notice to the Vendor. If this Agreement is so terminated, the Client shall be liable for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. The Vendor will make reasonable efforts to mitigate any and all costs sustained by it as a result of a Termination for Convenience and will provide reasonable written confirmation documenting applicable expenses incurred as a result of the Client’s Termination for Convenience. The Vendor cannot terminate this Agreement from 1 January to 31 October, inclusive, in any year that the Agreement is in force.

1.21 Termination for Bankruptcy

Each Party may terminate this Agreement upon written notice to the other Party. In the event the other Party is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such Party and such proceedings are not removed within 60 days.

1.22 Termination Procedure/Assistance

Upon termination of this Agreement whether by expiration of its term or by reason of default of a Party, the Vendor will return any assets owned by the Client. The Client shall return the software and all materials and manuals and any copies of them to the Vendor and shall certify, under the hand of authorized officer of the Client, that the original and all copies of software in computer memory have been destroyed, and that no copies of any part of software, in any form, remain in the possession or control of the Client.

Notwithstanding sections 7.1, 7.2, and 7.3, either of the Parties may, between 31 October and 1 January, by way of 30 (thirty) calendar days written notice to the other, terminate this Agreement. If either Party provides notice under this section, the Parties shall use best efforts to make alternative arrangements for the transition of programs and services.

After receipt of a notice of termination, and except as otherwise directed by the Client, the Vendor shall:

- Stop work under this Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
• Take such action as may be necessary, or as the Client's Agreement administrator may direct, for the protection and preservation of the property related to this Agreement which is owned by the Client and in the possession of the Vendor.

• Transfer all data owned by the Client to the Client within thirty (30) calendar days of the termination date. This will include all Client customer data; and all data related to campsite reservations and transactions for reservations made at Client's Provincial Parks. The Vendor will provide all Client data in a format specified by the Client.

• The Vendor shall certify, within thirty one (31) calendar days of the termination date, under the hand of the authorized officer of the Vendor, that all data owned by the Client including all Client customer data and all data related to campsite reservations and transactions for reservations made at the Client's Provincial Parks has been returned to the Client.

• The Vendor shall provide written certification of the return to the Client of all customer confidential information gathered under this Agreement, as well as written confirmation that the same customer confidential information has been removed from the Vendor's records.

1.23 Force Majeure

Any delay or failure by either party to perform pursuant to this Agreement will be excused if and only to the extent that such delays or failures are caused by occurrences beyond such party's reasonable control, including acts of God, decrees or restraints of governments, strikes or other labour disturbances, war, sabotage, and any other cause or causes, whether similar or dissimilar to those already specified, which cannot be controlled by such party; provided that the party seeking to excuse its performance shall promptly notify the other party of the impeding cause thereof, such performance shall be so excused during the inability of the party to perform but for no longer period, and the impeding cause will be remedied so far as possible with all reasonable dispatch. Notwithstanding the foregoing, if such a condition continues for a period of one hundred and eighty (180) consecutive days then either party may terminate this Agreement.

NOTICES

1.24 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

For the Vendor:
1.25 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

LIABILITY

1.26 The Vendor agrees that in performance of the Work neither the Vendor nor any Vendor's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

1.27 The Client shall not be liable for, and the Vendor shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Vendor or the Vendor's Representatives.

1.28 The Vendor shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Vendor.

COMPLIANCE WITH LAW

1.29 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Vendor shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

1.30 The Vendor shall ensure that the Vendor and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Vendor or the Vendor's Representatives in the performance of the Work.
ARBITRATION

1.31 In the case of a dispute arising between the Client and the Vendor as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both Parties having knowledge and notice of the dispute and be reduced to writing.

1.32 In the case of a dispute arising between the Client and the Vendor as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either Party may give the other notice of such dispute and to request arbitration thereof. If both Parties agree, the Parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL990 cA-14, including such provisions for the appointment of arbitrators.

LAWS GOVERNING

1.33 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

CONFLICT OF INTEREST

1.34 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

1.35 The Vendor and the Vendor's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.
SUBCONTRACTORS

1.36 The Vendor shall not subcontract all or a portion of the Work without the prior written approval of the Client.

1.37 The entry into any subcontract shall not relieve the Vendor of any of its obligations under the terms of this Agreement.

GENERAL

(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the Parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence in this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Vendor of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles andClauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Vendor shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

End of Schedule F
PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF VENDORS

The Vendor shall confirm with the Client whether the Vendor will be required to use information technology resources, including computers, of the Client in the conduct of the work under the contract. The following requirements apply where the Vendor will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Vendor's own information technology resources.

1. All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

2. Unless specifically separately authorized by the Vendor’s contract or otherwise, the Vendor is not permitted to attach non-government computers or other information technology systems to any Government network.

3. Vendors are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

4. Vendors are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or "chat" program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

5. The Vendor acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Vendor, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Vendor’s operation. The Vendor is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Vendor, its employees, servants and/or agents.

- Where a Vendor will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Vendor shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- Where booking information is required to be sent to the Client via email, only required information regarding the booking shall be sent by the Vendor.
- Periodic data transfers to the Client on customer usage of the system shall be encrypted for transmittal to the Client.

- These requirements apply to the Vendor and all agents, employees or permitted sub-Vendors of the Vendor, and it is the responsibility of the Vendor to ensure that all such agents, employees or permitted sub-Vendors are aware of these restrictions and are in compliance herewith.

End of Schedule G
Schedule 4 – Web Development Standards: Technical Requirements and Specifications for Websites
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WEB DEVELOPMENT STANDARDS

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR WEBSITES

Web Development Group
Office of the Chief Information Officer
Solution Delivery Branch

Document Version 2.0
Last Updated: February 6, 2015
DOCUMENT PURPOSE

This document is a compilation of standards, guidelines, and best practices that are endorsed by the Office of the Chief Information Officer (OCIO) for use when developing websites for the Government of Newfoundland and Labrador.

All web developers must follow these standards when developing or maintaining websites, including web applications; however, some aspects of web application development may be outside of the scope of this document and may require additional planning and consideration.

Contact the OCIO Web Development Team before starting a new project or website to ensure the proper approvals, procedures, and infrastructure requirements have been accounted for. Web applications should include these standards as part of the System Development Life Cycle (SDLC) process.

Important Note

These standards are a technical requirement for the development of any Government of Newfoundland and Labrador website and should be referenced as such in any Request for Proposal (RFP) containing a web delivery component. Developers and web design agencies should be familiar with these standards before bidding or accepting a contract. In the event that these standards contradict a developer or design agency's existing standards or best practices, these standards will take precedence.

CONTACTING THE OCIO WEB DEVELOPMENT TEAM

The OCIO Web Development team is responsible for developing and maintaining these standards. They must be informed and consulted during the entire web development process. The team will provide quality assurance reviews as necessary.

Inquiries directly to the Web Development Team shall be forwarded to: SDEA@gov.nl.ca.
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1 HOW TO USE THIS DOCUMENT

This document is intended to be used as a reference while developing websites. It is not intended to be an exhaustive compilation of all standards, guidelines, and best practices. If a reference is not found within this document then the OCIO Web Development team should be contacted to review the standard, guideline, or best practice in question.

This document does not define a complete process. Many other factors will determine how a website is created and delivered to a Government stakeholder. A project manager or other Government representative will need to be engaged to obtain information and approvals, and follow policies and procedures. Other requirements may need to be determined, such as network and server infrastructure, information protection (IP), and security, which are outside of the scope of this document.

2 WEB DEVELOPMENT STANDARDS

2.1.1 Supported Browsers and Devices

Websites are expected to support:

- The current and prior major release of Internet Explorer, Firefox, Chrome, and Safari.
- A single desktop monitor with a minimum resolution of 1024X768.
- A keyboard or similar device for user input. A pointing device, such as a computer mouse or touchpad, is optional; hence all functionality should be accessible using a keyboard only.

Use website statistics and user trends (i.e. analytics) to determine the most common browsers, operating systems, screen resolutions, devices, etc. Common browsers and devices should be supported.

Analytics for current Government websites are available upon request.
Web Development Standards: Technical requirements and specifications for websites

Support for mobile devices, such as smartphones and tablets, is **recommended**. Standards compliance, responsive design, and feature detection (instead of device detection) should be used to be inclusive of as many devices as possible.

### 2.2 Domain Names

The **Office of the Chief Information Officer (OCIO)** is responsible for registering and administering domain names for all websites owned by the **Government of Newfoundland and Labrador**.

*Domain names should not be purchased or registered online using third-party domain providers.*

### 2.3 Analytics

The **Office of the Chief Information Officer** is responsible for tracking statistics for all websites owned by the **Government of Newfoundland and Labrador**. A tracking code will be provided upon request.

*Analytics software or accounts should not be purchased or configured using a third-party service provider.*

### 2.4 Referenced Web Technology Specifications

Technology specifications released by the **World Wide Web Consortium (W3C)**\(^1\) as a **recommendation** are acceptable for use, taking into consideration:

1. Workarounds or other complexities are not needed in order to conform to the specification.
2. The specification is relatively current and does not contain elements which are deprecated in a newer specification for the same technology.
3. The specification is widely recognized and implemented in the most recent versions of all major browsers.
4) A solution is implemented for legacy browsers if the specification is not supported in such browsers.

5) A solution is implemented for browsers which do not support CSS and JavaScript or those which have CSS and JavaScript disabled.

6) A solution is implemented for accessibility software and devices.

Note: The proposed solution must follow Enterprise Architecture (EA) and Information Protection (IP) recommendations. A consultation with the appropriate subject matter experts may be required.

2.4.1 Validation

All markup languages including HTML, XHTML, XML (such as RSS and Atom feeds) as well as CSS must be valid. W3C provides online validator services which can be used to validate markup and CSS:

- W3C Markup Validation Service
- W3C CSS Validation Service
- Unicorn – W3C’s Unified Validator Service

Note: Many web development editors and tools have validators built-in therefore it is encouraged to use the most recent versions of development software to ensure your markup is being checked against the most recent W3C standards.

2.4.2 HTML

HTML5 is recommended. This specification defines an abstract language, as well as, two concrete syntaxes. XHTML is the preferred syntax although HTML is acceptable if the former isn’t feasible. The following should be taken into consideration:

- Features which have no support or partial support in current browsers should be avoided.
Web Development Standards: Technical requirements and specifications for websites

- Native HTML5 accessibility features which have no support or partial support in current browsers should use WAI-ARIA features. Refer to the Accessibility section of this document for more information on WAI-ARIA.
- Variations in layout or functionality for legacy browsers which do not support HTML5 should be negligible.
- The website should be thoroughly tested and verified to be working in all supported browsers and devices including those with CSS and Javascript disabled.

XHTML™ 1.0 The Extensible HyperText Markup Language (Second Edition) or later is acceptable. This specification is a reformulation of the HTML 4 specification therefore HTML 4 Elements and HTML 4 Attributes are applicable. Deprecated elements and attributes should be avoided. This specification is commonly used when a solution is not able to provide legacy browser support if HTML5 was used instead.

Additional Resources:
- Recommended Doctype Declarations to use in your Web document
- W3C: HTML5 Frequently Asked Questions (FAQs)

2.4.3 CSS

Both CSS Level 3 specifications that have been released as W3C recommendations and Cascading Style Sheets Level 2 Revision 1 (CSS 2.1) Specification are recommended. The following should be taken into consideration:

- CSS should be implemented in such a way that the website will 'gracefully degrade' in the following order: 1) W3C CSS Level 3 features; 2) proprietary browser-specific CSS features; 3) W3C CSS 2.1 features; then 4) default browser styling where CSS is not supported or has been disabled by the user.
- Proprietary browser-specific CSS features that do not mimic W3C CSS Level 3 features or are considered experimental should be avoided.
Web Development Standards: Technical requirements and specifications for websites

- Variations in layout or styling for legacy browsers which do not support CSS Level 3 features should be negligible.
- The website should be thoroughly tested and verified to be working in all supported browsers and devices.

2.4.4 Accessibility

Web Content Accessibility Guidelines (WCAG) 2.0\textsuperscript{13} Conformance Level AA is recommended. In addition to conformance level, all other WCAG 2.0 Conformance Requirements\textsuperscript{14} must be met. Conformance claims should follow the Website Accessibility Conformance Evaluation Methodology (WCAG-EM) 1.0\textsuperscript{15} or a similar standardized evaluation process.

Accessible Rich Internet Applications (WAI-ARIA) 1.0\textsuperscript{16} is recommended. This specification should be used for dynamic content and advanced user interface controls developed with Ajax, HTML, JavaScript and related technologies. As well, WAI-ARIA includes features for documents (i.e. webpages) which are useful for defining layouts, structuring content, and creating relationships.

Additional Resources:
- Web Accessibility Initiative (WAI)\textsuperscript{17}
- How to Meet WCAG 2.0 (Checklist and Quick Reference)\textsuperscript{18}
- WAVE Web Accessibility Evaluation Tool\textsuperscript{19}

2.4.5 Mobile

Mobile Web Best Practices 1.0\textsuperscript{20} is recommended when creating websites to be accessed via mobile devices.

Additional Resources:
- Mobile Web @ W3C\textsuperscript{21}
- W3C mobileOK Checker\textsuperscript{22}
2.5 Government Brand Standards

The Government Brand Signature must be represented on websites owned or sponsored by the Government of Newfoundland and Labrador. The Government Brand Signature\textsuperscript{23} website contains all information pertaining to the use of the Government Brand. The Graphic Standards Manual\textsuperscript{24} provides all information regarding Brand Signature usage.

The following guidelines are specific to web. They are a supplement to Brand Standards and do not supersede or conflict in any way.

2.5.1 Using the appropriate Brand Signature

The four-colour Brand Signature is always used for digital displays hence it is the correct version to use for web. Depending on the background colour, light backgrounds will use the standard version with blue text, and dark backgrounds will use the reverse version with white text. The stylized Pitcher Plant flower graphic is always full colour. It is important to choose background colours which provide sufficient contrast against all of the colours in the Brand Signature. A minimum contrast ratio of 4.5:1 should be maintained. It is important to ensure that specific colours in the Brand Signature are not lost if placing on a similar color background. The recommended light background colour is white while the recommended dark background colour is the same blue as is used in the Brand Signature text.

The target audience of the website will determine which version of the Brand Signature that should be used. Typically, publicly accessible websites have an international target audience therefore the Brand Signature would include the 'CANADA' subtext. French audiences may use the French version of the Brand Signature. If the website is sponsored by a particular Government department or agency then the Brand Signature may include the department or agency name as subtext. All other instances would use the Brand Signature without subtext. Never type subtext below the Brand Signature or alter the Brand Signature in any way. The correct image will be provided upon request.
2.5.2 Using the Brand Signature as a hyperlink

If the Brand Signature is to be used as a hyperlink then it will link to the Government Home Page. If the Brand Signature uses a department or agency name as subtext then it will link to that department or agency home page. Under no circumstances should the Brand Signature link to a page or site other than those listed above.

2.5.3 Placement of the Brand Signature

The Brand Signature must adhere to scaling and protection area requirements as outlined in the Government Brand Standards. The Brand Standards use measurements applicable to print although when converted to digital display the minimum width would be no less than 96 pixels wide. The Brand should not be stretched or skewed in any way. To ensure the Brand Signature remains crisp and legible, use image compression and optimization settings that do not distort the image. Compression artifacts should not be visible. High resolution displays may require a higher resolution image.

The Brand Signature should be placed on a solid opaque background color with a negative space of approximately the height of the upper-case “L” in the Brand text.

2.6 Disclaimer/Copyright/Privacy Statement

Websites must reference the Government Disclaimer/Copyright/Privacy Statement on all pages. Typically this is a link placed in the footer of every web page.

2.7 Files

2.7.1 Naming Conventions

Folder and filenames (including web page files, pdf files, and other downloadable application files) should be concise yet descriptive of the file. Typically, the file name would be the same or similar to the document title when applicable. Special characters should not be used and spaces should be replaced with hyphens (-) or underscores (_).
Folder and filenames which are exposed in the website's URL should be understandable and memorable. The entire URL, including the domain name, should be 80 characters or less.

2.7.2 File Structure

Folders or filenames should not be renamed or moved. Create a file structure that allows for expected revisions and additions. Use a permanent URL for the most current version of a document and archive copies using specific version numbers. Notify users if they are not viewing the most recent version.

*Note: Many web server technologies allow the URL to be rewritten or redirected so that the permanent URL is different than the underlying internal file structure. Such technology can be helpful when organizing a file structure.*


2.7.3 File Size

Compression and optimization techniques should be used to keep file sizes small. This includes all files which are delivered to the web browser, such as html/css/scripting files, images, audio and video files, and document/application files (pdf, word, etc.)

2.7.4 Concurrent Connections

The number of concurrent connections that a web browser is required to make should be kept to a minimum. Style and scripting files should be bundled and minified. Image sprites can be used for icons and other common UI elements.

2.8 Layout and Design

When designing your website, make sure the primary content or functionality of the page is prominently displayed and obvious to the user. Content should have strong
contrast from decorative elements and images. A clean, modern, and professional
design is preferred. Be selective with modern design trends as they may not be
applicable for the purpose or functionality of the website. Design with accessibility and
usability in mind.

Do not rely on colour as the only way of distinguishing a feature or for conveying
information such as a selected element or emphasized text.

2.9 Images and Graphics

2.9.1 Graphic Formats and Optimization

Graphics Interchange Format (GIF), Joint Photographic Experts Group (JPEG), and
Portable Network Graphics (PNF) formats are acceptable for use on websites. Images
and graphics should be optimized for web to keep file sizes relatively small; however,
apparent image quality should not be affected, details within the image should remain
sharp, and no compression artifacts should be visible. Images and graphics should not
be distorted or skewed.

Scalable Vector Graphic (SVG) is acceptable as long as an alternative graphic format is
used to support legacy browsers.

2.9.2 Copyrighted Images

Copyrighted images or trademarks must be used with the consent of the copyright
owner or in accordance with the copyright license.

2.9.3 Alternative Text

Images should always contain alternative text equivalents. The text should describe the
image as it is presented visually without adding additional information that cannot be
determined in context. Alternative text is associated with an image by using the alt
attribute which should always be included. If the image is used for decoration (i.e. purely
aesthetic, no information, and no function) then the alt attribute is included and the
attribute value is an empty string (i.e. alt="").
2.9.4 Graphical Text

Images of text should be only used for decoration (i.e. purely aesthetic, no information, and no function) or when the visual representation of the text is essential. If images of text are used, the text alternative should contain the same words as in the image.

Examples:

- Logo containing text. The visual representation of the text is essential to the identity of the logo.
- Sample credit card. The visual representation of the text is essential as it accurately depicts what the credit card looks like and how the text should appear.
- Characters used as symbols or icons where the actual text has no meaning towards their purpose such as "B" for bold, "I" for italics, small "A" to decrease font size, large "A" to increase font size, etc. The visual representation of the text is essential as such symbols are common UI elements. Alternative text should be used to describe the actual function.

2.10 Language and Text

2.10.1 Page Title and Language

Page should have a title that is clear and concise yet descriptive of the topic or purpose of the page. Do not use the same title for all pages. A common title, such as the site name, may be appended to the end of the page title.

Set the language of the page using the 'lang' attribute for the <html> element.

2.10.2 Plain Language

Know the audience and avoid jargon and technical language where possible. Keep it clear and concise.

2.10.3 Headings

Headings should always be used and be concise yet descriptive of their content block. They should make sense out of context, in other words, heading text has to stand on its
own. As a rule of thumb, they should be 40-60 characters long. Remove leading articles such as "the" and "a". See **Plain Language** above.

It is good practice to use heading levels properly. For example, all sub-sections below `<h1>` should be `<h2>`. All sub-sections below `<h2>` should be `<h3>`, and so forth. The main content section of a web page should start with heading level 1 `<h1>`.

### 2.10.4 Clear Text

Text should be clear and easy to read with good contrast and adequate spacing between lines, paragraphs, and content sections. Lines should not be overly long (80 characters can be used as a rule of thumb). A minimum contrast ratio of 4.5:1 between text and background should be maintained. Do not rely on colour alone as the only way to identify text or indicate an action.

**Resource:** [WebAIM: Color Contrast Checker](#)

### 2.10.5 Font Type and Size

Fonts should be sans-serif with a minimum size of 12pt or 16px. Relative font sizes and measurements should be used. Text can be resized up to 200% without loss of content or functionality.

### 2.10.6 Text on Images

Whether graphical text is part of an image or text is an overlay on top of an image, the background for the text should be a single opaque colour. A minimum contrast ratio of 4.5:1 should be maintained.

If the text is an overlay, do not rely on the image for the background colour. If images are turned off, this text may not be visible against the page background.

If the text is part of the image, the text alternative should contain the same words as in the image.

The main focal point of the image should not be covered by text or other elements.
2.11 Hyperlinks

2.11.1 Link Appearance

All textual links should be underlined and coloured. If the layout and design clearly indicates an area’s function, such as navigation menus or other link list, it’s not always necessary to underline the link text. However, links should not rely on colour alone.

Reserve underlining for links only. Do not underline any text that is not a link. Avoid showing text in your chosen link colours or other cues. Links should be obvious and stand out from other text.

2.11.2 Descriptive Link Text

Links should be meaningful so that the purpose of the link can be determined from the link text alone. Do not rely on the context surrounding the link to determine the purpose. Avoid “click here”, “read more”, etc. If two or more links point to the same web address or the serve the same purpose then the link text should be the same or similar. Similarly, do not use the same link text for links that point to different web addresses or serve different purposes.

2.11.3 Links within Government

Links to other sites within Government will open in the current browser window.

2.11.4 Links outside Government

For occasions when the hyperlink sends the user to a webpage outside of government, the link will open in a new window. The text “opens in new window” should be included in the link text. An icon may be placed adjacent to the link that denotes the same intention.

2.11.5 Links to Document or Application Files

If a link will open a document format or application that requires a plugin, viewer, or opens in an application other than the browser, the document or application type should
be included in the link text. An icon may be placed adjacent to the link that denotes the
same intention. Icons for common file types are available upon request.

The link should open in a new window. Refer to Links outside Government for more
information.

File size should be kept to a minimum. The user should be notified if a large file could
potentially cause a delayed response or load time. A 10-15 second download delay (low
bandwidth) or a file size greater than 200 KB can be used as a rule of thumb. The file
size for large files should be included in the link text.

2.12 Forms

2.12.1 Labels and fieldsets

All form fields should use labels. Labels should be related to their control using the “for”
attribute. They should be clear, descriptive, and unique. Instructions or hints, such as
required, data format, etc., should be including in the label text.

Related form fields should be grouped using fieldsets. Legend text should be clear,
descriptive, and unique. If fieldsets are used, labels need only be clear, descriptive, and
unique in context with the legend text.

Placeholder text within text input controls should not be used as labels, instructions or
hints.

2.12.2 Errors

Errors or suggestions should be automatically detected, the item in error should be
identified, and the error or suggestion should be described to the user in text.

Do not rely on colour alone as a means to identify errors.
2.12.3 CAPTCHA

CAPTCHAs (Completely Automated Public Turing test to tell Computers and Humans Apart) are used in forms to make sure that the entity filling out the form is a human being rather than a computer program that was written to submit the form many times.

Avoid using CAPTCHA unless absolutely necessary. If CAPTCHA is necessary then: (1) provide at least two types of CAPTCHA (ex. image, audio); (2) provide contact information and allow customer service or technical support to bypass CAPTCHA on behalf of the user; (3) do not use CAPTCHA if a user is already logged in. Note on CAPTCHA

2.13 Tables

Tables should only be used to display tabular data rather than as a layout tool. When using a table to display tabular data, table headers should be used to associate the data with the column and/or row titles.

A table summary should be used to describe the table structure and its purpose. A table caption may be used in conjunction with summary.
3 EXCEPTIONS AND DEVIATIONS

If, for any reason, the requirements or recommendations described in this document are not feasible for the website in question then:

1) The exceptions or deviations should be documented and approved as acceptable by the stakeholders of the project.

2) An alternative means to access the information or services provided by the website is available and support is provided to the user.

Note: If the alternative is a more traditional means such as printed documents or mail, it should not be considered equivalent. Many of the features and conveniences of web technologies cannot be replicated. Ultimately, the goal should be to create an efficient, usable website that is accessible to everyone.
Web Development Standards: Technical requirements and specifications for websites

1 World Wide Web Consortium (W3C) - http://www.w3.org/

2 W3C Markup Validation Service - http://validator.w3.org/

3 W3C CSS Validation Service - http://jigsaw.w3.org/css-validator/

4 Unixorn - W3C's Unified Validator Service - http://validator.w3.org/unicorn/

5 HTML5 - http://www.w3.org/TR/html5/

6 XHTML™ 1.0 The Extensible HyperText Markup Language (Second Edition) - http://www.w3.org/TR/xhtml1/

7 HTML 4 Elements - http://www.w3.org/TR/html4/index/elements.html

8 HTML 4 Attributes - http://www.w3.org/TR/html4/index/attributes.html

9 Recommended Doctype Declarations to use in your Web document - http://www.w3.org/QA/2002/04/valid-dtd-list.html

10 W3C: HTML5 Frequently Asked Questions (FAQs) - http://www.w3.org/html/wiki/FAQs

11 CSS Level 3 specifications - http://www.w3.org/Style/CSS/current-work

12 Cascading Style Sheets Level 2 Revision 1 (CSS 2.1) Specification - http://www.w3.org/TR/CSS21

13 Web Content Accessibility Guidelines (WCAG) 2.0 - http://www.w3.org/TR/WCAG20/

14 WCAG 2.0 Conformance Requirements - http://www.w3.org/TR/WCAG20/#conformance-reqs

15 Website Accessibility Conformance Evaluation Methodology (WCAG-EM) 1.0 - http://www.w3.org/TR/WCAG-EM/

16 Accessible Rich Internet Applications (WAI-ARIA) 1.0 - http://www.w3.org/TR/wai-aria/

17 Web Accessibility Initiative (WAI) - http://www.w3.org/WAI/

18 How to Meet WCAG 2.0 (Checklist and Quick Reference) - http://www.w3.org/WAI/WCAG20/quickref/


20 Mobile Web Best Practices 1.0 - http://www.w3.org/TR/mobile-bp/

21 Mobile Web @ W3C - http://www.w3.org/Mobile/
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22 W3C mobileOK Checker - http://validator.w3.org/mobile/

23 Government Brand Signature - http://gov.nl.ca/brand/


26 Government Disclaimer/Copyright/Privacy Statement - http://gov.nl.ca/disclaimer/


28 Note on CAPTCHA - http://www.w3.org/TR/UNDERSTANDING-WCAG20/text-equiv-all.html
SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

Article 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,
(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(I) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of
this Agreement. The Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s Information in the Consultant’s possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal Information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such Information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's Information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.
Article - 4.  ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5.  RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6.  TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 7.  LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or
expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant’s Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant’s Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL

(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.
(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE "D"

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use Information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of Information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
• Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  o Share personal computer drives or folders on a computer accessing the network; or
  o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 29th day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council (“the Client”)

AND: Prime Communications Inc. (“the Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions

   In addition to the terms defined in the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

   a. “Contract Documents” shall mean and include:

      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule “A”;
      iii. The Special Terms and Conditions attached as Schedule “B”;
      iv. The General Terms and Conditions attached as Schedule “C”; and

   b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant’s Work

   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the “Work”). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Twelve Thousand Dollars ($12,000.00) (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Estimated Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td>Project Plan/Kick-off Meeting</td>
<td>November 13, 2015</td>
<td>10%</td>
</tr>
<tr>
<td>2*</td>
<td>Worked up Concept for Social Media Campaign, including forms of social media to be used, a comprehensive plan and content of all posts, visuals and contests</td>
<td>December 4, 2015</td>
<td>30%</td>
</tr>
<tr>
<td>3*</td>
<td>Final Social Media Campaign, including visuals and contests</td>
<td>January 29, 2016</td>
<td>60%</td>
</tr>
</tbody>
</table>

*The progress payments will be provided once, the Office of Climate Change and Energy Efficiency (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content. The Client will hold back 10% of the payment due for each of Items 1, 2 and 3 subject to acceptance of the final product due January 29, 2016.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Twelve Thousand Dollars ($12,000.00) (plus HST) and that a minimum of ten percent (10%) of the
total fees payable for the Work will be withheld, as per 3.1.1 above, until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:
Office of Climate Change and Energy Efficiency
Executive Council
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John’s, NL A1B 4J6
clarkee@gov.nl.ca
Attention: Elaine Clarke
4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John’s, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca

For the Consultant:
Name: Paul Mills, VP Newfoundland
Address: Prime Communications Inc.
39 Pippy Place
P.O. Box 14048
St. John’s, NL A1B 4B7
Phone: (709) 753-012
Email: paul@primecreative.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.
7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** October 30, 2015
- **Completion Date:** January 29, 2016

9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Julia Mullaley,
Clerk of the Executive Council & Secretary to Cabinet

Date: 29 October, 2015

Paul Mills, VP Newfoundland Prime Communications Inc.

Date: OCT 29/15
SCHEDULE "A"
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services in accordance with the content of the Request For Proposals, as attached, and in accordance with the proposal submitted by the Consultant on October 23, 2015 and the supplementary information provided by the Consultant on October 26, 2015.
There are no Special Terms and Conditions.
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<td>7</td>
</tr>
<tr>
<td>Article 14</td>
<td>GENERAL</td>
<td>7</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

Article 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including

   (i) the individual's name, address or telephone number,

   (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

   (iii) the individual's age, sex, sexual orientation, marital status or family status,

   (iv) an identifying number, symbol or other particular assigned to the individual,

   (v) the individual's fingerprints, blood type or inheritable characteristics,
(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all Information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of
this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf.

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

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Article - 4.  ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5.  RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6.  TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 7.  LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards
for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article - 11. USE OF WORK
11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST
12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:
(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS
13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL
(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a
relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
Request for Proposals

Turn Back the Tide Social Media Campaign

Government of Newfoundland and Labrador
Office of Climate Change and Energy Efficiency

October 13, 2015
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

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REQUEST FOR PROPOSALS:  
Turn Back the Tide Social Media Campaign

1.0 Contracting Agency

For the purposes of this Request for Proposals (RFP), the Government of Newfoundland and Labrador’s Office of Climate Change and Energy Efficiency will be the Contracting Agency. The Office of Climate Change and Energy Efficiency (CCEE) will be referred to as “the Client” in this RFP.

2.0 Background

In September 2012, the Government of Newfoundland and Labrador launched its first ever public campaign aimed at raising awareness of climate change and energy efficiency in the province and encouraging action. This campaign, known as Turn Back the Tide, was implemented over a two year period and included three distinct elements:

- A one-stop-shop website with information, tips and resources on climate change and energy efficiency targeted at individuals, businesses and communities (www.turnbackthetide.ca);
- Television, newspaper and online advertisements to raise awareness about the issues and drive traffic to the campaign website; and
- A social media presence (i.e. Facebook page) and partnerships with a range of community organizations aimed at broadening the reach of the campaign.

The development and implementation of the campaign was evaluated by CCEE in 2014-15. The results of the evaluation indicate the campaign was successful in delivering upon its intended goals (http://www.exec.gov.nl.ca/exec/ccee/publications/turn-back-the-tide_evaluation.pdf). Furthermore, the overall success of the campaign was recognized through the receipt of two Pinnacle Awards in 2014 from the International Association of Business Communicators - Newfoundland and Labrador.

To drive traffic to the website during the initial launch of the Turn Back the Tide Campaign in 2012, CCEE purchased advertising spots with a variety of local media outlets. As part of this process, CCEE established targets, which outlined the desired level of traffic to the Turn Back the Tide website and Facebook page. These targets included 50,000 total visits to the website and 1,000 "Likes" on Facebook. Overall, the campaign realized all targets established for delivery by achieving over 56,000 website visits and nearly 1,700 Facebook Page “Likes” by March 31, 2014. Although paid advertising ceased at the end of March 2014, CCEE continued to maintain and update the website and post to the Facebook page, with the aim of continuing to drive traffic to the website. At the end of September 2015, there had been 102,333 visits to the website.

In light of this success, and in building upon lessons learned since the initial launch of the campaign, CCEE is currently undertaking a revamp of Turn Back the Tide’s digital assets to ensure the website’s content and associated Facebook page remain fresh, inviting, relevant and accessible to viewers, with expected completion in January 2016. To supplement this initiative, CCEE is now seeking to contract professional services to develop a social media campaign, which will be implemented in concert with the launch of the redesigned Turn Back the Tide website and Facebook page. The goal of the social media campaign will be to promote uptake and awareness of the redesigned website and Facebook page in a
cost effective manner, in order to raise further awareness of climate change and energy efficiency in Newfoundland and Labrador.

3.0 Objectives

The purpose of this Request for Proposals (RFP) is to secure professional services to develop a social media campaign to generate increased traffic to the updated Turn Back the Tide website and Facebook page. Specifically, the objectives of this RFP are to:

1) Increase the amount of traffic to the Government of Newfoundland and Labrador’s public awareness campaign on climate and energy efficiency over the three month duration of the social media campaign. More specifically to:
   a) Increase traffic on the Turn Back the Tide website by 20 per cent from the figures as of 31 March 2014; and
   b) Increase the number of followers on the Turn Back the Tide Facebook page by 50 per cent from the figures as of 31 March 2014 (relevant analytics are provided at Annexes C & D);

2) Improve knowledge, enhance awareness, and generate a positive public conversation about the importance of action on climate change and energy efficiency in the province by improving the reach and impact of the Turn Back the Tide campaign’s social media presence;

3) Stimulate positive public dialogue and interest in climate change and energy efficiency via the development of effective, eye catching and engaging visuals, as well as contests, which focus on climate change and energy efficiency and direct users to the redesigned website and Facebook page.

4.0 Scope of Work

The successful Consultant will:

1) Complete a project plan for approval by CCEE, which will describe in detail the timing of key milestones for this RFP, the steps the consultant will take to achieve these milestones, and any input required by the Client.

2) Develop a comprehensive, robust and engaging social media campaign lasting three months that will drive traffic to the redesigned Turn Back the Tide website, with the goal of increasing awareness of climate change and energy efficiency in Newfoundland and Labrador and encouraging action. The campaign designed by the Consultant will be fully developed and ready to implement when the redesigned Turn Back the Tide website and Facebook page are launched. The successful Consultant will be required to:
   a) Provide recommendations on the form(s) of social media to be utilized to attract individuals to the redesigned website and Facebook page, including the rationale behind each recommendation, and advice on how to use each form to maximize impact;
   b) Produce a fully worked up plan that sets out the content of all planned communications on social media, any suggested graphics/images to ensure posts are eye catching and engaging, and any advice on, for example, when to post.
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

c) Produce ten related web-ready visuals (e.g., infographics) for use during the campaign that promote positive attitudes towards taking action on climate change and energy efficiency and that direct users to the redesigned Turn Back the Tide website and Facebook page;
d) Develop the content of three exciting and engaging contests to help stimulate interest in climate change and energy efficiency in the province and raise awareness of the redesigned website and Facebook page;
e) Recommend metrics that the Client can use to assess the impact and reach of the social media campaign; and
f) Provide any additional materials that will be required to ensure the social media campaign is ready to implement in concert with the launch of the redesigned Turn Back the Tide website.

3) Provide advice and recommendations on how to maintain Turn Back the Tide’s social media presence effectively after the initial three month campaign finishes.

The successful Consultant will not be required to:
1) Develop a Facebook page for the Turn Back the Tide campaign.
2) Redesign the Turn Back the Tide website.
3) Implement the social media campaign – this will be done by the Client.

The Consultant will work closely with the Client in developing the social media campaign and will participate in an initial kick-off meeting, as well as weekly teleconferences. The Consultant will submit all deliverables in draft for the Client's review and the Client will provide feedback within seven business days to the Consultant. The Consultant will be permitted access to the redesigned Turn Back the Tide webpages and Facebook page and will liaise with CCEE throughout the project to ensure the campaign content is consistent with the redesigned website. The consultant will design the campaign so that it can be easily and effectively executed by the Client, and will be mindful of the resources that the Client has to do this.

5.0 Deliverables

This project will include three deliverables. The timelines associated with the presentation of each deliverable is outlined in section 9.0.

1) Project Plan and Kick-Off Meeting- The Consultant will develop a project plan for executing the work for agreement by the Client. The plan will outline the timing of key milestones (including delivery of draft materials), and will be discussed at a project kick-off meeting. The plan will be revised by the Consultant to reflect the Client’s feedback within five working days.

2) Worked up Concept for Social Media Campaign- The Consultant will develop, and describe in detail an approach to implementing a comprehensive social media campaign to drive increased traffic to the redesigned Turn Back the Tide website and Facebook page. This will include:
a) An overview of the form(s) of social media to be utilized during the campaign;
b) A plan that outlines appropriate times to post and the content of all posts;
c) Ten visually appealing graphics that convey positive messages and/or provide interesting information relating to climate change and energy efficiency, and that direct users to the redesigned Turn Back the Tide website and Facebook page;
REQUEST FOR PROPOSALS:

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d) The content for three contests, which will form part of the broader social media campaign and the overall effort to raise awareness of the redesigned Turn Back the Tide website and Facebook page. The theme(s) of the contest(s) must involve climate change and energy efficiency.

3) Final Social Media Campaign- The Consultant will deliver the final version of the social media campaign (deliverable 2) that incorporates the Client’s feedback.

The content of all elements of the social media campaign developed by the Consultant must be consistent with the terms and conditions of the social media site(s) in which it is being employed.

All project deliverables must be reviewed and approved by the Client. The final version of graphics and/or materials produced by the Consultant, including all un-flattened resource files, will be 100% owned by the Government of Newfoundland and Labrador. The Government of Newfoundland and Labrador will be able to freely use and reproduce the deliverables provided by the Consultant in any means it deems necessary.

6.0 Proposal Structure

Respondents to this RFP are requested to structure their proposals using the following headings:

<table>
<thead>
<tr>
<th>Table 1: Proposal Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introduction</strong></td>
</tr>
<tr>
<td><strong>Understanding of the Issue &amp; Project Proposal</strong></td>
</tr>
</tbody>
</table>
| **Cost Proposal** | The project proposal must include:  
  - A listing and description of the major tasks to complete the work, using this RFP as a guide;  
  - A description of methods to be used;  
  - A listing of data and other sources to be used in the project;  
  - A project plan and project schedule; and,  
  - Summary of any travel requirements required to complete the project. |
| **Summary of Qualifications and Experience** | This section should include an overview of corporate and, as appropriate, academic qualifications, including any similar work experience. Prospective bidders must include a discussion of a minimum of three social media strategies they have developed previously, as well as three sample visuals. |

Short-form résumés should be included for key personnel that will be involved in the project. This should be no longer than one page per person and reference education and experience involved in similar projects.
REQUEST FOR PROPOSALS:

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| Note that an overview of any individual or company that is sub-contracted to complete aspects of the project must also be provided. |

6.1 General Conditions

This RFP is not subject to the Public Tender Act.

Verbal information or representations shall not be binding on the Client. Only written changes, alterations, modifications or clarifications are binding. In order to be valid, all such changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP.

The proposal of the successful Consultant will form part of any resultant Contract Agreement by attachment and incorporation by reference. Claims made in the proposal will constitute contractual commitments. Any provision in the proposal may be included in the resultant Contract as a direct provision thereof. The successful Consultant, as a condition of submitting its proposal, accepts a customized contract will be negotiated. The Client will not be responsible for any legal costs associated with contract development. The Client reserves the right, in its sole discretion, to accept or reject any or all proposals received or to cancel this process at any time after issuance, and may choose to accept or reject or award in respect of all or part of any proposal.

Any resultant Contract from this RFP shall be governed by the laws of the province of Newfoundland and Labrador. It shall be issued in the name of the successful Consultant exactly as that successful Consultant’s personal or corporate name is stated in the RFP response document. Funds payable for materials delivered pursuant to any resultant Contract shall be paid only to the Consultant who is so listed as party to any resultant Contract. Only legal registered names of Consultants are acceptable.

Any resultant contract from this RFP may be subject to proactive public disclosure.

All documents and other records in the custody or under the control of some or all of the Government or its representatives may be subject to the Access to Information and Protection of Privacy Act, 2015, SNL2015 c. A-1.2. Subject to the provisions of this Act and as required by law, all responses and other documents and other records submitted by a Consultant in connection with this RFP will be considered confidential, and financial and other proprietary information will not be disclosed.

Any proposal submitted in response to this RFP shall contain the signature, name and title of the person authorized to sign on behalf of the Consultant.

The responsibility rests with the Consultant to submit a complete proposal, with proper and adequate detail to substantiate all aspects of its proposal. Incomplete proposals shall be deemed to be non-compliant. A complete proposal shall include, but is not limited to:

- Legal name and status: The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.
REQUEST FOR PROPOSALS:
Turn Back the Tide Social Media Campaign

- Consultant contact: The name, title, telephone and fax numbers, email address and civic address of a representative who may be contacted for clarification or other matters relating to the proposal.

- Content: The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements in this RFP, but rather shall provide convincing rationale to address how the Consultant intends to meet these requirements.

The successful Consultant must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction.

All terms and conditions will apply to all subcontractors and the Consultant will be responsible for subcontractors’ compliance. The Consultant will be responsible for all work done by the subcontractors. The Consultant will be responsible for all damages and will complete any work unfinished by the subcontractors.

7.0 Firm Pricing

All prices quoted shall include Harmonized Sales Tax (HST), must be in Canadian currency, and shall remain firm until completion. No contract containing price escalations will be accepted prior to the anticipated completion date set forth in this RFP.

The Client is anticipating bids in the region of $10,000 to $15,000 (excluding HST) in response to this RFP. All bidders should clearly detail their cost breakdown in their proposal and explain how these costs would deliver value and superior end products to the Client. All bids will be considered based on their own merits against the criteria set out in this RFP. The lowest priced proposal may not necessarily be accepted.

8.0 Award of Contract

The contract will be awarded by the Client based upon the results of an evaluation of submitted proposals. The Client will notify the successful Consultant in writing. Those that are not successful will receive notification as soon as possible once the contract has been accepted and finalized. The Client reserves the right not to explain in detail why bidders were not selected.
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

9.0 Project Schedule

The project schedule should assume an approximate start date of October 30th. The project must be completed as outlined in Table 2.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Estimated Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Plan/Kick-Off Meeting</td>
<td>November 13, 2015</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Worked Up Concept for Social Media Campaign, including visuals and contests</td>
<td>December 4, 2015</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Final Social Media Campaign, including visuals and contests</td>
<td>January 29, 2016</td>
<td>60%</td>
</tr>
</tbody>
</table>

* Payments will be provided only once the Client is satisfied with the deliverable, and not when a draft is initially delivered. All work must be completed to the Client’s satisfaction no later than January 29, 2016 unless otherwise agreed with the Client.

10.0 Intellectual Property

Any intellectual property that is developed as a result of this project, including all data, specifications, concept plans, designs, rationales, presentation materials and technical reports and related information produced by the Consultants in completing this work shall be vested with CCEE. The Consultant shall deliver all files and documentation for this project to CCEE upon its completion and shall securely destroy all files and documentation on hand.

11.0 Other Terms and Conditions

Additional terms and conditions relating to this RFP are provided in Annexes A and B.

12.0 Proposal Evaluation

CCEE will evaluate the proposals according to the criteria below. The lowest priced proposal may not necessarily be accepted. CCEE reserves the right to reject all proposals and either cancel the RFP or reissue if necessary.

<table>
<thead>
<tr>
<th>No.</th>
<th>Table 3: Selection Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of Project</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Approach to Project, including approach to the work and creative ideas.</td>
<td>35%</td>
</tr>
<tr>
<td>3</td>
<td>Management Proposal, including project staff qualifications and work experience relevant to this project</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Cost Proposal</td>
<td>25%</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

13.0 Project Contact

The Consultant will be working with CCEE throughout this project. CCEE will be the project manager and act as the Consultant’s primary contact throughout the project. All project deliverables shall be supplied to CCEE for approval.

The contact for this project, including any questions or concerns relating to this RFP, is:

Kyle Robar
Policy, Planning & Research Analyst
Office of Climate Change and Energy Efficiency
Government of Newfoundland and Labrador
Confederation Building, West Block, 5th Floor
PO Box 8700, St. John’s, NL
(709) 729-1280
E. kylerober@gov.nl.ca

14.0 Submission of Proposals

Proposals must be submitted electronically to climatechange@gov.nl.ca by October 23, 2015 no later than 3:30pm (NST). Questions will be accepted until noon on October 16th (NST) with responses issued by noon on October 19, 2015 (NST).

All changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP. All addenda that have been issued in relation to this RFP will be available on the Government Purchasing Agency website at www.gpa.gov.nl.ca/availabletenders.stm, or by contacting the Government Purchasing Agency.

Consultants can either access the website at their own discretion for addendum, or may use the registration process available on the site to receive notification of addendum. Consultants are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of proposal in response to this RFP.

Proposals must be submitted digitally to the email above. Facsimiles are not acceptable and will not be considered. No extensions to the submission date will be considered.

The Contracting Agency will endeavor to contact the successful Consultant within one week (7 days) of the closing date of the RFP.
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

Annex A: Additional Terms and Conditions

Acceptance of the Proposal - The Client reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. The Client shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard contract template will be used.

Proposal Revisions – Proposal revisions must be received prior to the RFP submission/closing date and time.

Financing of Proposals – All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

Acceptance of RFP Conditions – Receipt of a proposal will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated into any resultant contract.

Subcontracting – The use of subcontracted services must be identified in the written proposal. Prior written approval by the Client is required for the use of subcontracted services.

Negotiation Delay – If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, the Client may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.

Media Interviews – Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting the contract without specific written permission of the Client.

Disclaimers/Limitations of Liability – Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

Other Purpose – This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

The Consultant should confirm with CCEE whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network;
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

Annex B will form part of the successful Consultant's contract.
REQUEST FOR PROPOSALS:

Turn Back the Tide Social Media Campaign

Annex C: Website Analytics

The following website data was taken from the TBTT campaign’s Google Analytics account and spans September 17, 2012 to March 31, 2014.

Table 4: Turn Back the Tide – Website Analytics

<table>
<thead>
<tr>
<th>Website Sessions</th>
<th>56,227</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unique Visitors</td>
<td>46,684</td>
</tr>
<tr>
<td>Page Views</td>
<td>132,618</td>
</tr>
<tr>
<td>Pages per Session</td>
<td>2.36</td>
</tr>
<tr>
<td>Bounce Rate</td>
<td>64%</td>
</tr>
<tr>
<td>New / Returning Visitors</td>
<td>17% / 83%</td>
</tr>
</tbody>
</table>

Table 5: Turn Back the Tide – Sources of Website Visits

<table>
<thead>
<tr>
<th>Source</th>
<th>Total Visits</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google Search</td>
<td>19,238</td>
<td>34%</td>
</tr>
<tr>
<td>Direct (i.e. typing in TBTT URL)</td>
<td>11,356</td>
<td>20%</td>
</tr>
<tr>
<td>vocm.com</td>
<td>8,310</td>
<td>15%</td>
</tr>
<tr>
<td>thetelegram.com</td>
<td>5,150</td>
<td>9%</td>
</tr>
<tr>
<td>facebook.com</td>
<td>2,862</td>
<td>5%</td>
</tr>
<tr>
<td>cbc.ca</td>
<td>2,229</td>
<td>4%</td>
</tr>
<tr>
<td>ntv.ca</td>
<td>1,439</td>
<td>3%</td>
</tr>
<tr>
<td>thewesternstar.com</td>
<td>1,075</td>
<td>2%</td>
</tr>
<tr>
<td>Other</td>
<td>4,568</td>
<td>8%</td>
</tr>
<tr>
<td>Total</td>
<td>56,227</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 6: Turn Back the Tide – Most Visited Website Pages

<table>
<thead>
<tr>
<th>Page</th>
<th>Total Page Views</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Main page</td>
</tr>
<tr>
<td>2</td>
<td>Benefits of Energy Efficiency</td>
</tr>
<tr>
<td>3</td>
<td>Make a Difference Video</td>
</tr>
<tr>
<td>4</td>
<td>At Home Tab</td>
</tr>
<tr>
<td>5</td>
<td>What’s New</td>
</tr>
<tr>
<td>6</td>
<td>Carbon Calculator</td>
</tr>
<tr>
<td>7</td>
<td>Understanding Climate Change and Energy Efficiency</td>
</tr>
<tr>
<td>8</td>
<td>Understanding How Climate Change Will Impact NL</td>
</tr>
<tr>
<td>9</td>
<td>Carbon Calculators (Landing Page)</td>
</tr>
<tr>
<td>10</td>
<td>Home Heating</td>
</tr>
</tbody>
</table>
### Table 7: Turn Back the Tide Facebook Page – Trivia Contest Analytics

<table>
<thead>
<tr>
<th>Trivia Contest</th>
<th>Average Number of Daily Entries</th>
<th>Time Frame</th>
<th>Facebook Activity (Number of people talking about the page)</th>
<th>Website Visits (Number of visits from facebook.com)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Average per day</td>
<td>Total Average per day</td>
</tr>
<tr>
<td>12 Days of Climate Change</td>
<td>142</td>
<td>12 days before contest</td>
<td>93 8</td>
<td>35 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contest (Dec 4/12 - Dec 15/12)</td>
<td>2117 176</td>
<td>151 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 days after contest</td>
<td>151 13</td>
<td>26 2</td>
</tr>
<tr>
<td>St. John’s IceCaps Trivia Contest</td>
<td>342</td>
<td>16 days before contest</td>
<td>102 6</td>
<td>52 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contest (Mar 1/13 – Mar 16/13)</td>
<td>6413 401</td>
<td>1182 74</td>
</tr>
<tr>
<td></td>
<td></td>
<td>16 days after contest</td>
<td>81 5</td>
<td>57 4</td>
</tr>
<tr>
<td>Restaurants Go Green</td>
<td>182</td>
<td>6 days before contest</td>
<td>34 6</td>
<td>1 0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contest (June 10/13 – June 15/13)</td>
<td>765 128</td>
<td>127 21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 days after contest</td>
<td>28 5</td>
<td>10 2</td>
</tr>
<tr>
<td>CYN Transportation Trivia</td>
<td>121</td>
<td>5 days before contest</td>
<td>12 2</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contest (Aug 12/13 – Aug 16/13)</td>
<td>929 186</td>
<td>176 35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 days after contest</td>
<td>22 4</td>
<td>10 2</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this _____ day of August, 2014.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council
(“the Client”)

AND: NEWFOUNDLAND AND LABRADOR HYDRO (NLH)
(“the Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. “Contract Documents” and “Agreement” shall each mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C"; and
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant’s Work

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with this section.

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, three hundred and fifty thousand dollars ($350,000.00) (including HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2014</td>
<td>$175,000</td>
<td>(1) contract for purchase and installation of devices,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) implementation of participant surveys,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(3) development and initial deployment of public awareness materials</td>
</tr>
<tr>
<td>March 31, 2015</td>
<td>$25,000</td>
<td>(1) public awareness activities, including ongoing deployment of public</td>
</tr>
<tr>
<td></td>
<td></td>
<td>awareness materials,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) project monitoring</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>$100,000</td>
<td>(1) public awareness activities, including ongoing deployment of public</td>
</tr>
<tr>
<td></td>
<td></td>
<td>awareness materials,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2) implementation of participant surveys</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(3) project monitoring</td>
</tr>
<tr>
<td>March 31, 2016</td>
<td>$50,000</td>
<td>Approved Final Report</td>
</tr>
</tbody>
</table>

1.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance with the following:

(a) The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.
1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of three hundred and fifty thousand dollars ($350,000.00) (including HST) which shall not exceed a monetary ceiling of two hundred thousand dollars ($200,000.00) (including HST) during the fiscal year April 1\textsuperscript{st}, 2014 to March 31\textsuperscript{st}, 2015 and which shall not exceed a monetary ceiling of one hundred and fifty thousand dollars ($150,000.00) (including HST) during the fiscal year April 1\textsuperscript{st}, 2015 to March 31\textsuperscript{st}, 2016, and that a minimum of ten percent (10 \%) of the total fees payable for the Work in each fiscal year will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the \textit{Financial Administration Act}, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due. If there is no such appropriation the Consultant shall not be required to carry out the Work.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:

\textbf{Attention: Elaine Clarke, Administrative Assistant}

\textbf{Office of Climate Change \& Energy Efficiency}

\textbf{5th Floor, West Block, Confederation Complex}

\textbf{P.O. Box 8700}

\textbf{St. John's, NL}

\textbf{A1B 4J6}
4. **Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

**For the Client:**

Jackie Janes, Assistant Deputy Minister  
Office of Climate Change and Energy Efficiency  
5th Floor, West Block, Confederation Building  
P.O. Box 8700  
St. John's, NL A1B 4J6  
Phone: 709-729-7971  
Fax: 709-729-1119  
Email: jackiejanes@gov.nl.ca

**For the Consultant:**

Dawn Dalley, Vice-President of Corporate Relations  
Newfoundland Labrador Hydro  
Hydro Place, 500 Columbus Drive  
P.O. Box 12400  
St. John's, NL A1B 4K7  
Phone: 709-737-1315  
Fax: 709-737-1818  
Email: ddalley@nalcorenergy.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**
The Consultant hereby represents and warrants that every fact stated or represented by
the Consultant or its Representatives to the Client in connection with any proposal made
by the Consultant in respect of the Work is true and agrees that the Client shall be
conclusively deemed to have relied on each such representation or statement in entering
into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract
Documents, the Contract Documents shall have precedence as follows: first the Head
Agreement, second the Special Terms and Conditions, third the General Terms and
Conditions, fourth the Protocols for Security of Government Information on Information
Technology assets of Contractors, fifth the Scope of Work, and last, any documents
incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and
completion dates mutually agreed upon as follows:

| Start Date: | August 11, 2014 |
| Completion Date: | March 31, 2016 |

9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in
Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering
references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be
considered an original of this Agreement, and which together will constitute one and the
same instrument. No Party will be bound to this Agreement unless and until all Parties
have executed a counterpart. A facsimile signature or an otherwise electronically
reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Julia Mullaley,
Clerk of the Executive Council
& Secretary to Cabinet

Date: ______________________

NEWFOUNDLAND AND LABRADOR HYDRO,

Dawn Dalley,
Vice-President, Corporate Relations and
Customer Service

Date: SEPTEMBER 26, 2019
SCHEDULE “A”

SCOPE OF WORK

1. The Consultant shall implement a two year residential energy conservation pilot project to determine if homeowners would conserve energy if they used a feedback device that provides them with real-time electricity consumption information.

2. The Consultant shall engage Newfoundland Power (NP) to provide support to the pilot project through, as appropriate, provision of data, materials, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by NP.

3. The Client and the Consultant will establish a joint project management committee (the “JMC”) to oversee the pilot project. The JMC shall be co-chaired by Jackie Janes, Assistant Deputy Minister, Office of Climate Change, Energy Efficiency, and Emissions Trading (CCEE), and Barry Brophy, Energy Efficiency Manager, Newfoundland and Labrador Hydro (NL Hydro). The JMC shall meet at least quarterly, or as required throughout the pilot project. NP will be invited to sit as a member of the JMC. Each Party may designate members to sit on the JMC. Membership may vary as the pilot project is implemented.

4. The Consultant is responsible for the administration of all subcontracts.

5. All public documentation, factsheets, brochures and other materials developed for, funded by or used to report on the pilot project shall use the logo for the Government of Newfoundland and Labrador in accordance with the GNL Branding Policy available at http://www.gov.nl.ca/brand/GSM%20Brand%20Standards.pdf. The JMC shall provide approve all public materials prior to their distribution.

6. The Work shall be completed at a cost not to exceed $200,000 including HST from April 1, 2014 to March 31, 2015; and $150,000 including HST from April 1, 2015 to March 31, 2016. The Work shall include:

   i. Administrative costs for the Consultant to develop a representative household sample frame, contact and arrange participation with identified homeowners, implement baseline (October 2014) and exit (October 2016) participant surveys, develop and deliver public awareness and education initiatives for participants, collect and maintain household electricity meter data (electricity use data), oversee the tenders for the devices and evaluation services as provided for in sections 6(ii) and 6(iii), and provide other administration and required services as required;

   ii. A competitive procurement process for a third party contract held by the Consultant with a service provider to provide 500 devices, maintain a customer assistance hotline, complete device installations for participating homeowners' (if required through the procurement award) and provide other services as required. The JMC will be involved in the design of the requirements and in the evaluation of bids received. This third party contract shall be finalized by September 5, 2014; and

   iii. A third party contract with an electricity consultant to establish the parameters and data requirements for the project to ensure it can be effectively evaluated, and to
evaluate it at the end of the pilot period. The JMC will be involved in the design of the requirements and in the evaluation of bids received. This third party contract shall be finalized by September 29, 2014 in advance of the baseline survey to be implemented by the Consultant.

7. The pilot will include a total of 1,250 households in the province. The Consultant shall develop a sample frame representative of all households in the province. Participating households will be assigned as follows:

i. 250 households would be provided with a real-time electricity demand feedback device, and would receive public awareness and education materials on energy conservation from the utilities in every second month;
ii. 250 households would be provided with a device, but would not receive public awareness and education materials on energy conservation;
iii. 250 households would not receive a device, but would receive public awareness and education materials in every second month; and
iv. 500 households would be used as a control group.

8. The Parties have, for budgeting purposes, estimated the per unit cost for the 500 devices identified in section 6(ii) of this Schedule to be $230.00 and the total cost to be $115,000.00 but recognize that the actual per unit cost will be determined under the procurement process required under section 6(ii) of this Schedule. If the procurement process results in a per unit cost lower than $230.00 the Consultant will seek to procure additional devices from the service provider up to $115,000.00. If the procurement process results in a per unit cost higher than $230.00 the Consultant will make best efforts to fund the additional cost for 500 devices from total funds payable under this Agreement and failing this, the Consultant may reduce the number of devices procured to a total cost of $115,000.00 and accordingly lower the number of households provided with a device under section 7 of this Schedule. Notwithstanding the foregoing, the number of devices to be procured by the Consultant and provided to households under this Agreement cannot be lowered below the requirements of sections 6 and 7 of this Schedule without the prior written approval of the Client.

9. The Consultant shall provide households identified in sections 7(i) and 7(ii) of this Schedule with a device no later than October 1, 2014. Any third party installation of devices, if required, shall be completed on or before October 1, 2014. The JMC shall provide guidance on treatment of households that, for unforeseen reasons, may not have the device installed until after October 1, 2014.

10. Participants' energy use shall be monitored for the 12-month period starting with their October 2014 monthly billing date and compared to their energy use for the 24-month period prior to their participation in the pilot project.

11. The evaluation of participants' energy use over this 36 month period will include an assessment of behavioral changes, changes in electricity use adjusted for changes in household demographic characteristics, household capital stock and weather changes, and an assessment of the frequency with which participants monitor the device and their trust in the information provided by the device.

12. The Consultant shall ensure that its baseline and exit participant surveys referred to in section 6(i) of this Schedule include all necessary information for the evaluator to
complete the requirements of Section 10 of this Schedule. The Consultant may undertake other surveys during the pilot period if necessary to the integrity of the initiative provided that such surveys can be completed within the budget structure outlined in section 6 of this Schedule.

13. The Consultant shall provide the final report to the Client by February 28, 2016. The Client shall review the final report for technical accuracy and to ensure that it meets the requirements of this Agreement.

END OF SCHEDULE A.
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions of this Agreement are as follows:

1. Schedule C, Article 2.1(a) shall be amended by removing the text from the existing sentence: "including the fact of this Agreement".

2. Schedule C, Article 2.2 shall be amended by replacing the first sentence with the following:

"The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons, except its Representatives who need the Confidential Information to carry out the Work, at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations."

3. Schedule C, Article 2.5 shall be amended by adding an additional sentence at the end of the section:

"Notwithstanding the foregoing, the Consultant may continue to possess and use copies of all reports, plans and documentation of any kind produced in connection with the Work and the Client grants to the Consultant a non-exclusive, royalty-free, irrevocable, non-transferable license to use such reports, plans and documentation."

4. Schedule C, Article 2.8 shall be amended by replacing the existing text with the following:

"The Consultant shall only disclose confidential information to persons other than its Representatives with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D"."

5. Schedule C, Article 6.2 shall be amended by replacing the existing text with the following:

"The Parties agree that the Agreement shall not be terminated on or prior to March 31, 2015. After March 31, 2015 any Party may terminate this Agreement at any time by way of fourteen (14) days written notice to the other Party. Termination of this Agreement by either of the Parties shall not release any Party from any obligation that Party incurred during the term of this Agreement."

6. Schedule C, Article 14(a) shall be amended by replacing the existing text with the following:

"All articles of this Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement shall continue as valid and enforceable
rights and obligations (as the case may be) of the Parties, notwithstanding any such termination or expiration, until they are satisfied in full or by their nature expire."

END OF SCHEDULE B.
SCHEDULE "C"
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied By The Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL2002 CA-1.1, or the Personal Health Information Act, SNL2008 CP-7.01, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,
(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all Information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and Industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however
arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Consultant’s possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, the Privacy Act, RSNL 1990 cP-22, and Personal Health Information Act, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The Client may be compelled to disclose financial information pursuant to the first cited Act.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:
2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/CIVIL/attp/default.htm

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client’s facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.
Article - 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Work(s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.
Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article - 14. GENERAL

(a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Agreement. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Agreement or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer-to-Peer file sharing program (e.g., Limewire, etc.) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, and Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance with them.

END OF SCHEDULE D
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 29th day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council ("the Client")

AND: ThermalWise Green Building Co-operative Limited ("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. **Definitions**
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology Assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. **The Consultant’s Work**
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Subject to Article 3.1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, Forty-Five Thousand and Seven Hundred Dollars ($45,700.00) (plus HST) in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Estimated Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Plan</td>
<td>November 9, 2015</td>
<td>0</td>
</tr>
<tr>
<td>3*</td>
<td>Final Training Materials &amp; Technical Guidance</td>
<td>January 8, 2016</td>
<td>25%</td>
</tr>
<tr>
<td>4*</td>
<td>Completion of Training Delivery (in-person and by webinar)</td>
<td>March 25, 2016</td>
<td>50%</td>
</tr>
</tbody>
</table>

*The progress payments will be provided once, the Office of Climate Change and Energy Efficiency (CCEE) is satisfied that the deliverable is satisfactory in terms of coverage and content. The Client will hold back 10% of the payment due for each of Items 2, 3 and 4 subject to acceptance of the final product due March 25, 2016.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance with the following:

The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Forty-Five Thousand and Seven Hundred Dollars ($45,700.00) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld, as per 3.1.1 above, until such time as the project is completed to the satisfaction of the Client.
(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:

Office of Climate Change and Energy Efficiency
Executive Council
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
clarkee@gov.nl.ca
Attention: Elaine Clarke

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Jackie Janes, Assistant Deputy Minister
Office of Climate Change and Energy Efficiency
5th Floor, West Block, Confederation Complex
P.O. Box 8700, St. John's, NL A1B 4J6
Phone: 709-729-7971
Fax: 709-729-1119
Email: jackiejanes@gov.nl.ca
For the Consultant:
Name: Jordan MacDonald, President
Address: ThermalWise Green Building Co-operative Limited
1590 Argyle Street – Suite 1
Halifax, NS B3J 2B3
Phone: (902) 407-9376
Email: jmacdonald@thermalwise.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties
The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.
8. **Start and Completion Date**
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>October 30, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date:</td>
<td>March 25, 2016</td>
</tr>
</tbody>
</table>

9. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

\[\underline{Julia\;Mullaley}\]

Julia Mullaley,
Clerk of the Executive Council & Secretary to Cabinet

Date: \textbf{October 29, 2015}

\[\underline{Jordan\;MacDonald,\;President\;ThermalWise\;Green\;Building\;Co-operative\;Limited}\]

Date: \textbf{October 29, 2015}
SCHEDULE “A”

SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services in accordance with the content of the Request For Proposals, as attached, and in accordance with the proposal submitted by the Consultant on October 21, 2015.
SCHEDULE “B”
SPECIAL TERMS AND CONDITIONS

There are no Special Terms and Conditions.
SCHEDULE "C"
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT .................................................. 1
Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT .................................. 1
Article - 3. EMPLOYEES OF THE CONSULTANT .......................................................... 4
Article - 4. ACCESS TO FACILITIES ........................................................................... 5
Article - 5. RECORDS AND AUDIT ............................................................................. 5
Article - 6. TERMINATION ............................................................................................ 5
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GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,
(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions, except where they are about someone else, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of
this Agreement. The Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Consultant’s possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:
complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nf.ca/info/Privacy-Breach-Protocol.pdf.

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.
Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client’s facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards
for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL

(a) Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a
relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act 2015, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D
REQUEST FOR PROPOSALS

Training on Incorporating Energy Efficiency into the Construction of Houses and Buildings

Government of Newfoundland and Labrador
Office of Climate Change and Energy Efficiency

October 9, 2015
REQUEST FOR PROPOSALS:

Training on Incorporating Energy Efficiency into the Construction of Houses and Buildings

1.0 Contracting Agency

For the purposes of this Request for Proposals (RFP), the Government of Newfoundland and Labrador's Office of Climate Change and Energy Efficiency will be the Contracting Agency (the "Client").

2.0 Background

Houses and buildings that take account of energy efficiency in their design and construction will have lower operating costs and be more comfortable to live and work in than buildings that do not. Incorporating energy efficiency into the design, construction and renovation of houses and buildings in accordance with applicable building codes and industry best practices is complex and technical. Energy efficiency requirements, best practices, technologies and building processes must be well understood by building developers, designers, contractors, inspectors and owners and incorporated into all phases of the construction process.

In Newfoundland and Labrador, municipalities are responsible for adopting the National Energy Code of Canada (NBC) and all subsequent amendments. The most recent version of the NBC, released in 2012, was broadened to include energy efficiency requirements for houses and small commercial and institutional buildings up to 600 m² or up to three stories. As such, new houses and small buildings in Newfoundland and Labrador must be built to meet the minimum energy efficiency requirements outlined in the NBC.

The 2012 version of the NBC introduced requirements in Part 9.36 related to effective thermal resistance for insulation, and trade-offs between opaque assemblies such as ceilings, walls and some floors, window performance, and window area and insulation. These changes, among others, make it more difficult for builders and inspectors to understand the full range of energy efficiency requirements in the NBC. The National Energy Code for Buildings (NECB), which was released in 2011 and sets out energy efficiency requirements for larger commercial buildings, is not required to be implemented in Newfoundland and Labrador at this time, however, many of the energy efficiency requirements in the 2012 version of the NBC for small buildings are also contained in the NECB.

In 2013, CCEE developed and released a user-friendly guide to assist building designers, building contractors, municipalities and individuals understand the new requirements (http://www.exec.gov.nl.ca/exec/ccee/publications/Guide_to_Building_Energy_Efficient_Homes_Web. pdf). The Atlantic Home Warranty program provides an introductory training course by webinar to contactors on Part 9.36 of the NBC that is not specifically tailored to NL and does not cover small buildings. This training focuses on effective thermal resistance, overall NBC obligations and the associated implications for contractors. Finally, government has committed to examine the case for adopting the NECB and has completed technical work and consultations to this end. A technical cost-benefit analysis for the NECB was completed for CCEE in 2015. This study includes a technical annex on how to construct wall assemblies to meet NECB energy efficiency requirements (http://www.exec.gov.nl.ca/exec/ccee/publications/NECB_archetype_analysis.pdf).
At this time there is no technical and detailed training tailored to the needs of Newfoundland and Labrador for new house construction and for the construction of small buildings to assist designers, builders and inspectors in better understanding the energy efficiency requirements of the NBC. Additionally, there is limited information available to large commercial building designers that wish to understand best practice as it pertains to energy efficiency, particularly as it relates to the building envelope.

3.0 Objectives

The objectives of this RFP are to raise awareness and understanding of how to integrate energy efficiency into the design and construction of houses and buildings in Newfoundland and Labrador by:

(i) Designing and delivering technical training sessions on energy efficiency provisions of the NBC for houses and small buildings, for building designers, contractors, and inspectors, and including the development of a technical guide for small buildings based on this material to be provided to training session participants as a supplementary resource and serve as a stand-alone resource for stakeholders that can be distributed and accessed into the future.

(ii) Designing and delivering technical training sessions on integrating energy efficiency into the design of large buildings to increase awareness and understanding of best practices, new and emerging technologies and approaches, market developments and costs and benefits, and including the development of a technical guide based on this material to be provided to training session participants as a supplementary resource and serve as a stand-alone resource for stakeholders that can be distributed and accessed into the future.

4.0 Scope and Project Definition

In carrying out this work, the Consultant will undertake and complete the following tasks.

4.1 Houses and Small Buildings

4.2 Design training on the energy efficiency requirements of the NBC for a technical audience, including building designers, contractors and inspectors, in a manner that builds on information already in the public domain, provides informative and relevant case studies, and is positioned to be relevant to the needs and interests of an audience in Newfoundland and Labrador. The training must include information regarding how NBC provisions differ from the previous model national energy code for houses and small buildings, and include relevant real world examples and local case studies to help illustrate key points and bring the issues to life. Additionally, for inspectors, it must include key information and knowledge necessary to inspect houses and small buildings in accordance with the NBC.

4.3 Training components must be detailed, technical and thematic. It must be grouped into modules that logically cover key elements of energy efficiency for houses and small buildings. This may include components or modules covering each of: building envelopes; lighting; service water heating; heating, ventilation and air conditioning (HVAC) systems; and NBC compliance mechanisms and pathways. It must include information on best practices and measures in place in other jurisdictions that contractors can utilize to communicate market and highlight the energy efficiency
features of houses and small buildings to potential customers, using locally-relevant and applicable case studies.

4.4 **Develop a technical guide** for small buildings based on the training material that will be provided to training session participants as a supplementary resource (see bullet 4.5) and to serve as a stand-alone resource for stakeholders that can be distributed and accessed into the future. The technical guide for small buildings should be consistent and aligned with the training session for houses and small buildings and be designed to complement the existing on-line guide for building energy efficient homes (referenced above).

4.5 Deliver in-person training on the energy efficiency provisions of the NBC via four, full-day in-person sessions. Each in-person training session should cover both houses and small buildings and each session may include participants from different audiences including inspectors, building designers and builders. For planning purposes, it should be assumed that two sessions will be held in St. John's and two sessions will be held outside of the provincial capital – one on the west coast of Newfoundland and one in central Newfoundland. Travel costs will be reimbursable.

4.6 **Deliver webinar-based training** to extend reach to those unable to attend in-person sessions. The material for the webinars will cover the same issues as the in-person sessions. However, in recognition that it is not desirable or effective to hold a day long webinar, the material will be grouped into thematic modules that can be delivered on different days. A minimum of five “thematic” webinars will be developed and presented on specific themes including, but not necessarily limited to, building envelopes; lighting; service water heating; heating, ventilation and air conditioning (HVAC) systems; and NBC compliance mechanisms and pathways. Each thematic area will be addressed in a webinar. Each webinar will be structured to up to two hours in length. For planning purposes, it should be assumed that each thematic webinar will be delivered twice.

4.7 **Large Buildings**

4.8 **Design training** on integrating energy efficiency into the design and construction of larger buildings, with a particular focus on building envelope requirements and including but not limited to above ground opaque assemblies, window performance and window-to-wall ratios. Training must provide detailed information for different building types and include new and emerging technologies, market developments, construction methods and approaches, the costs and benefits of different approaches and technologies, and the provisions of the NECB. It must be supported by case studies, and be relevant and useful to stakeholders in Newfoundland and Labrador.

4.9 **Develop a technical guide** for large buildings based on the training material that will be provided to training session participants as a supplementary resource (see bullet 4.10) and to serve as a stand-alone resource for stakeholders that can be distributed and accessed into the future. The technical guide for large buildings should be consistent and aligned with the training session for large buildings and be designed to complement the existing on-line guide for building energy efficient homes (referenced above).

4.10 **Deliver in-person training** via three in-person sessions, each lasting up to three hours. Each in-person training session may attended by different audiences, including engineers, architects and suppliers.
4.11 Deliver webinar-based training on two occasions to extend reach to those unable to attend in-person sessions. Each webinar will be two hours in length.

5.0 Deliverables

This project will include four deliverables (with expected timelines outlined below in Section 9):

Detailed Project Plan – Following an initial kick-off meeting with the Client, the Consultant will develop an updated project plan beyond that outlined in their proposal submission to reflect input provided by the Client. The plan will provide an annotated outline of the content of training materials and materials to be included in each technical guide (see bullets 4.4 and 4.9), an overview of the approach to be used in delivery of in-person training sessions, and listing of potential participants.

Draft Training Materials and Draft Technical Guide – The Consultant will be required to deliver an acceptable draft version of the training materials and technical guide. (As noted in bullets 4.4 and 4.9, the technical guides should be consistent and aligned with the training materials.) The Client will provide feedback within two weeks of receiving the draft materials.

Final Training Materials and Technical Guide – The Consultant will finalize the training materials and technical guide that incorporates the Client’s feedback and addresses any remaining issues to the Client’s satisfaction.

Delivery of Training Sessions – The consultant will deliver the in-person presentations and webinar-based training sessions over the January 11-March 25, 2016 period.

Any written, numerical or presentation-style material must be provided using Microsoft Office products. The Consultant will be required to verify web software packages with the Client to assess viewing capabilities.

6.0 Proposal Structure

Respondents to this RFP are requested to structure their proposals using the headings outlined in Table 3.

Table 3: RFP Structure

<p>| Introduction | This section should introduce and briefly explain the firm, its capabilities and its experience in handling an assignment of this nature. The Introduction should also include details on the Consultant’s demonstrated knowledge of the energy efficiency aspects of building codes and best practices in the integration of energy efficiency into building design, construction and inspection for a range of building types, as well as knowledge of the local context in Newfoundland and Labrador. |
| Understanding of the Issue &amp; Project Proposal | This section should explain the Consultant’s understanding and interpretation of the objectives and requirements of this project. The project proposal must include: |</p>
<table>
<thead>
<tr>
<th>Summary of Qualifications and Experience</th>
<th>The Cost Proposal should include detailed summary costs and expected travel costs. Travel costs will only be reimbursed for actual travel incurred.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>This section should include an overview of corporate and, as appropriate, academic, qualifications, including any similar work experience. Samples of previous work are encouraged. Short-form résumés should be included for key personnel that will be involved in the project. This should be no longer than one page per person and reference education and experience involved in similar projects. Note that an overview of any individual or company that is sub-contracted to complete aspects of the project must also be provided.</td>
</tr>
</tbody>
</table>

### 6.1 General Conditions

This RFP is not subject to the *Public Tender Act*.

Verbal information or representations shall not be binding on CCEE. Only written changes, alterations, modifications or clarifications are binding.

All changes, alterations, modifications or clarifications shall be issued in the form of addenda and all such addenda shall become a part of this RFP. All addenda that have been issued in relation to this RFP will be available on the Government Purchasing Agency website at: [www.gpa.gov.nl.ca/availabletenders.stm](http://www.gpa.gov.nl.ca/availabletenders.stm), or by contacting the Government Purchasing Agency.

Consultants can either access the website at their own discretion for addendum, or may use the registration process available on the site to receive notification of addendum. Consultants are responsible for ensuring that they have received all addenda pertaining to this RFP and shall be deemed to have received same through their submission of proposal in response to this RFP.

The proposal of the successful Consultant will form part of any resultant Contract Agreement by attachment and incorporation by reference. Claims made in the proposal will constitute contractual commitments on the part of the Consultant. Any provision in the proposal may be included in the resultant Contract as a direct provision thereof. The successful Consultant, as a condition of submitting its proposal, accepts a customized contract will be negotiated. The Government of Newfoundland and Labrador will not be responsible for any legal costs associated with contract development.

Any resultant Contract from this RFP shall be governed by the laws of the Province of Newfoundland and Labrador and shall be issued in the name of the successful Consultant exactly as that successful Consultant’s personal or corporate name is stated in the RFP response document. Funds payable for
materials delivered pursuant to any resultant Contract shall be paid only to the Consultant who is so listed as party to any resultant Contract. Only legal registered names of Consultants are acceptable.

Any resultant contract from this RFP may be subject to proactive public disclosure.

All documents and other records in the custody or under the control of some or all of the Government or its representatives may be subject to the Access to Information and Protection of Privacy Act, 2015, SNL2015 A-1.2. Subject to the provisions of this Act and as required by law, all responses and other documents and other records submitted by a Consultant in connection with this RFP will be considered confidential, and financial and other proprietary information will not be disclosed.

The Proposal shall contain the signature, name and title of the person authorized to sign on behalf of the Consultant on the proposal submitted in response to this RFP.

The responsibility rests with the Consultant to submit a complete proposal, with proper and adequate detail to substantiate all aspects of its proposal. Incomplete proposals shall be deemed to be non-compliant. A complete proposal shall include but not be limited to:

- **Legal name and status**: The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.
- **Consultant contact**: The name, title, telephone and fax numbers, e-mail address and civic address of a representative who may be contacted for clarification or other matters relating to the proposal shall be provided.
- **Content**: The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements, but rather shall provide convincing rationale to address how the Consultant intends to meet these requirements.

The successful Consultant must be licensed to conduct business in its own jurisdiction and may be required to produce a certificate of good standing for that jurisdiction.

All terms and conditions will apply to all subcontractors and the Consultant will be responsible for subcontractors’ compliance. The Consultant will be responsible for all work done by the subcontractors. The Consultant will be responsible for all damages and will complete any work unfinished by the subcontractors.

### 7.0 Firm Pricing

All prices quoted shall include Harmonized Sales Tax (HST), must be in Canadian currency, and shall remain firm until completion and no contract containing price escalations will be accepted.

All bids will be considered based on their own merits against the criteria set out in Section 6.1 of the RFP. All bidders should clearly detail their cost breakdown in their proposal, including itemized costs for development of training materials and a per-session cost for in-person training, and explain how these costs would deliver value and superior end products to the Client.

### 8.0 Award of Contract
The resulting contract will contain such reasonable terms as the Government of Newfoundland and Labrador may require.

The award of contract will be made by the CCEE, based upon the results of the evaluation of submitted proposals. CCEE will notify the successful Consultant in writing. Those that are not successful will receive written notification as soon as possible once the award of contract has been accepted and the negotiations have been concluded with the successful Consultant.

There will be an initial scoring of the written proposals. After this initial scoring of the written proposals, CCEE reserves the right to eliminate weaker bids from contention and meet with only the two highest scoring bidders for further discussions. These meetings will inform final scoring and the selection of the successful bidder.

9.0 Project Schedule

The project schedule should assume an approximate starting date of October 30, 2015. The project must be completed as per Table 4.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Estimated Due Date</th>
<th>Estimated Progress Payment to the Consultant*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Updated Project Plan</td>
<td>November 9, 2015</td>
<td></td>
</tr>
<tr>
<td>Acceptable Draft Training Materials and Technical Guidance</td>
<td>December 11, 2015</td>
<td>25%</td>
</tr>
<tr>
<td>Final Training Materials and Technical Guidance</td>
<td>January 8, 2015</td>
<td>25%</td>
</tr>
<tr>
<td>Completion of Training Delivery (in-person and by webinar)</td>
<td>March 25, 2016</td>
<td>50%</td>
</tr>
</tbody>
</table>

* The progress payments will be provided once CCEE is satisfied with the deliverable, not when a draft is initially delivered by the Consultant. All work must be completed to the Client’s satisfaction no later than March 25, 2016.

The Consultant will be reimbursed upon submission of a detailed invoice and as per the Project Schedule.

CCEE may hold back up to 10% of the total project cost to ensure the final product meets the requirements specified in the RFP.

10.0 Intellectual Property

Any intellectual property that is developed as a result of this project, including all data, specifications, concept plans, designs, rationales, presentation materials, economic and technical reports and related information produced by the Consultants in completing this work shall be vested with CCEE. The Consultant shall deliver all files and documentation for this project to CCEE upon its completion and shall securely destroy all files and documentation on hand. Consultants, by submitting a proposal in response, agree to waive any moral rights in and to such intellectual property.

11.0 File Format
All written reports submitted under this agreement shall be provided in Microsoft Office and PDF format. Data tables shall be provided in Microsoft Excel format and the summary presentation shall be in Microsoft PowerPoint format.

12.0 Other Terms and Conditions

Additional terms and conditions relating to this RFP are provided in Annexes A and B. Strict confidentiality is required for this project.

13.0 Proposal Evaluation

CCEE will evaluate all compliant proposals received. The lowest priced or highest ranking proposal may not necessarily be accepted. CCEE reserves the right to reject all proposals and either cancel or re-issue if necessary.

The qualifications, commitment, related experience and knowledge of the project personnel will be key evaluation factors. The experience of the consulting team in undertaking assignments of this nature and magnitude will be a significant factor in proposal selection. The evaluation framework outlined in Table 3 will be used in the selection.

Table 3: Selection Criteria

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the Issue &amp; Project Proposal</td>
<td>40%</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>35%</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>25%</td>
</tr>
</tbody>
</table>

14.0 CCEE Contact

CCEE will manage and administer the contract for this project. The CCEE contact for this RFP is:

Steve St Pierre  
Manager of Planning and Accountability  
Office of Climate Change and Energy Efficiency  
Government of Newfoundland and Labrador  
Confederation Bldg, West Block, 5th Floor  
PO Box 8700, St. John’s, NL A1B 4J6  
Phone: 709-729-3215  
Fax: 709-729-1119  
E-mail: stevestpierre@gov.nl.ca

15.0 Submission of Proposals

Questions on the RFP will be accepted until noon on October 15, 2015 with responses issued by 3pm on October 16, 2015 (Newfoundland Time).
An electronic copy of response to the RFP must be sent to climatechange@gov.nl.ca by October 21, 2015 no later than 3:30pm (Newfoundland Time):

Facsimiles are not acceptable and will not be considered. No extensions to the submission or question dates will be considered.
Annex A

Additional Terms and Conditions

Acceptance of the Proposal

CCEE reserves the right not to accept any proposal. The RFP should not be construed as a contract to purchase services. CCEE shall not be obligated in any manner until a written contract relating to an approved proposal has been duly executed. A standard Government of Newfoundland and Labrador contract template will be used.

Proposal Revisions

Proposal revisions must be received prior to the RFP submission/closing date and time. Otherwise they shall not be considered.

Financing of Proposals

All costs associated with the preparation and submission of proposals shall be the sole responsibility of the Consultant.

Acceptance of RFP Conditions

Receipt of proposal offer will be considered acceptance of the RFP terms and conditions by the Consultant, and will be incorporated in the Consultant's proposal.

Subcontracting

The use of subcontracted services must be identified in the written proposal. Prior written approval by CCEE is required for the use of subcontracted services.

Project Contact

CCEE will assign a project contact at the time the contract is awarded.

Negotiation Delay

If a written contract cannot be concluded within (15) fifteen days of notification to the successful Consultant, CCEE may, at its sole discretion, terminate negotiations with that Consultant and either negotiate a contract with another Consultant of its choice or choose to terminate the RFP process and not enter into a contract with any of the Consultants.

Media Interviews

Under no circumstances will any employee or representative of the Consultant consent to or provide any media interviews respecting or touching the contract without specific written permission of CCEE.

Disclaimers/Limitations of Liability
Neither acceptance of a proposal nor execution of a contract shall constitute approval of any activity that requires any approval, permit or license pursuant to any federal or provincial statute or regulation. It is the responsibility of the Consultant to obtain such prior to commencement of the services under the proposed contract.

Other Purpose

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

End of Annex A.
Annex B
Protocols for Security of Government Information on Information Technology assets of Consultant

The Consultant should confirm with CCEE whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network;
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

Annex B will form part of the Consultant’s contract.