

### **REQUEST FOR PROPOSALS**

#### Integrated Finance/Human Resources Software Solution

**RFP Number:** 09230-417-032

**Issue Date:** September 7, 2022

**Closing Date and Time:** Proposals must be received no later than 2:00 PM  
Newfoundland Time (NT) on Friday, October 7, 2022.

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## **1.0. INTRODUCTION**

### **1.1. INTENT**

The C-NLOPB is seeking Proposals for an integrated finance and human resources (HR) software solution to improve the efficient, effective and secure delivery of finance and HR functions for the C-NLOPB.

The intent of this RFP is to select a vendor to provide a finance and HR software solution to meet the needs of the organization. Implementation shall occur within the C-NLOPB's financial year of April 2023 – March 2024, pending budget approval.

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

### **1.2. OVERVIEW**

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

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

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

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

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

## **2.0. DEFINITIONS**

2.1. In this RFP, the following definitions apply:

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

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

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

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

### **3.0. AMENDMENT OR CANCELLATION**

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

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

### **4.0. RFP CLOSING AND DELIVERY**

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

**Canada-Newfoundland and Labrador Offshore Petroleum Board**  
**240 Waterford Bridge Road**  
**The Tower Corporate Campus – West Campus Hall - Suite 7100**  
**St. John's, NL A1E 1E2**  
**Attention: Carmel Finlay, Finance Manager**  
**RFP – Integrated Finance/Human Resources Software Solution**  
**RFP Number: 09230-417-032**  
**Closing Date and Time: Proposals must be received no later than 2:00 PM Newfoundland**  
**Time (NT) on Friday, October 7, 2022.**

**5.0. SUBMISSION REQUIREMENTS**

- 5.1. Proponents must comply with the instructions provided in this RFP. Compliant Proposals are those that clearly demonstrate a thorough understanding of this RFP and its stated requirements and criteria.
  
- 5.2. Proposals must be professional, clear and meet the requirements of this RFP. A thorough response to all mandatory elements is required for the Proposal to be complete. A Proposal risks being judged incomplete and may be disqualified if:
  - instructions are not adhered to;
  - it does not contain sufficient detail;
  - it does not contain all the required information; and
  - criteria are not clearly addressed in the format required as described in section 6.0 of this RFP.
  
- 5.3. Proposals must provide the name, mailing address, email address and telephone number of the Proponent's contact person.
  
- 5.4. Proposals must be signed by an authorized representative of the Proponent. Unsigned Proposals shall not be considered.
  
- 5.5. Proposals must include the names of any proposed personnel. Proposals must include the experience of those individuals in undertaking similar work or related services, with sufficient detail to assess their ability to perform the work.
  
- 5.6. Proposals must provide three references which include the names of the organization, the contact person, telephone number and address and a description of the Work completed for each reference.
  
- 5.7. Where the Proponent is a corporation, the Proponent may be asked to provide a certificate of good standing from the Registry of Companies for the Province of

Newfoundland and Labrador and confirmation it is in good standing with Workplace NL, prior to entering into a Contract if the Proponent is successful.

- 5.8. Proponents may include supporting documentation cross-referenced to their Proposal to assist in the evaluation.
- 5.9. The C-NLOPB reserves the right to print copies of the Proposal from the electronic copy provided by the Proponent in whole or in part.

## **6.0. REQUIRED PROPOSAL FORMAT**

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

## **7.0. QUESTIONS AND CLARIFICATION**

- 7.1. All inquiries related to this RFP must be directed via email to Carmel Finlay, Finance Manager, at the following email address: cfinlay@cnlopb.ca. Inquiries must be received by noon on September 30, 2022 to allow sufficient response time from the C- NLOPB, otherwise a response cannot be guaranteed.
- 7.2. All questions must include the Proponent's name and address, contact person's name, telephone number and email address, and must identify the specific section and page number of this RFP in question.
- 7.3. To the extent that the C-NLOPB considers that the answer to a question may clarify any aspect of this RFP or assist in the preparation of Proposals by other Proponents, an addenda will be posted on the C-NLOPB's website which will be part of this RFP. The C-NLOPB may not answer a question where it considers the information requested is not required to prepare a response to this RFP, or where the answer to the question posed may be found in this RFP.

- 7.4. The C-NLOPB reserves the right in its sole discretion to clarify any Proposal after the Closing Date and Time by seeking further information from that Proponent, without becoming obligated to clarify or seek further information from any or all other Proponents. However, Proponents are cautioned that any clarifications sought will not be an opportunity to correct or amend the Proposal in any substantive manner.

## **8.0. TERMS AND CONDITIONS**

- 8.1. Submitting a Proposal indicates acceptance of all the terms and conditions set out in this RFP. Any Proposals received will not attract responsibilities or rights on the part of the C-NLOPB or Proponents under what has been legally interpreted as a *contract "A"* *contract "B"* analysis.
- 8.2. The Proponent must submit its complete Proposal before the Closing Date and Time. Proposals received late or not received completely by the Closing Date and Time will not be considered.
- 8.3. Proposals will be marked by their receipt time. In the case of a dispute, the Proposal receipt time as recorded by the C-NLOPB at its location will prevail.
- 8.4. All costs quoted in this RFP must be in Canadian Dollars.
- 8.5. The Proponent shall maintain, for the duration of the Contract, the personnel named in its Proposal to undertake the Work. Any changes to the personnel named in the Proposal requires the consent of the C-NLOPB and must be made to the C-NLOPB in writing, which consent shall not be unreasonably withheld.
- 8.6. Notwithstanding section 8.5, the C-NLOPB reserves the right to require a substitution in personnel upon provision of fourteen (14) days' notice to the successful Proponent.
- 8.7. Proponents must be in compliance with all applicable legislative and regulatory requirements, including, but not limited to, all labour, occupational health and safety, and worker's compensation legislation and regulations.
- 8.8. Proponents acknowledge that the C-NLOPB is subject to the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended from time to time), and that information contained in the Proposal submitted in response to this RFP could be disclosed as a result of the application of that Act.
- 8.9. Proponents shall not use the C-NLOPB's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without the CNLOPB's prior written consent.

- 8.10. Proposals must remain open and irrevocable for a period of ninety (90) days from the Closing Date and Time.
- 8.11. All documents, materials, articles and information submitted by the Proponent as part of, or in support of a Proposal shall become upon submission, the property of the C-NLOPB and shall not be returned to the Proponent.
- 8.12. The C-NLOPB makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown, data, or opinion contained in this RFP, are estimates only and are for the sole purpose of indicating to Proponents the general scale and Work that may be required.
- 8.13. Proponents shall not engage in any form of political or other lobbying whatsoever with respect to this RFP or otherwise attempt to influence the outcome of the selection process. In the event of any such activity, the C-NLOPB, at its sole discretion, may at any time, but is not required to, reject any response by that Proponent without further consideration, and either terminate that Proponent's continued participation in the selection process or impose conditions on that Proponent's continued participation that the C-NLOPB, in its sole discretion, deems appropriate.
- 8.14. Proponents are solely responsible, and without recourse to the C-NLOPB for any expenses a Proponent may incur in preparing and submitting a Proposal and for its participation in this RFP process including, but not limited to, providing additional information that may be requested by the C-NLOPB.
- 8.15. Irregularities or errors of a non-material nature in a Proposal may be waived by the C-NLOPB at its sole discretion.
- 8.16. Notwithstanding any other section of this RFP, the C-NLOPB reserves the right to reject any and all Proposals received in response to this RFP. Reasons for rejection include, but are not limited to, the following:
  - (a) Proposals received after the Closing Date and Time;
  - (b) Incomplete Proposals;
  - (c) Proposals containing qualifications or conditions added by the Proponent that are unacceptable to the C-NLOPB in its sole discretion; and
  - (d) Proposals which do not meet the requirements specified in this RFP.
- 8.17. By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the C-NLOPB on substantially the same terms and conditions set out in the sample Contract in Appendix "E" and such other terms and conditions to be finalized to the satisfaction of the C-NLOPB, if applicable



unless otherwise agreed between the C-NLOPB and the successful Proponent.

In the event a Proponent has a standard contract and the terms are equivalent to the C-NLOPB's sample contract, the C-NLOPB would be willing to review same.

- 8.18. Any conflicts, discrepancies errors or omissions between this RFP, the Proposal the Contract, and any Schedules to the Contract, shall be resolved in the following order of priority:
- (a) the Contract;
  - (b) the Schedules to the Contract;
  - (c) this RFP; and
  - (d) the Proposal.

## **9.0. NO CLAIMS BY PROPONENT**

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

## **10.0. EVALUATION AND AWARD**

- 10.1. The successful Proponent will be notified in writing by the C-NLOPB and notification of the outcome may be posted on the C-NLOPB's website. The C-NLOPB reserves the right to award to a Proponent whose Proposal may not represent the lowest overall cost. If a Contract results from this RFP process, it shall be awarded to the qualified Proponent whose Proposal is the most acceptable to the C-NLOPB in its sole discretion. Issuing this RFP implies no obligation on the CNLOPB to accept any Proposal in whole or in part.
- 10.2. The successful Proponent will be selected in the sole discretion of the C-NLOPB, based on the Mandatory Requirements in Appendix "B" and additional criteria specific to the Work, including, but not limited to:

- (a) ability to meet and understand C-NLOPB requirements in this RFP. Proposals will be evaluated based on the strength of understanding of C-NLOPB Work requirements as demonstrated in the Proposal;
- (b) demonstrated experience with similar projects;
- (c) overall cost of the Proposal (including proposed pricing and any other costs to be incurred by the C-NLOPB);
- (d) ability to meet C-NLOPB timelines for starting and completing the Work; and
- (e) project approach and plan.

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

10.3 In evaluating responses to this RFP, first consideration shall be given by the C-NLOPB to Proposals which:

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

## **11.0. CONFIDENTIALITY**

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

## **12.0. CONFLICT OF INTEREST**

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

## APPENDIX “A” – SCOPE OF WORK

### 1.0 PROJECT OVERVIEW

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

The C-NLOPB is seeking Proposals for an integrated finance and human resources (HR) software solution to improve the efficient, effective and secure delivery of finance and HR functions. Currently, the C-NLOPB uses Sage 300 software to manage routine finance and accounting functions and Sage’s Employee Self Service (ESS) module for leave management. The HR team does not use other Sage 300 HRMS functionalities, nor do they have a dedicated software system to manage day-to-day operations.

Finance Personnel: Finance Manager, Finance Officer

Human Resource Personnel: HR Manager, HR Coordinator

### 2.0 SYSTEM REQUIREMENTS

High level requirements for the integrated Finance / HR system are as follows:

#### **HR Functional Requirements:**

- Talent Management
- Performance Management
- Compensation and Benefits
- Training and Development
- Time and Attendance
- Employee Experience

#### **Finance Functional Requirements:**

- Vendor Management and Procurement
  - ~ 250 Active Vendors (Includes Employees – Expense Report Processing)
- Accounts Payable
  - ~ 1,400 Invoices per year
  - Payment files created weekly (Primarily EFT; minimal cheques and USD wire transfers)
- Accounts Receivable
  - ~ 40 Active Customers
  - ~ 150 Invoices per year
- Expense Management
- Bank Reconciliation
  - 2 bank accounts

- Payroll
  - ~ 100 Active Employee Records; 7 Active Board Member Records
  - Frequency: Bi-weekly for employees; Monthly for Board Members
- Budgeting and Financial Planning
- Capital Asset Management
  - Consists of Building, Leasehold Improvements, Furniture, Computer Equipment

**Other Requirements:**

- Audit and Internal Controls
- Workflow Approval Process
  - ~ 15 Approvers (Requisitions, Purchase Orders, Invoices)
- Reporting and Analytics
- Data Migration Services
- Implementation Services
- Dual Language Capabilities
- Accessibility
- Availability
- Data Residency
- Security
- Email Integration
- Please indicate if the system is Cloud based or to be hosted at client site

The requirements for the Integrated Finance / HR system are described in detail in the following attachment:

- Appendix D: Functional, Non-functional and Reporting Requirements

For each requirement, please indicate whether or not the proponent system has the functionality required.

### 3.0 LANGUAGE OF WORK

The language of the Work, including all communication and correspondence between the successful Proponent and the C-NLOPB, will be in English.

**APPENDIX "B" – MANDATORY REQUIREMENTS CHECK LIST**

**Check Box to be completed and included with the Proposal.**

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

## APPENDIX “C” – PRICING AND SCHEDULE

The Proposal shall contain a breakdown of the price, inclusive of all fees, expenses and incidentals to complete the implementation of the software as described in this RFP:

- Software Cost
- License cost (if there are additional fees for each license)
- Annual Maintenance fees / Ongoing support
- Data Migration Cost
- Implementation Cost - please provide 2 options: (1) Majority of IT implementation performed by the vendor; (2) Majority of IT implementation performed by C-NLOPB
- Project Management Cost
- Training Cost

Prices quoted must be in Canadian Dollars, exclusive of HST.

Also to be provided is the number of personnel proposed to be used during the implementation and the fixed hourly rate for the personnel identified to be assigned the Work under the following situations:

- (a) normal Business Hours (onsite)
- (b) normal Business Hours (remote)
- (c) Work outside normal Business Hours

The C-NLOPB’s Business Hours are 8:30 am to 5:00 pm, Monday to Friday.

The Proposal shall also contain a schedule, estimating the time required to implement the proposed solution within the C-NLOPB’s 2023-2024 fiscal year. As the project requires budget approval, assume a project commencement date no earlier than June 1, 2023. The schedule should include implementation, data migration, integration with other systems as deemed necessary, and training.

## **APPENDIX “D” – FUNCTIONAL, NON-FUNCTIONAL AND REPORTING REQUIREMENTS**



**Integrated Finance/HR Software Solution - Functional, Non-functional and Reporting Requirements**

The following table summarizes the list of detailed functional, non-functional and reporting requirements from an integrated finance and HR solution. Requirements are rated as High (the system must have/provide this feature as it is critical to C-NEOPB) and Medium (desirable features but are not critical to operations if missing/not included). For each requirement, please indicate whether or not the proposed system has the functionality required.

Function	Priority	Description	Functionality Available (Yes/No)	Comments
<b>FR-1 Talent Management</b>				
Recruiting	Medium	Resume upload by applicants Resume review by staff, tracking of progress and scoring Interview coordination/schedule		
Applicant tracking	Medium	(intentionally left blank)		
Onboarding	High	Onboarding tracking Track the review of documentation required during onboarding Tracking the status of onboarding process		
Offboarding	High	Technology return Parking pass and facility cards return Peterson forms completion Group insurance reification Tracking of termination email and IT actions (revocation of user account, network access, email account, etc)		
Exit interview management	High	Scan and upload of written form Distribution of the exit interview form; if it is filed electronically Perform trend analysis of exit interview comments		
Employee file management	High	Employee profile information required: Name Address Contact info Emergency contact SSN Banking information Payment information (DOT) Start date Position Salary Training and certificate Both paper and digital forms exist and need to comply with data information asset retention requirements (2 years for recruitment forms, lifetime for employee file)		
Position classification maintenance	High	Contained in digital file Tracking of change approval Create notification memo for the employee with pay raise and title change Create memo to payroll to update salary and benefits		
Workforce planning	Medium	Diversity plan creation and updates Process retirement		
Government applications management	Medium	(intentionally left blank)		
<b>FR-2 Performance Management</b>				
Performance appraisal	Medium	Form completion via self-service portal or other online tool - completion of objectives, goals and achievements Send to director for review/approval Digital archive		
Performance review	Medium	Performance improvement plans facilitation and digital storage		
<b>FR-3 Compensation and Benefits</b>				
Pay scale maintenance	High	Process COLA, step increases and other annual adjustments Flow through impact of salary increase (i.e. group insurance changes, retro pay calculations)		
Salary and deductions updates	High	Apply salary increase and deduction change		
Total rewards statements	High	Available via self-service portal		
Group insurance management	High	Some Group Insurance deduction calculations are tied to salary updates Adjust rate tables for all employees one time versus individually		
Group insurance-direct carrier integration	Medium	Direct connection between the integrated system and carriers is not a critical requirement		
Pension plan management	High	Add new employees Upload data Retiree employees Purchase of past service		
Purchase of service facilitation	High	Date of leave Track periods of unpaid leave (shown in employee profile for history)		
<b>FR-4 Training and Development</b>				
Skills tracking	High	Under employee profile		
Certification tracking	High	Under employee profile, centralized under Corporate Services Department		
Learning and development management	High	Employee reminders for certification expiry, training needed Reporting on status of certifications Forecast of training requirements		
<b>FR-5 Time and Attendance</b>				
Time entry and tracking	Medium	Currently not a requirement, but may be in future		
Vacation and leave management (including end of year payouts)	High	Ability to generate a report of employee balances at the end of a month or specific time period.		
Overtime and time in lieu tracking	High	Potential self-service portal functionality Routing for supervisor approvals		
<b>FR-6 Employee Experience</b>				
Self-service portal	High	Employee information / updates (Name, Address, contact info, emergency contact info) Pay Statements Banking T4s Employment confirmation (request routed to HR for review and processing) sent via email Total rewards OT submissions and approvals Leave requests and balance tracking and approvals (all types of leave) Performance review (current and archive)		
Employee satisfaction/Net Promoter Score (NPS) generation and tracking	Medium	(intentionally left blank)		
<b>FR-7 Vendor Management and Procurement</b>				
Vendor Management	High	Vendor information (Name, Address, Email, Contact information, Banking information)		
Creates Requisitions and Purchase Orders	High	Approved vendor lookup Generate requisition details (hours, units, services, part numbers, etc.) Add budget/department codes for routing to directors for approvals (automated workflow approval) Create PO from approved requisition (steps and review supporting documentation including but not limited to DCP, quotes, etc.) Send PO form or PO number to vendor Generate PO status reports including open POs, All POs for current year, aged PO report (with dates, amounts)		
<b>FR-8 Accounts Payable</b>				
AP Invoice processing	High	Match invoice to PO Ability to process non-PO invoices Attach e-invoice Ability to approve invoices by automated workflow		

**Integrated Finance/HR Software Solution - Functional, Non-functional and Reporting Requirements**

The following table summarizes the list of detailed functional, non-functional and reporting requirements from an integrated finance and HR solution. Requirements are rated as High (the system must have/provide this feature as it is critical to C-NLOPB) and Medium (desirable features but are not critical to operations if missing/not included). For each requirement, please indicate whether or not the proposed system has the functionality required.

Function	Priority	Description	Functionality Available (Yes/ No)	Comments
HST and GST processing	High	Calculate and apply HST, GST, zero-rated or exempt (where applicable). Create a rule to code 50% of HST to tax account and 50% to expense account		
AP Payment processing	High	Generate EFT file Review and approve EFT file Upload EFT to the bank Notify vendors via email that payment has been made (attach payment confirmation)		
<b>FR-9 Bank Reconciliation</b>				
Reconciliation of bank account to system entries	High	Ability to reconcile system bank entries to bank statements and produce a bank reconciliation report.		
<b>FR-10 Payroll</b>				
Employee payroll processing	High	Review and process entries created by HR. Ability to apply Provincial and Federal tax tables Ability to enter various deductions (Group Insurance, Pension, Social Club, etc.) Review, approve and upload payroll file to bank.		
Board member payroll processing	High	Create payroll entries based on submitted timescards Ability to apply Provincial and Federal tax tables Ability to enter various deductions (Group Insurance, Pension, etc.) Review, approve and upload payroll file to bank.		
<b>FR-11 Budgeting and Financial Planning</b>				
Planning and Budget creation	Medium	Departmental budgets are consolidated and routed for approval(s)		
User Management	Medium	Departments enter their budgets into the system, routed for approval(s)		
Analysis and Variance Analysis	High	Self-service dashboards for budget to actuals		
Forecast ledger entry	Medium	Ability to enter forecast ledger for the year		
<b>FR-12 Capital Assets</b>				
Procurement and approval	High	Refer to FR-7 (Vendor Management and Procurement)		
Lifecycle management	High	Add assets and information including but not limited to name, vendor, serial number, location, purchase year, price, financing, tracking of capital (depreciating) assets and tagged, non-depreciating assets		
Depreciation scheduling	High	Setup and maintain asset classes Auto create depreciation schedule and journal entries based on FR-12 Lifecycle management data points Write off depreciation when the asset is disposed		
<b>FR-13 Expense Management</b>				
Automated workflow for submissions and approvals	High	Via the self-service portal, complete online expense forms Attach supporting documents Employees route to Director for review and approval via system workflow. Board members route to CEO for approval via system workflow. Once approved, follow the FR-6 AP process for payments		
<b>FR-14 Accounts Receivable</b>				
Customer Management and Invoicing	High	Customer information (Name, Address, Email, Contact Information, Banking Information)		
Invoice Generation (Regulatory Activity Plan Charges, Formula Fee Invoices, Core Samples and HST and GST processing)	High	Ability to generate the various types of customer invoices Calculate and apply HST, GST, zero-rated or exempt (where applicable). Create a rule to code HST to tax account		
<b>MFR-1 Audit and Internal Controls</b>				
Self-documenting audit trails	High	(intentionally left blank)		
Internal controls configuration management	High	(intentionally left blank)		
<b>MFR-2 Workflow</b>				
User configurability	High	(intentionally left blank)		
Machine Learning/Artificial Intelligence process learning and improvement	Medium	(intentionally left blank)		
<b>MFR-3 Reporting and Analytics</b>				
Build-to and ad-hoc, user-defined and created reports generation	High	(intentionally left blank)		
<b>MFR-4 Data Migration Services</b>				
Full migration of existing dataset including required retention history to the new database	High	(intentionally left blank)		
<b>MFR-5 Implementation Services</b>				
Full implementation service provision	High	(intentionally left blank)		
<b>MFR-6 Dual language Capabilities</b>				
French and English	Medium	(intentionally left blank)		
<b>MFR-7 Accessibility</b>				
Authorized Mobile Device Access	High	(intentionally left blank)		
Remote access	High	(intentionally left blank)		
<b>MFR-8 Availability</b>				
24/7/365 access	High	(intentionally left blank)		
<b>MFR-9 Data Residency</b>				
All data to reside in Canada, backed up in Canada	High	(intentionally left blank)		
<b>MFR-10 Security</b>				
Single sign-on	Medium	(intentionally left blank)		
Role-based (RBAC) access, easily configurable by the organization	High	(intentionally left blank)		
Multi-factor authentication (MFA)	High	(intentionally left blank)		
Data encrypted in transit and at rest	High	(intentionally left blank)		
Auditing and logging of login events, data access, data change and deletion etc.	High	(intentionally left blank)		
<b>MFR-11 Email Integration</b>				
With Outlook and MS365	High	(intentionally left blank)		
<b>REP-1 General Ledger/Accounts Receivable</b>				
Balance Sheet	High	Consolidated balance sheet		
Income Statement	High	Consolidated and departmental Income Statement		
Trial Balance	High	(intentionally left blank)		
Statement of Operating Costs	High	Consolidated and departmental Statement of Operating Costs		
General Ledger Detail	High	Ability to generate transactions by department as well as consolidated		
Aged AP Report	High	Totals owed by clients broken down into aging categories (30 - 60 days, 60 - 90 days etc.)		
Aged AP Report	High	Totals owed to vendors broken down into aging categories (30 - 60 days, 60 - 90 days etc.)		
Transactions by Vendor/Customer	High	Track transactions by vendor and customer		
<b>REP-2 Payroll Reports</b>				
Pre-Cheque and Final Payroll Register	High	Pay register detailing earnings and deductions per employee. Information is summarized by department to produce a consolidated bi-weekly journal entry		
Timescard Report	High	Report based on time entries for employees		
Exception Report	High	Identify and correct employee records with incorrect withholding amounts (incorrect figures or rounding adjustments)		
Tax Remittance Report	High	CI, CPP and tax for remittance to CRA		
Pension Report	High	Details employee pension deductions and employer match to remit to Provident 10		
HAPSET report	High	Monthly report detailing employee HAPSET deductions to remit to Dept of Finance		

**Integrated Finance/HR Software Solution - Functional, Non-functional and Reporting Requirements**

The following table summarizes the list of detailed functional, non-functional and reporting requirements from an integrated finance and HR solution. Requirements are rated as High (the system must have/provide this feature as it is critical to C-NLOPB) and Medium (desirable features but are not critical to operators if missing/not included). For each requirement, please indicate whether or not the proposed system has the functionality required.

Function	Priority	Description	Functionality Available (Year No)	Comments
T4 Generation	High	T4's created for employee's income tax reporting purposes		
ROE Generation	High	Generates record of employment requests		
Ability to generate OT and other earnings reports per dept	High	Overtime / other payroll calculations per dept and summarized		
Ability to generate Deductions report per dept and	High	Deductions calculations per dept and summarized		
<b>REP-3 Purchasing Reports</b>				
Aged PO Report	High	Shows open commitments		
Listing of all POs and original values	High	Report showing all purchase orders and original values for a specified time period		
<b>REP-4 Capital Assets</b>				
Asset Additions / Deletions	High	Tracks the bi-directional flow of assets		
Capital Asset Schedule	High	A complete listing of every capital asset in the business – source document for the capital asset account balance in the GL		
Amortization	High	Amortizes the cost over the useful life of the asset.		
<b>REP-5 Human Resources Reports</b>				
Group Insurance Reconciliation Report(s)	High	Reconciliation of monthly insurance invoice for each insurance carrier. Generated monthly, delivered within 5 business days of month-end to Finance in XLS or PDF format		
Leave Monthly Accruals Report	High	Leave balance per employee at the end of a month or specified time period. Generated monthly, delivered within 5 business days of month-end to Finance in PDF format		
Salary and Insurance Report	High	Includes changes to an employee's salary and/or group insurance deductions. Generated biweekly, delivered every second Monday to Finance in XLS or PDF format		

**APPENDIX "E" – STANDARD C-NLOPB CONTRACT**



as well as related policies put in place by the Board.

### **3. TERM AND TIME OF PERFORMANCE**

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

### **4. COMPENSATION**

- (a) The Contractor shall be reimbursed for performing the Work in Canadian funds in accordance with Schedule "C".
- (b) The Board shall have no obligation to pay the Contractor for any goods or services which are not part of the Work.

### **5. INVOICES**

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

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

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

- (b) The Contractor's invoices shall be accompanied by such supporting documentation as may be requested by the Board.

### **6. INDEPENDENT CONTRACTOR**

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

### **7. AMENDMENTS**

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

## 8. TERMINATION

- (a) It is agreed that either party has the right, in the exercise of its absolute discretion, to terminate this Contract at any time, subject to Clause 18, by giving at least seven (7) days written notice to that effect to the other party.
- (b) The termination of this Contract will not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen prior to the date of such termination, nor shall such termination affect such rights, remedies or obligations preserved under Clause 18.
- (c) Subject to all other terms and conditions of this Contract, if this Contract is terminated, the Contractor shall be entitled to full payment proportionate to the part of the Work done by the Contractor up to the effective date of the termination in accordance with Schedule "C".
- (d) The Board shall not be held liable for damages or loss of profits on account of the termination in accordance with this Contract.

## 9. CONFIDENTIAL INFORMATION

- (a) For the purposes of this Contract:
  - (i) "Confidential Information" shall mean any and all information, data or know-how, whether technical or non-technical, as well as any sample or model, that is disclosed pursuant to this Contract by the Board (in whatever form communicated or maintained, whether written, oral, electronic or otherwise) including, without limitation, any knowledge or information relating to corporate documents, records, registers, notices, minutes or any other corporate information relating to the operations, business, financial affairs, products, services, projects, technologies, facilities, inventions, creations or intellectual properties of the Board; and
  - (ii) Except as required by applicable federal, provincial or local law or regulation, the term "Confidential Information" as used in this Contract shall not include information that:
    - a. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Contract by the Contractor or any of its employees, subcontractors or agents;
    - b. at the time of disclosure is, or thereafter becomes, available to the Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Contractor by a legal obligation;

- c. was known by or in the possession of the Contractor or its employees, subcontractors or agents, as established by documentary evidence, prior to being disclosed by or on behalf of the Board pursuant to this Contract; or
  - d. was or is independently developed by the Contractor, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information.
- (b) The Contractor agrees to keep confidential all Confidential Information or data which has been made available or is hereafter made available to the Contractor by the Board or which results from the Contractor's Work for the Board.
- (c) The Contractor agrees not to disclose any Confidential Information referred to in paragraph 9(b) to others without the prior written approval of the Board.
- (d) The Contractor agrees not to use the Confidential Information presented hereunder for any other purposes than to perform the Work in accordance with this Contract.
- (e) The Contractor shall give the Board such other assurances and enter into such additional secrecy or other agreements as may be necessary or appropriate to give full effect to the intent and purpose of this Contract.
- (f) All information regardless of its form, including without limitation, electronic data, reports, opinions, or other pertinent papers prepared by the Contractor and arising from this Contract, and all intellectual property rights therein, are the sole property of the Board and may be used by the Board at its discretion.
- (g) Upon termination of the Contract, the Contractor will relinquish to the Board all originals and copies of the Confidential Information referred to in paragraph 9(b), unless otherwise agreed to by the Director of XXX at the Board, and shall remove all electronic information from the data systems of the Contractor. The Contractor shall provide the Board with written confirmation that this term of the Contract been complied with by the Contractor.

## **10. ASSIGNMENT**

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

## **11. COMPLIANCE WITH LAW**



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

**12. RELEASE OR PUBLICATION**

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

**13. LIABILITY AND INDEMNIFICATION**

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

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

- (b) The Contractor's liability to the Board for any reason and upon any cause of action, whether sounding in tort, contract, or any other legal theory, shall at all times and in the aggregate be limited to the total Compensation in Schedule "C" herein.
- (c) Neither party shall be liable for any exposure to, transmission of, or infection with

COVID-19 by the other party or their employees, agents, affiliates, or subcontractors arising from or in connection with the Work, including but not limited to, any attendance by the Contractor, its employees, agents, affiliates or subcontractors at the Board's premises.

- (d) Neither party shall be liable for any indirect or consequential damages or losses suffered by the other party including loss of anticipated profits or business whether such damages are based in contract, tort or otherwise.
- (e) Except as otherwise expressly provided in this Contract, the Parties do not intend that this Contract benefit or create any legal or equitable right, remedy or cause of action in, or on behalf of, any third-party and no person or entity, other than a party to this agreement, is entitled to rely on the provisions of this agreement in any proceeding.

#### **14. INSURANCE COVERAGE**

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

#### **15. NOTICES**

Except as otherwise provided for in this Contract, all notices authorized or required to be given

pursuant to this Contract shall be in writing, and either delivered by hand, mailed by registered or certified first class airmail, postage prepaid, or sent by telecommunication as follows:

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

Attention: XXX  
Director, XXX

Telephone: (709) 778-XXXX  
E-mail: XXX@cnlopb.ca

CONTRACTOR: XXX

Attention: XXX

Telephone: XXX  
E-mail: XXX

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

## 16. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be governed by, and the legal relations between the parties shall be construed and applied in accordance with, the laws of the Province of Newfoundland and Labrador.
- (b) The courts having exclusive jurisdiction with respect to all matters directly or indirectly relating to this Contract shall be the courts of the Province of Newfoundland and Labrador without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.
- (c) This Contract shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (d) Time is of the essence herein.
- (e) Either party shall not be liable for any delay in whole or in part, caused by the

occurrence of any contingency beyond the reasonable control of either of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather, or other act of God, or shortage of labour or fuel or raw materials, or interruption caused by strikes, lockouts, labour controversies, or other factors beyond the reasonable control of the Board or the Contractor.

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

## **17. FORCE MAJEURE**

Wherever there is provided in this Contract a time limitation for performance by the Board or Contractor of any Work, the time provided for shall be extended for as long as and to the extent the delay in complying with such limitation is due to an act of God, governmental control,

interruption caused by strikes, lockouts, labour controversies, fire or other casualties, accidents, injuries, or other factors beyond the reasonable control the Board of the Contractor.

**18. CONTINUING OBLIGATIONS**

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

**19. SCENT FREE POLICY**

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

**20. ENTIRETY OF AGREEMENT**

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

By signing this document, the Board and Contractor, agree to the services and conditions contained herein.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

XXX

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Signature

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Date

FOR REFERENCE ONLY

## SCHEDULES

Schedule "A" - Scope of Work

Schedule "B" – Time of Performance

Schedule "C" - Compensation

FOR REFERENCE ONLY

**SCHEDULE "A" –SCOPE OF WORK**

**General Requirements**

**Deliverables:**

FOR REFERENCE ONLY



**SCHEDULE "B" – TIME OF PERFORMANCE**

1. The Contract start date is the Effective Date. The term of the contract is up to and including XXX.

FOR REFERENCE ONLY



**(e) *Combining Personal and Business Travel***

The Contractor may combine personal travel with travel on business, provided particular care is paid to properly segregate the personal portion from the business portion of expenses and there is no increased cost to the Board.

**3. OTHER EXPENSES**

On an as needed basis, reasonable and appropriate expenses for hosting meetings with external parties necessary to carry out the Work may be claimed by the Contractor for reimbursement.

**4. INVOICES AND RECEIPTS**

Invoices shall be accompanied by such supporting documentation as may be requested by the Board and shall be submitted at the end of each month during the course of this Contract for Services.

FOR REFERENCE ONLY