

## Call for Expressions of Interest

**Package:** P-A2828 Supply of Safety and Life Saving Equipment

### Scope of Work:

Supply of Safety and Life Saving Equipment for the installation on Concrete Gravity Structure (CGS) for West White Rose Project at Argentia Construction Site in Newfoundland (NL), Canada and these are for use during CGS tow & installation phase and then removed.

The supply shall satisfy the requirements, which will be stated in the "Safety and Life Saving Equipment Specification" to be issued with the Bid Package. All EOI respondents will be given the opportunity to submit a proposal through a Request for Quote (RFQ) and will receive the full Bid Package.

### Safety and Life Saving Equipment Preliminary List:

- Stretchers
- Stretcher Hoists
- Eyewash Stations
- First Aid Kits and cases
- Fall Arrest System
- Fall Arrest Carabiner
- Spill Response Kits & Cabinets
- Electrical Safety Kit & Cabinets
- Life Buoys
- Smoke Hoods and Storage Cabinets
- Immersion Suits and Storage Cabinets
- Life Jackets and Storage Cabinets
- Abseil Self-rescue devices
- Fire Extinguishers and Fire Fighting Equipment
- Safety Gates
- Descent Devices

### Project & Delivery Location:

The West White Rose Platform is being constructed in a Graving Dock in Argentia, NL, Canada.

<https://maps.app.goo.gl/LDRn1m886xyxyeQQ6>

### Qualification Criteria:

Bidders interested in participating in the tender process are required to provide past experience for the supply of similar items.

They will also be required to sign the attached Confidentiality Agreement for the Project, if not signed previously.

**Schedule:** ROS Date is May 24, 2024

Responses to this EOI posting will register individual companies with the Project. Companies who have previously registered or been pre-qualified on the CGS are asked to please respond to ensure inclusion on the Bidders List. To meet schedule, SDP will entertain joint venture proposals at the RFQ stage.

EOI Responses to be forwarded **ONLY** by email to Procurement Team at [Procurement@sdpgp.ca](mailto:Procurement@sdpgp.ca)

EOI Registration Deadline: **COB March 28, 2024** <sup>(R01)</sup>

Projected Award Date (tentative): April 12, 2024

# Confidentiality Agreement

This confidentiality agreement (“**Agreement**”) is made effective as of \_\_\_\_\_, 2024 (the “**Effective Date**”) and is made between:

<b>From:</b>	<b>SNC-DRAGADOS-PENNECON G.P., a general partnership between SNC-LAVALIN MAJOR PROJECTS INC. DRAGADOS CANADA, INC. and PENNECON LIMITED (collectively, the “Disclosing Party”)</b>  Address [P.O. Box 70 Freshwater, Placentia, NL, Canada A0B 1W0]
<b>To:</b>	[ _____ ] (“ <b>Receiving Party</b> ”)  Address [ _____ ]  Tel [ _____ ]  Fax [ _____ ]  Email [ _____ ]
<b>Parties:</b>	Disclosing Party and Receiving Party (each a “ <b>Party</b> ” and together the “ <b>Parties</b> ”)
<b>Project:</b>	<b>West White Rose Project (“Project”)</b>
<b>Owner:</b>	Husky Oil Operations Limited ( “ <b>Owner</b> ”)

## BACKGROUND:

- A. The Owner and the GP have entered into a construction contract (the “**Construction Contract**”) whereby the GP has agreed to provide services to the Owner in connection with, among other things, the construction of the Project (“**Project Work**”).
- B. The Receiving Party has expressed its intention to submit bids and/or estimates (collectively, the “**Bid**”) to the Disclosing Party with respect to certain scopes or elements of the Project Work which may be subcontracted by the Disclosing Party to one or more successful bidders.
- C. The Disclosing Party wishes to disclose to the Receiving Party certain of its and the Owner’s (and of the respective affiliates of the corporate JV partners) confidential and proprietary information for the purpose of facilitating discussions, evaluating the pursuit of the Project and evaluating the Bid.
- D. The Disclosing Party, in connection with such discussions and the sharing of information, may disclose or reveal to Receiving Party, orally, in writing and/or by inspection, Confidential Information (as defined below) as to its business for evaluation of the contemplated Project and Bid and which the Disclosing Party desires to be held and used by the Receiving Party only as prescribed and permitted by this Agreement.

- E. The Disclosing Party, the Owner and other persons acting on behalf of one or more of them, will from time to time disclose certain information, which is price-sensitive, commercially-sensitive, confidential and/or proprietary in nature and which is associated with the Project and/or Bid.

## **AGREEMENT:**

The Background section forms an integral part of this Agreement and is binding upon the Receiving Party as if recited at length herein. In consideration of the commitments made in this Agreement, the Receiving Party agrees that:

- 1) **Confidential Information.** For the purposes hereof, “**Confidential Information**” shall include, regardless of the form in which it is communicated or maintained, whether it is marked as confidential or not, details of any discussions or negotiations whether in written, oral, electronic, visual or other form concerning the Bid or the design, construction, finance, operation or maintenance of the Project and any of the terms, conditions and other facts relating thereto but not limited to:
  - a) trade secrets, proprietary information, financial, technical, commercial, revenue, cost and expense data, market and customer information, supplier and vendor information, technical information, contracts, agreements, and any and all other information related to the assets, liabilities, operations and/or business of a Party that is not publicly available, whether patented or not, developed and/or owned by a Party or to which a Party has obtained rights by license or otherwise;
  - b) the fact that discussions or negotiations are or may be taking place with respect to the Project and/or Bid and the proposed terms of any such Bid;
  - c) the existence and terms of this Agreement;
  - d) the fact that information has been disclosed or made available to the Receiving Party;
  - e) any and all such other information as may be of value to Disclosing Party, or that in the event of disclosure thereof, may negatively affect the operations and/or business of the Disclosing Party and which by its nature should reasonably have been recognized by the Receiving Party as information which the Disclosing Party would have wished to be kept confidential;
  - f) any and all notes, analyses, compilations, studies, memoranda, correspondence, drawings and computer software that contains, discusses or otherwise reflects any of the information set forth above; and,
  - g) specific information that merely because its individual features are embraced by more general information found in the public domain or in the prior possession of the Receiving Party and if the combination itself and its principle of operation are not in the public domain or in the possession of the Receiving Party.
- 2) **Third Party Confidential Information.** Confidential Information made available under this Agreement may include information of third parties, such as affiliates or suppliers, and the source of such Confidential Information shall not affect its treatment under this Agreement.
- 3) **Confidential Undertaking.** In consideration of the disclosure to the Receiving Party of Confidential Information relating to the Bid or the Project, the Receiving Party agrees and makes the following undertakings (collectively, the “**Undertaking**”) to the Disclosing Party:
  - a) They acknowledge that the Disclosing Party does not make any representation or warranty, expressed or implied, and shall have no liability of any kind with respect to:
    - i) the adequacy, completeness or accuracy of any kind, of any Confidential Information provided in connection with the Project; or,

- ii) to the reasonableness of any assumptions (if any) contained in such Confidential Information or any opinion expressed therein;
  - b) The Confidential Information provided by the Disclosing Party is not and will not be intended to provide the sole basis for a decision to submit a Bid or otherwise participate in the Project; the Receiving Party will have to make their own investigation and analysis of such matters as they deem appropriate and prudent in order to make their own decisions;
  - c) It is understood that neither this Undertaking nor the delivery of the Confidential Information constitutes a commitment or offer to participate in the Project or a commitment to an obligation in respect thereof;
  - d) They shall keep the Confidential Information, including this Undertaking, in strict confidence and will not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Confidential Information or any part thereof to any person except:
    - i) to their employees, officers, directors, agents, representatives and advisors or affiliates to whom it is necessary to reveal the Confidential Information in order to prepare and submit the Bid;
    - ii) on a confidential basis, to legal and other advisers and insurance and other regulatory bodies, in each case for reasons consistent with the performance of their duties provided that the Disclosing Party can reasonably expect that such persons will treat the Confidential Information so received as confidential and Section 3 g) below is satisfied, or
    - iii) to the extent required by law, regulatory authority or court order, in which case the Receiving Party will provide notice to the Disclosing Party of such requirement and opportunity for the Disclosing Party to take measures to resist such disclosure.
  - e) They acknowledge that the GP is bound by obligations regarding confidentiality, copyright and conflict of interest in relation to the Project and agree not to do anything, or omit to do anything, that would cause a breach by the GP, the partners, the subcontractors, or third parties of these obligations under the Construction Contract as per Appendix A;
  - f) They shall use the Confidential Information only for the purpose of preparing and submitting their Bid, or in the event of an award, for the purposes of the Receiving Party fulfilling its obligations in accordance with the terms and conditions of the eventual contractual agreement (the “**Permitted Purpose**”);
  - g) They will ensure that any of the persons specified in Section 3) d) ii) above to whom any of the Confidential Information is disclosed shall act in relation thereto in all respects as if such person itself had entered into an undertaking under the terms contained in this Agreement.
- 4) **Non-Confidential Information:** Confidential Information does not include information that, without restriction on its use, was, is or becomes:
- a) at the time of being obtained by Receiving Party, generally available to and known by the public (other than as a result of improper disclosure);
  - b) subsequently comes into the public domain other than by reason of failure by Receiving Party to comply with the terms of this Agreement;
  - c) independently developed by a Party, so long as it has not arisen as a result of access to Confidential Information in tangible form and is not legally restricted as to disclosure or use outside of the terms and conditions of this Agreement. The Party claiming the benefit of this provision shall bear the burden of establishing that it independently developed such Confidential Information, and consents to reasonable audit thereto; or,

- d) available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party in circumstances not impairing confidentiality and where the source, upon reasonable belief of the Receiving Party, is not restricted in its disclosure of the Confidential Information.
- 5) **Protection of Confidential Information.** Receiving Party agrees that during the term of this Agreement it shall:
- a) protect any received Confidential Information to the same degree of care and diligence that it uses to protect its own Confidential Information of like importance, but with no less than reasonable care, and shall not use it, permit its use, directly or indirectly for any purpose other than the Permitted Purpose;
  - b) promptly inform the Disclosing Party of any accidental or unauthorized disclosure or misuse of received Confidential Information, and make commercially reasonable efforts to prevent any further unauthorized disclosure or misuse including enforcing obligations of third parties to whom Receiving Party has disclosed Confidential Information of the Disclosing Party;
  - c) cause its employees, officers, agents, representatives and advisors who have access to any received Confidential Information to comply with the terms and conditions of this Section 5); or
  - d) disclose any Confidential Information, where required by governmental or judicial order or by applicable law or regulatory or administrative orders. The Receiving Party shall promptly notify the Disclosing Party so that it may take any steps it deems appropriate for the timely preservation of the confidentiality of its Confidential Information.
- 6) **Access to Confidential Information.** The Receiving Party agrees that it and its subsidiaries and directors:
- a) shall not disclose, transfer or cause or permit the disclosure or transfer of the Confidential Information of the Disclosing Party to, or for use by, any other person or company, excepting any affiliated company or parent company which needs to know the Confidential Information for a Permitted Purpose, without the prior written consent of the Disclosing Party; and,
  - b) may disclose Confidential Information to those of its own officers, employees, subcontractors, agents and professional advisors who need to know it for the Permitted Purpose, provided, however, that the Receiving Party represents and warrants that all of such parties to whom Confidential Information is communicated are subject to strict rules of confidentiality regarding any information of which they have knowledge in the course of their employment or engagement.
- 7) **Ownership of Confidential Information.** Confidential Information, or anything contained in this Agreement, remains the property of the Disclosing Party and the Receiving Party obtains no right of any kind to any Confidential Information being disclosed including, without limitation, any intellectual property and ownership rights in or to the Confidential Information of the Disclosing Party, or license in or to the Confidential Information of the Disclosing Party or any rights under any patent or trade secret of the Disclosing Party. Other than as required for the performance of the Permitted Purpose, the Receiving Party shall not make copies of the Confidential Information without the prior consent of the Disclosing Party. The Receiving Party shall not retain copies of the Confidential Information.
- 8) **Termination.** Upon any rejection of the Bid and/or termination of the discussions with respect to the Bid and at any time upon request of the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, either:
- a) promptly destroy all copies of the written Confidential Information and Confidential Information in any other tangible form, as well as copies, notes, summaries and other documents or records of

the receiving Party which in any way relate to or incorporate Confidential Information in its and its representatives possession and certify such destruction to the Disclosing Party in writing; or

- b) promptly deliver to the Disclosing Party all copies of the written Confidential Information and Confidential Information in any other tangible form, as well as copies, notes, summaries and other documents or records of the Receiving Party which in any way relate to or incorporate Confidential Information in its and its representatives possession. All oral Confidential Information will continue to be subject to the terms of this Agreement.

Notwithstanding the foregoing, it is understood that the Receiving Party may retain a copy of such Confidential Information for its internal records only and while such copy is retained, the confidentiality obligations of the Receiving Party pursuant to this Agreement shall continue.

- 9) **Indemnity.** Receiving Party shall indemnify, defend and hold harmless Disclosing Party from and against any and all loss or damage, including without limitation, legal costs, which may arise directly or indirectly from a breach of this Agreement by Receiving Party including without limitation the unauthorized disclosure or use of Confidential Information by Receiving Party. Disclosing Party shall be entitled to direct the defense.
- 10) **Remedies for Breach.** Receiving Party acknowledges and agrees that
  - a) the Disclosing Party's Confidential Information is proprietary and confidential and that it may be irreparably harmed if any provision of this Agreement were not performed by the Receiving Party or any party to whom the Receiving Party provides such Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages.
  - b) the Disclosing Party will be entitled to injunctive relief and other equitable relief to prevent or restrain breaches of any provisions of this Agreement by the Receiving Party or any of its representatives, or to enforce the terms and provisions of this Agreement, by an action instituted in a court of competent jurisdiction, which remedy are in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.
- 11) **Waiver.** No failure to exercise and no delay in exercising, any right or remedy under this Agreement by the Disclosing Party will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement by the Disclosing Party will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision. A waiver shall be effective only if made in writing and signed by an authorized representative of the Disclosing Party.
- 12) **Effect of Agreement.** The obligations of the Receiving Party under this Agreement shall:
  - a) be in effect during the currency of this Agreement and shall continue in effect for a period of five (5) years from the Effective Date or earlier termination of this Agreement after which time such obligations and undertakings shall terminate and be of no further force and effect, unless the Parties have entered into an agreement in writing providing otherwise;
  - b) automatically terminate five (5) years from the Effective Date, unless the Parties have entered into an agreement in writing providing otherwise;
  - c) Notwithstanding the foregoing, the Receiving Party's duty to maintain the confidentiality obligations herein shall remain in effect for ten (10) years from the Effective Date.
- 13) **Business Relationship.** Nothing in this Agreement shall obligate the Disclosing Party to enter into any business arrangements or agreements with the Receiving Party and nothing in this Agreement shall imply or create any exclusive relationship between the Parties and the Parties are free to pursue discussions and potential business relationships with other parties.

- 14) **Enurement and Assignment:** This Agreement shall enure to the benefit of the Disclosing Party, and their respective affiliates, successors and assigns. The Receiving Party may not assign this agreement without prior written consent of the Disclosing Party, such consent not to be unreasonably withheld. If required, the Owner may require the Receiving Party to enter into a confidentiality agreement directly with it.
- 15) **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the Parties with respect thereto. There are no representations, warranties, terms & conditions, undertakings or collateral agreements, express or implied, between the Parties other than as expressly set for in this Agreement.
- 16) **Notices.** A Party shall give any notice under this Agreement in writing, by fax and confirmed by registered mail or commercial courier, to the other Party at its contact information given on the first page of this Agreement. Such notice shall be provided to the following parties:

Disclosing Party:  
SNC-Dragados-Pennecon G.P.  
P.O. Box 70  
Freshwater, Placentia, NL  
Canada A0B 1W0  
Attention: Ian Baker

Receiving Party:

With a copy to:  
generalcounsel@snclavalin.com

- 17) **Governing Law.** This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada and the Parties hereby submit to the exclusive jurisdiction of the courts of the Newfoundland and Labrador.
- 18) **Severability.** If any of the terms of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will remain in full force and effect.
- 19) **Survival.** The non-disclosure, restricted use and remedial provision of this Agreement shall survive the expiry or termination of this Agreement.

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The Receiving Party's authorized representatives have agreed to make this Agreement effective by signing below:

**[Receiving Party]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDIX A**

### **GC 16 CONFIDENTIAL INFORMATION & PUBLICITY**

16.1 Contractor shall keep all of Husky's Information in confidence and shall not disclose it to others without the prior approval of Husky's Representative. Contractor shall not use Husky's Information, except in performance of the Work.

16.2 Contractor shall not disclose any of the Contract Documents or Contractor's Prepared Documents to others without the prior approval of Husky's Representative, except as necessary to perform the Work.

16.3 Notwithstanding GC 16.1 and GC 16.2, Contractor may disclose Husky's Information, the Contract Documents and Contractor's Prepared Documents to those of its employees, Subcontractors and Suppliers and their respective employees to whom disclosure is required in order for Contractor to perform the Work, provided Contractor shall ensure that its employees and agents comply with and shall contractually require its Subcontractors and Suppliers and their respective employees and agents to comply with GC 16.1 and GC 16.2 as applicable.

16.4 Contractor shall not use Husky's name, registered or unregistered trademarks or any of Husky's slogans in any advertising or promotional materials or publicity releases, and shall not take or permit to be used, any photographs of the Work Site, without the prior written approval of Husky's Representative.

16.5 Any materials for publicity and media responses associated with the Work shall be approved by Husky prior to publication.

### **GC 17 PROPRIETARY INFORMATION**

17.1 Contractor shall promptly disclose all Proprietary Information to Husky, shall assign all of its right, title and interest in and to the Proprietary Information to Husky, and shall ensure that its employees assign any of their right, title and interest in and to the Proprietary Information to Husky, and shall execute all such documents and take such other actions as Husky may consider necessary or desirable with respect to the Proprietary Information.

17.2 Contractor shall keep and maintain adequate and current records of all Proprietary Information.

17.3 Contractor shall keep all Proprietary Information in confidence, shall not use it, or any part of it, except in the performance of the Work and shall not disclose it to others, without Husky's prior written consent.

17.4 Notwithstanding GC 14.1, or anything provided in GC 17, where a technology, process or work method has been developed by Contractor, Subcontractor or Supplier, arising out of the Work, that is not the result of Husky's Information, the proprietary rights to that technology, process or work method shall remain with Contractor, Subcontractor or Supplier, as the case may be. Where proprietary rights remain with a party other than Husky, Husky shall, and is hereby granted the right to have and to retain a copy for its own use and to use any drawings, Contractor's Prepared Documents or other information in respect thereof, in connection with the Work or the operation, repair, maintenance, replacement, re-building or renovation of the Physical Structures.

## GC 30 CONFLICT OF INTEREST AND ANTI-BRIBERY

30.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Husky's best interests. This obligation shall apply to the activities of Contractor, Subcontractors and Suppliers and their respective employees and agents, in their relations or dealings with the employees of Husky and their families, and other third parties, arising from this Contract or the performance of the Work. The efforts made by Contractor in this regard shall include, but shall not be limited to, establishing reasonable precautions to prevent its employees or agents from offering, or providing entertainment, gifts, loans, payments or other considerations to Husky's employees, consultants and agents or their family members.

30.2 Contractor, its officers, directors, employees and subcontractors shall comply with all applicable anti-bribery laws, rules, codes, orders, regulations, decrees, conventions and government orders of any relevant jurisdiction, specifically including the Corruption of Foreign Public Officials Act of Canada. All invoices, reports, statements, and other records which Contractor submits to Husky under this Contractor will accurately describe the Work performed, and the nature and recipient of any expenditures or payments made in connection with such Work, and will not fail to reveal any material information which Husky may require in order to comply with the anti-bribery Laws of Canada in preparing its own books and records. Contractor shall be liable for, and in addition, shall indemnify and hold Husky and its Affiliates and their respective officers, directors and employees harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Contractor's failure to comply with this GC 30.2.

### **Definitions:**

"Husky's Information" means all information relating to the Work and any process, technology or system relating thereto, the design, construction, operation, maintenance or any other aspect of the Work, or relating to the nature of Husky's business and affairs, which Contractor directly or indirectly receives or acquires from Husky or Husky's Representative or anyone on behalf of Husky or Husky's Representative, either in writing or verbally, or through observation of the Work Site or the Work, except information falling into any one or more of the following categories:

- information which Contractor can show was in Contractor's possession on a non-confidential basis prior to Contractor's receipt or acquisition thereof from Husky;
- information which is lawfully in the public domain at the time of Contractor's receipt or acquisition thereof from Husky, Husky's Representative or anyone else on behalf of Husky, as aforesaid;
- information which, after Contractor's receipt or acquisition thereof from Husky, Husky's Representative or anyone else on behalf of Husky becomes part of the public domain through no act of Contractor or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain; or
- information which, after receipt or acquisition thereof from Husky, Husky's Representative or anyone else on behalf of Husky is lawfully obtained by Contractor from a third party, but only after such information is so received or acquired, and provided such third party is under no obligation of confidence with respect to such information.

Specific information shall not be considered to be within the scope of any of the exceptions listed above merely because it is included with general information within the scope of the above exceptions;

“Proprietary Information” means all inventions, discoveries, improvements and technical information not in the public domain, which Contractor or Subcontractors, or their respective employees or agents who are performing the Work, may conceive of, reduce to practice or develop during the Contract Time or within six (6) months thereafter, as a result of Husky’s Information;