

**WorkplaceNL**

Health | Safety | Compensation

**Request for Proposals: 2021-02-P**

**Hyper-Converged Infrastructure**

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**Issue Date: January 25, 2021**

**Closing Date: February 22, 2021 before 2:00 p.m. (NL Time)**

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**SECTION 1 – OVERVIEW AND SCOPE OF SERVICES**

**1.1 Request for Proposal Summary**

The Workplace Health, Safety and Compensation Commission (“WorkplaceNL”) is inviting prospective Applicants to submit proposals to supply a Hyper-Converged Infrastructure (HCI) to replace the current data center server infrastructure that hosts the current VMWare Vsphere implementation. The successful Applicant will supply WorkplaceNL with a HCI solution and the acquisition of professional services to install, configure, and integrate the solution.

This implementation is intended to simplify management of our IT infrastructure by introducing a modern, scalable architecture that supports current and future data center requirements. The HCI software is VMWare and the hardware will be either Cisco or IBM (Lenovo). Therefore, the response to this RFP will include both VMWare (software) and Cisco or IBM (hardware).

Due to the complexity and interoperability of the proposed solution, WorkplaceNL is seeking a single vendor to provide all products and services. It is the expectation that the successful Applicant will perform all duties required to implement a fully functional system including implementation of all hardware and software components.

Applicants will be required to provide all relevant information about the complete installation in both printed and digital formats. The successful Applicant will provide an operation & maintenance (O&M) manual that will cover all components and systems in a way that is easily understood.

The RFP contains sufficient information and instructions to enable Applicants to prepare and submit proposals and supporting material. To be considered responsive, Applicants must submit a complete proposal that satisfies all requirements as stated in this RFP and its addendums. This RFP also contains all major terms and conditions that the successful Applicant will be expected to accept.

If you are interested in providing this service for WorkplaceNL, please submit your completed proposal before the RFP Closing Date. Please review the enclosed documents for complete instructions and an explanation of the process.

**1.2 Glossary of Terms**

The following terms will apply to this document:

Applicant(s): An individual, group of individuals or a company that submits, or intends to submit, a proposal in response to this document.

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RFP:	Request for Proposal which includes the original Request for Proposals and any and all addenda.
Must/Should:	A requirement that is mandatory and if not met will result in rejection of the proposal.
Services:	Functions to be performed by the successful Applicant(s) in fulfilling the obligations in the written contract with WorkplaceNL pursuant to this Request for Proposal.

### 1.3 Intent

The purpose of this RFP is to invite prospective Applicants to submit proposals for the supply of a HCI solution.

This solution will be a critical system for use by the Information Technology (IT) team to facilitate data center infrastructure utilizing VMWare vSphere virtualization.

### 1.4 Background

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act** (the **Act**). These services include promoting workplace health and safety in order to prevent and reduce workplace injuries and occupational disease. WorkplaceNL also works to ensure injured workers receive the best care possible and the benefits to which they are entitled; and facilitates recovery and return-to-work in an early and safe manner. In addition, WorkplaceNL administers an employer classification and assessment system, and must ensure adequate funding for services through sound financial management.

WorkplaceNL is organized along four main functional areas: 1) worker services; 2) employer services; 3) corporate services; and 4) financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (insurance coverage).

WorkplaceNL has centralized all IT support infrastructure within its data center at the St. John's office and maintains a disaster recover site at the Grand-Falls Windsor location. All offices are connected by private WAN circuits and internet access is via the St. John's location.

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## **1.5 Scope of Work**

The successful Applicant will be responsible for the supply, configuration, installation and migration of the HCI solution to replace the current data center server infrastructure that hosts the current VMWare Vsphere implementation as well as training for WorkplaceNL resources. Applicants must provide a complete solution, both hardware and software components. The scope of this RFP includes the following:

### **1.5.1 Business Objectives**

WorkplaceNL currently operates a VMWare data center with traditional server/ SAN architecture to support many of its business support systems that are also based upon Intel architecture. The data center also includes an IBM iSeries solution that has recently been modernized to include a solid-state SAN solution.

The current Intel based architecture is over five years old and compatibility issues are occurring when upgrades to current versions of some software solutions, including VMWare are attempted. In addition, the platform does not contain any solid-state drives.

WorkplaceNL currently operates its primary data center in an environmentally controlled location at St. John's, NL. The primary data center consists of 2 IBM model 3850-x6 host computers that are connected by fiber channel to an IBM V7000 SAN. There is also a disaster recovery data center located in Grand-Falls, NL that has a single IBM 3850 host connected to an IBM V7000 SAN. Veeam Enterprise suite is used to perform system backups to tape and replication to the disaster recovery site. The current VMWare environment is configured as a high availability solution with available capacity of 60 CPU cores, 800 Gb of memory and 30 Tb of storage. Both data centers are currently running VMWare vSphere version 6.5. WorkplaceNL has a current support contract with VMWare that will be used to transition to the new platform.

WorkplaceNL is seeking a solution that can support the current workload and facilitate a seamless, cost-effective upgrade for future requirements. The requirement is to update the primary data site while ensuring that the disaster recovery site is compatible with the new infrastructure.

### **1.5.2 Technical Requirements**

The HCI solution will contain the following requirements:

- The solution must be a Hyper Converged solution, a type of infrastructure with a software-centric architecture that tightly integrates compute, storage and network resources.

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- The hardware solution manufacturer must be either Cisco or IBM (Lenovo).
- The solution must support VMWare vSphere 7. The solution must include the implementation of vSphere 7 using WorkplaceNL's current license.
- The solution must provide N+1 resilience such that in the event of a component failure there will be no loss of performance and no data loss.
- The solution must allow data store to be migrated from any host to any other host in the solution as they are migrated. This ensures that WorkplaceNL will have the flexibility to migrate or create virtual machines without risk of performance degradation.
- The solution must be able to upgrade any system component; controller software, hypervisor and firmware without the requirement of any external manufacturer provided support.
- The solution must support an initial configuration with a minimum of 60 CPU Cores, 800 Gb memory and 30 Tb of available storage.
- The solution must be able to demonstrate non-disruptive scaling down of the cluster to allow graceful decommissioning of older nodes.
- The solution must be able to demonstrate non-disruptive scaling up of the cluster to allow addition of new nodes.
- The solution must be able to scale without limitations.
- To ensure the efficient use of storage, the solution must support data deduplication, compression and erasure coding on a per data store basis with the ability to disable the deduplication and/or compression at any time.
- The IT operational team must have the ability to monitor the solution including platform resource usage and cluster health with proactive flagging of issues.
- The solution must allow IT to view performance metrics across entire platform from a single user interface.
- The successful Applicant will provide complete system as-built documentation including detailed hardware topology and technical documentation; specifically, the complete installation in both printed and digital formats and an operation and maintenance (O&M) manual that will cover all components and systems in a way that is easily understood.

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- Applicants must specify and separately price a compatible disaster recovery solution. Preference would be given to the reuse of existing infrastructure components, if possible, in the design of the disaster recovery solution.
- Training to be provided for up to five (5) WorkplaceNL resources on the operation and maintenance of the HCI solution.
- The successful Applicant must provide the environmental and physical requirements for implementation of the solution including power, cooling and space requirements. WorkplaceNL will be responsible for provisioning the necessary environmental and physical requirements.
- Applicants must provide an option for ongoing support and maintenance.

## **1.6 Mandatory Criteria**

Applicant(s) must meet the mandatory criteria and possess the necessary knowledge, skills and experience to supply the required service. The mandatory criteria are as follows:

- 1.6.1** Applicants must provide a minimum of two (2) references with appropriate contact information as evidence of previous experience providing similar services.
- 1.6.2** Applicants must provide an overview which demonstrates how the past professional experience of the organization meets the requirements as described in the RFP. The overview must include supporting details from relevant projects.
- 1.6.3** Applicants must be authorized Business Partners of IBM Canada or Cisco reseller.

<b>SECTION 2 – INSTRUCTIONS TO APPLICANT</b>
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## **2.1 Electronic Copy of this Document**

WorkplaceNL reserves the right to modify the terms of the RFP by issuance of addenda at any time prior to RFP Closing Date.

It is the responsibility of the Applicants who retrieve or download this RFP from WorkplaceNL's website (<http://www.workplaceni.ca>) or externally through the web posting at [www.merx.com](http://www.merx.com) to ensure they monitor these sites for any addendum to the RFP issued up to and including the RFP Closing Date.

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It is the Applicant's responsibility to ensure that they have received a complete set of documents. By submitting a proposal, the Applicant verifies that they have received a complete set of RFP documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the RFP are assumed to be accepted by the Applicant and incorporated in the proposal.

By submitting a proposal, the Applicant confirms that all components necessary to deliver the required services have been included in the proposal, or will be provided at no additional charge to WorkplaceNL.

Applicants who have obtained the RFP electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

## **2.2 RFP Closing and Delivery**

**MONDAY, FEBRUARY 22, 2021 BEFORE 2:00 PM NEWFOUNDLAND TIME**

Applicants must deliver and ensure proposals are received via electronic upload at [www.merx.com](http://www.merx.com)

Proposals received after the closing time will not be considered.

Proposals will be opened publicly immediately following the RFP closing in accordance with the Public Procurement Regulations, as amended. The names of all Applicants will be provided at the public opening. Applicants can attend public opening by emailing [purchasing@workplacnl.ca](mailto:purchasing@workplacnl.ca) to request a Webex meeting invite. Applicants must include their name; email address; and tender number. Meeting requests must be received by WorkplaceNL before 4:00 p.m. Newfoundland Time on February 18, 2021.

In the event that WorkplaceNL's St. John's office is closed due to poor weather conditions or other unscheduled closure, the RFP public opening will be extended to the next business day before 2:00 p.m. Newfoundland Time.

## **2.3 Proposal Instructions**

All proposals must be legible and complete and supply all information required in SECTION 4: RESPONSE REQUIREMENTS. Applicants are not required to return any sections of this document in their proposal.



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All proposals must be received by WorkplaceNL in their entirety, by the RFP Closing Date. Proposals or any portion thereof, received after the RFP Closing Date and time will not be accepted.

Applicants must upload their proposal via [www.merx.com](http://www.merx.com). (**Appendix “B” – Electronic Proposal Submission Instructions**).

Proposals must be signed by the Applicant or an authorized representative of the Applicant. If the Applicant is a corporation, the proposal must be signed by the authorized signing officer of the corporation submitting the proposal.

Applicants are solely responsible for the delivery of their proposal in the manner and time prescribed.

Any error in the proposal is the responsibility of the Applicant. Submitted proposals may be amended prior to the RFP Closing Date by submitting a complete new proposal clearly indicating it replaces the previously submitted proposal. Any such new proposal is subject to the requirements as outlined herein. The said new proposal replaces any other proposals previously submitted by the Applicant, and only the last of any new proposals received will be accepted.

Any proposal received in response to a RFP may be withdrawn by written request to the Procurement Officer, Purchasing, WorkplaceNL; but cannot be withdrawn, altered or changed in any way after the RFP Closing Date.

All requests for withdrawal, amendment or submission of a replacement proposal must be submitted in writing on company letterhead or equivalent, and be signed by the Applicant, an authorized representative of the Applicant or, if a corporation, an authorized signing officer of the corporation.

While WorkplaceNL has tried to ensure the accuracy of the RFP, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Applicants have resolved any questions they might have about the RFP and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their proposals. Nothing in the invitation is intended to relieve Applicants from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Unless stated otherwise in the RFP, proposals shall remain open for acceptance and are irrevocable for a period of 180 days after the RFP Closing Date.

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## **2.4 Proposal Conditions**

### **2.4.1 Confidentiality and Ownership of Information**

Information pertaining to WorkplaceNL obtained by the Applicant as a result of participation in this RFP, and/or subsequent interviews, presentations, and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

The RFP and any supplementary document or portion thereof is proprietary information, and must not be used by the Applicant other than for the submission of proposals without the permission of WorkplaceNL.

All proposals submitted become the property of WorkplaceNL. By submitting a proposal, the Applicant hereby grants WorkplaceNL a license to distribute, copy, print, or translate the proposal for the purposes of the RFP. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the proposal.

The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Applicant's proposal may be subject to disclosure under the **ATIPPA**. By submitting a proposal, the Applicant agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any proposal after the RFP Closing Date. WorkplaceNL shall not be liable to any Applicant for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Applicant as a result of disclosure pursuant to the **ATIPPA**.

By submitting a proposal, the Applicant agrees that it has identified any specific information in its proposal that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Applicant, there is no specific information that qualifies for an exemption under subsection 39(1) of the **ATIPPA** and information may be released without further notice.

The financial value of a contract resulting from this procurement process will be publically released as part of the award notification process.

### **2.4.2 No Claims By Applicant**

By participating in the process outlined in this RFP document, the Applicant consents to the procedures as described in this RFP.

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By submitting a proposal, each Applicant irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or, if WorkplaceNL is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this procurement.

### **2.4.3 Conflict of Interest**

Each Applicant must include in its proposal a confirmation that the Applicant, its employees, officers, associates and/or approved subcontractors do not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, in providing services under the agreement. Where applicable, the Applicant must declare in its proposal any situation that may be a conflict of interest in submitting its proposal or, if selected, with the contractual obligations of the Applicant under the agreement.

If, at the sole and absolute discretion of WorkplaceNL, the Applicant, its employees, officers, associates and/or approved subcontractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the RFP or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the Applicant or terminate the agreement.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFP.

## **2.5 Questions and Clarification**

Any questions related to the RFP must be directed in writing by email to [purchasing@workplaceni.ca](mailto:purchasing@workplaceni.ca) or through the RFP publication on [www.merx.com](http://www.merx.com) and received by WorkplaceNL before 4:00 p.m. Newfoundland Time on February 16, 2021.

All questions must include the RFP number and title in the email subject line. All questions should include the Applicant's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the RFP in question.

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To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a proposal, WorkplaceNL will post an addendum on its website and through the RFP publication on [www.merx.com](http://www.merx.com) which will be part of the RFP. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a proposal, or where the answer to the question posed may be found in the RFP. No responses shall be binding upon WorkplaceNL unless made in writing.

WorkplaceNL may request additional data, discussions, presentations or on-site visits in support of the proposal, all without obligation to provide other RFP recipients with similar information or notice of such communication. Additionally, WorkplaceNL reserves the rights to implement the appropriate due diligence processes to confirm or clarify any information provided, or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits with current customers served by the Applicant.

Any written information received by WorkplaceNL from an Applicant in response to a request for additional data from WorkplaceNL will be considered an integral part of the Applicant's proposal.

## **2.6 Ineligibility of Proposals**

It is essential that the proposal thoroughly addresses and completes each requirement identified in the RFP, as incomplete proposals may be declared "non-responsive". Proposals that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

## **2.7 Acceptance of Proposal**

WorkplaceNL reserves the right, as the interests of WorkplaceNL may require, to accept or reject in whole or in part any or all proposals. WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a proposal is accepted or rejected.

WorkplaceNL, in its sole discretion, reserves the right to cancel the RFP without award. WorkplaceNL is not bound to award a contract to any Applicant. The awarding of the contract(s) (if any) shall be at WorkplaceNL's sole discretion.

WorkplaceNL reserves the right to reject all proposals, to select a proposal that is not the highest score bid, and to refuse any proposal that does not meet the information or timing requirements of this RFP.

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If WorkplaceNL does not receive compliant and acceptable proposals in response to the RFP, WorkplaceNL reserves the right to enter into negotiations with one or more of the Applicants or with any other party in order to complete the procurement of services.

A proposal may not be eligible for acceptance if current or past corporate or other interests of the Applicant or the Applicant's key personnel may, in WorkplaceNL's opinion, give rise to a conflict of interest.

WorkplaceNL reserves the right to disqualify any Applicant if the Applicant or the Applicant's key personnel have either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.

The Applicant may be required to demonstrate financial stability, authorization to provide the goods and/or services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify the Applicant's capability to satisfy the RFP requirements. WorkplaceNL reserves the right to reject a proposal from any Applicant that it feels is incapable of providing the necessary labour, materials, equipment, financing, or resources to perform the services or supply the goods in a satisfactory and timely manner.

## **2.8 Agreement**

Any awards made pursuant to this RFP process are subject to execution of a written agreement which is acceptable to WorkplaceNL. WorkplaceNL **shall not** be obligated to any Applicant until the written Agreement has been duly executed related to an approved proposal.

To be eligible to provide Services to WorkplaceNL, the successful Applicant shall execute a written agreement with WorkplaceNL to perform the Services which is acceptable to WorkplaceNL with terms and conditions as agreed within the time frame established by WorkplaceNL. The successful Applicant shall be responsible for compliance with the terms and conditions as agreed in a negotiated agreement. Applicants should review **Section 6**, Terms and Conditions herein in its entirety as the final agreement with between WorkplaceNL and the successful Applicant will contain this language.

Claims made by the Applicant in their proposal will constitute contractual warranties. Any provision in the proposal may, in WorkplaceNL's sole discretion, be included as a provision of an agreement between WorkplaceNL and the successful Applicant. In the case of conflict between the written agreement between WorkplaceNL and the successful Applicant and the proposal, the terms of the said written agreement shall prevail. Applicants must list separately any contractual terms which must be included as part of this Agreement if awarded to you and which would be a condition to acceptance of your submission.

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By submitting a proposal, the Applicant agrees that should its submission be selected, this Applicant will enter into an agreement with WorkplaceNL on the terms set out in the RFP, to the satisfaction of WorkplaceNL, as indicated by WorkplaceNL's signature on the appropriate document(s).

Without prejudice to its right to cancel the RFP at any time, WorkplaceNL may select the Applicant with the highest scored proposal, as set out in the Criteria table in Section 5.2 herein, to enter into an agreement; however, if a timely agreement cannot be entered to the satisfaction of WorkplaceNL, WorkplaceNL may end any discussions with that Applicant and WorkplaceNL may select the Applicant with the next highest scored proposal and so forth until WorkplaceNL enters an agreement.

Before and as a condition to entering the Agreement, WorkplaceNL has the rights:

- To request the Applicant to provide information confirming the Applicant's legal name, registration(s) and status in a form satisfactory to WorkplaceNL that the Applicant has the power and capacity to enter into the agreement;
- To not enter into an agreement if the Applicant cannot satisfy WorkplaceNL that it is the same natural person or enterprise that submitted the proposal; and
- If the RFP requires or includes any right to require security screenings, to require such security screenings including for an Applicant who is a natural person, and not enter into an agreement with the Applicant if WorkplaceNL considers the person screened or not consenting to be screened to be an unreasonable risk.

Written notice to an Applicant that its proposal has been selected as successful and the subsequent entry into a written agreement executed by both parties will constitute an agreement for the Services awarded, and no Applicant will acquire any legal or equitable rights or privileges relative to the Services until the occurrence of both such events.

## **2.9 Estimated Time Frames**

The following timetable outlines the estimated schedule for this RFP process. The timing and the sequence of events resulting from this document may vary.

DESCRIPTION	DATE
RFP issue date	JANUARY 25, 2021
Deadline for questions	FEBRUARY 16, 2021
Proposals to be received by	February 22 , 2021

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Presentation of proposals (tentative - if required)	March 3, 2021
Date of award (tentative)	March 5, 2021

**SECTION 3 – GENERAL TERMS AND CONDITIONS**

- 3.1** The successful Applicant(s) is required to meet WorkplaceNL’s billing and accounting requirements. Progress billing should be submitted to WorkplaceNL every 30 days or other frequency as agreed to between WorkplaceNL and the successful Applicant(s). Invoices must be legible and clearly labeled with the Applicant’s invoice number.
- 3.2** This RFP, all proposals, and any agreements will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.3** Applicants shall not use WorkplaceNL’s name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without WorkplaceNL’s prior written consent.

**SECTION 4 – RESPONSE REQUIREMENTS**

It is important that Applicants provide complete information with their proposal so it can be readily understood and evaluated. The following minimum information and format must be provided in the proposal. A proposal will be considered non-compliant if it fails to provide sufficient detail necessary to evaluate the proposal against the requirements outlined in this RFP.

All proposals must address the content of the RFP. Qualifying proposals are those that clearly demonstrate a thorough understanding of the RFP, and its stated requirements and criteria. WorkplaceNL may disqualify proposals that do not demonstrate this understanding and do not specifically address requirements and criteria as specified throughout.

**Response Format**

Your response should be provided in the same sequence of topics as below.

**Cover Letter**

Identify the RFP description. Identify your name and your company’s name (if applicable), address, telephone number, fax number and email address. Identify the representative responsible for your proposal. The letter must confirm that you and your company (if applicable) are in compliance with the **Personal Information Protection and Electronic**

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**Documents Act**, SC 2000, c.5, and Regulations thereto, as amended. The letter must be dated and signed.

**Table of Contents**

List all topics and associated pages for easy reference.

**Company Profile & Background**

If the Applicant is a company, provide a brief introduction and an overview of your company's background and profile, including information on full services offered.

**Ownership**

If the Applicant is a company, provide names of all owners, including silent partnerships, affiliated relationships and/or companies, governing boards, etc.

**Conflict of Interest**

Each Applicant must include in its proposal a confirmation that the Applicant, its employees, officers, associates and/or approved subcontractors do not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, in providing services under the agreement. Where applicable, the Applicant must declare in its proposal any situation that may be a conflict of interest in submitting its proposal or, if selected, with the contractual obligations of the Applicant as supplier under the agreement.

**Privacy/Confidentiality**

Provide company policies, practices and tools for protecting privacy, confidentiality and security of information.

**Overview**

The Applicant must provide a clear and concise description of the Applicant's understanding of the service, their role in the service, and an overview of how the Applicant will meet the service requirements.

**Approach and Methodology**

The proposal shall include a detailed description of the approach and methodology which will be utilized in the provision of services as set out in Section 1.5 Scope of Work.

**Professional Staff Complement**

Provide a description of the professional staff and resources available. Identify the number, availability, and roles of individuals intended to be assigned to the project and describe how they meet the mandatory



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criteria as outlined in Section 1 - Overview and Scope of Services above.

The Applicant must confirm their ability to provide on-site or remote system administration training for approximately five resources.

**Professional Staff Resumes**

Provide a resume of not more than three pages outlining education and work experience for each professional staff member to be involved in the provision of services.

**Value-added service**

Provide any additional information that would enhance your ability to provide the service, e.g. resources, specialized personnel, affiliations, etc.

**Geographical location**

Indicate the city/town from which you propose to conduct the major activities of this work.

**Previous Experience**

Describe your organization's experience implementing a similar HCI solution. Provide a list with a minimum of two (2) references with appropriate contact information who can provide evidence of previous experience providing similar services. References may be for contracts currently being performed or where work has been completed. References will be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.

**Timelines, Schedules & Fees**

The Applicant must outline the fees on the following basis:

- The total cost of the proposed HCI solution as either a one-time cost or a subscription or subscription service. For the purpose of the evaluation, a five-year total cost of ownership model will be used to compare the proposals;
- All professional services fees for system implementation and training;
- Annual support and maintenance costs;
- All fees for a compatible disaster recovery solution;
- Identify all one-time fees;
- Proposed start date and timelines;
- Major expenditure categories (staff, materials, travel, communications, etc.) and their individual costs;

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- The H.S.T. amount should be identified as a separate budget item; and
- All fees must be quoted in Canadian dollars.

**SECTION 5 – EVALUATION PROCESS AND CRITERIA**

**5.1 Evaluation**

The proposals will be evaluated by a committee designated at the sole discretion of WorkplaceNL, who will use the criteria provided in this section to determine the successful Applicant(s).

WorkplaceNL, in its sole discretion, may assess the Applicant(s)' experience and/or ability to provide the services required and described in this RFP by checking the Applicant(s)' references. A contract will not be awarded to any Applicant whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the proposal. WorkplaceNL reserves the sole discretion to determine whether the Applicant and its professional staff have the appropriate qualifications.

The intent is to enter into an agreement with the Applicant that achieves the highest overall score, or with more than one Applicant, that achieves the next highest scores, as determined by WorkplaceNL, while fulfilling the requirements outlined in this RFP, which in WorkplaceNL's sole discretion meets its needs and best interests.

**5.2 Selection**

The evaluation committee will evaluate all proposals against the mandatory criteria as stated in Section 1. Proposals that do not meet all mandatory criteria will be rejected on that basis.

The following criteria will be used to score proposals for both the short list and in the final selection:

<b>Criteria</b>	<b>%</b>
Quality of proposal/demonstrated understanding of RFP requirements	10%
Organization experience and value added services	10%
Applicant's Technical Solution	45%
Fees	30%
References	5%
<b>Total</b>	<b>100%</b>

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In the event that the selected Proposal(s) results in a higher cost than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this RFP process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this RFP without award should the Board of Directors not approve the award.

**5.3 Presentation of Proposals**

Subsequent to evaluating the proposals, WorkplaceNL may, in its sole discretion, select Applicants to meet with WorkplaceNL evaluation team. This meeting may include both a presentation by the Applicant and/or a question and answer session in support of, and/or to clarify questions arising from the Applicant's proposal. A maximum preparation period of one week will be given to prepare for the presentation. Applicants will be responsible for all expenses incurred in preparing and delivering the presentation. Presentations are permitted via video conference in the event Applicants cannot be on-site.

**5.4 Clarification**

The evaluation committee may require clarification from Applicants to assist in making its evaluation.

**5.5 Notice of Proposal Results**

WorkplaceNL will notify both the successful and unsuccessful Applicants in writing. Unsuccessful Applicants will be notified following the award to the successful Applicant(s).

If the selected Applicant(s) becomes unable or unwilling to complete the agreement, or becomes unable to provide the required services, WorkplaceNL may enter negotiations with one or more of the Applicants or with any other party in order to obtain the service.

<b>SECTION 6 – TERMS AND CONDITIONS</b>
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The following Terms and Conditions shall apply to any future contract award evolving from this RFP.

**Definitions:**

In any Agreement arising from this RFP between WorkplaceNL and the successful Applicant, the following words and terms have the meanings set out below:

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**“Confidential Information”** Means any information of a confidential or proprietary nature received by a Party, directly or indirectly, from the other Party, or acquired or developed pursuant to the provision of the Services or Deliverables, including, but not limited to, business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of financial, insurance or mortgage processes, mask-works, methods, prices, financial and accounting data, products and product specifications, Software, systems, and technical information.

**“Personal Information”** means information about an identifiable individual that was received, collected or accessible to the successful Applicant as a result of the successful Applicant performing the Services for, or otherwise in the course of its business relationship with, WorkplaceNL and includes personal information as defined in the **Access to Information and Protection of Privacy 2015 Act** and personal health information as defined in the **Personal Health Information Act** of the Province of Newfoundland and Labrador.

**“Parties”** means WorkplaceNL and the successful Applicant; and, **“Party”** means either one of them.

## **6.1 CONFIDENTIALITY, PRIVACY AND SECURITY**

- 6.1.1** To the extent that, in connection with this engagement, successful Applicant comes into possession of any proprietary or confidential information of WorkplaceNL, successful Applicant will not use the information for any purpose other than to provide the Services to WorkplaceNL or disclose such information to any third party without the WorkplaceNL express written consent, except as set out in section 6.1.4 below.
- 6.1.2** Each Party will protect all Confidential Information of the other Party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, no less than a reasonable degree of care. Further, successful Applicant agrees that it will protect WorkplaceNL Personal Information in accordance with the requirements of the Agreement.
- 6.1.3** Each Party will not disclose, release, or otherwise make available to any third party, any Confidential Information of the other Party without the other Party's prior written consent. Further, successful Applicant agrees that it will not disclose, release, or otherwise make available to any third party, any WorkplaceNL Personal Information without WorkplaceNL prior written consent. Each Party may disclose the other Party's Confidential Information to its Personnel and Affiliates, and its accountants, attorneys, other agents, (respectively, each Party's "Third Party Recipients") if reasonably necessary in performing its duties under this Agreement or, for

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WorkplaceNL, its use and enjoyment of the Services and Deliverables, provided, however, that successful Applicant and WorkplaceNL are each responsible for any violation of these confidentiality obligations by its Third Party Recipients and will ensure that these individuals or entities are aware of these confidentiality obligations.

- 6.1.4** The obligations in the Agreement will not restrict any disclosure of Confidential Information by the receiving Party if it can demonstrate that such Confidential Information is exempt from the obligations set forth in the Agreement based upon the following. The burden of proof that Confidential Information falls into any one of the following exemptions will be borne by the Party claiming such exemption: (i) the Confidential Information was independently developed by the receiving Party prior to receiving it without violating its obligations or any of the disclosing Party's proprietary rights; (ii) the Confidential Information becomes publicly known (other than through unauthorized disclosure by the receiving Party or its employees, consultants, subcontractors, agents or representatives, but this exclusion does not apply to WorkplaceNL Personal Information); (iii) the Confidential Information was already known to the receiving Party prior to receiving it without any obligation of confidentiality; (iv) the Confidential Information is rightfully received by the receiving Party from a third party without any obligation of confidentiality; (v) the receiving Party is required to do so under an order from a court, by subpoena or other legal process; by law or by applicable regulatory or professional standard (provided that the receiving Party provides reasonable prior written notice to the disclosing Party).
- 6.1.5** When the Agreement expires or terminates, each Party will return to the other Party all Confidential Information of the other Party disclosed and all copies, or at the other Party's option, destroy the Confidential Information and provide to the other Party certificates evidencing the return or destruction. Despite anything else stated in the Agreement, if the Agreement terminates for any reason, WorkplaceNL (i) may retain one (1) copy of the successful Applicant's Confidential Information solely for archival, audit, disaster recovery, legal and/or regulatory purposes and (ii) WorkplaceNL will not be required to search archived electronic back-up files of its computer systems for the successful Applicant's Confidential Information in order to purge the successful Applicant's Confidential Information from its archived files; provided, however, that WorkplaceNL must (i) maintain its confidentiality under this Agreement as if it were still in effect, and (ii) not use the retained the successful Applicant's Confidential Information for any other purpose.
- 6.1.6** WorkplaceNL may also disclose Confidential Information (other than information

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relating to the pricing of the Services) of successful Applicant or subcontractors to affiliates and third party service providers (including Other Service Providers) in connection with: (i) the solicitation of proposals from third party service providers (including Other Service Providers) for related or alternative services (including as part of a request for proposal); (ii) the procurement of additional services, hardware, software or systems; or (iii) the planning or implementation of a transition from all or part of the Services to a third party service provider (including Other Service Providers).

**6.1.7** All WorkplaceNL Personal Information which is obtained by successful Applicant, its employees, officers, associates, and/or approved sub-Vendors or agents, is:

(i) to be treated as confidential;

(ii) to be used only to supply or perform Services to WorkplaceNL pursuant to the Agreement;

(iii) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of the Agreement;

(iv) not to be removed from the offices of WorkplaceNL without prior express written consent of WorkplaceNL;

(v) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and

(vi) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster as more particularly set out herein.

**6.1.8** Successful Applicant acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act**, R.S.N.L. 1990, c. W-11, as amended (the "Act"), the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended ("ATIPPA"), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, R.S.N.L. 1990, c. P-22, as amended, and the **Personal Health Information Act**, S.N.L. 2008, c. P-7.01, as amended, and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that successful Applicant, its employees, officers, associates, and/or approved sub-contractors or agents, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL

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may be compelled to disclose data or information pursuant to ATIPPA. Any disclosure of any Confidential Information by WorkplaceNL pursuant to any legal obligation of any statute referred to in this paragraph will not be a breach of any of WorkplaceNL's obligations under the Agreement.

- 6.1.9** Successful Applicant will (i) collect, use, store, deliver, transfer, transmit, disclose, dispose of, provide access to and otherwise handle WorkplaceNL Personal Information in accordance with all Privacy Laws applicable to such information and the relevant jurisdiction; and (ii) protect WorkplaceNL Personal Information, regardless of the format in which it is held, by security safeguards appropriate to the sensitivity of the information and consistent with the industry accepted best practices and standards used or observed by comparable companies in North America. The security safeguards will protect WorkplaceNL Personal Information against loss or theft, as well as unauthorized access, use disclosure, copying, or modification. Successful Applicant will not use WorkplaceNL Personal Information for any purpose other than the purpose for which such information was disclosed, or, as otherwise permitted by the Agreement and successful Applicant will not disclose or provide access to any WorkplaceNL Personal Information except as permitted by this Agreement.
- 6.1.10** Successful Applicant may disclose WorkplaceNL Personal Information to its employees, agents, assigns, contractors, approved subcontractors, and partners involved in providing the work under the Agreement only where such disclosure is necessary to permit the Parties to perform their duties hereunder. The obligations of successful Applicant under this Article shall equally apply to the parties to whom WorkplaceNL Personal Information is disclosed and successful Applicant shall advise the parties of these obligations.
- 6.1.11** Successful Applicant shall only disclose WorkplaceNL Personal Information to persons other than its employees, agents, assigns, contractors, subcontractor, and partners with the prior express written consent of WorkplaceNL, and then only to those persons who need to know the information for the purposes consented to by WorkplaceNL and only after confirming that such persons agree to comply with the provisions of this Article, including the requirements set out in Schedule "A" Contractor Code of Conduct.
- 6.1.12** Successful Applicant shall:
- (i) Notify WorkplaceNL promptly of any unauthorized possession, use or knowledge, or attempt to obtain possession, use or knowledge of WorkplaceNL

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Personal Information by any person or entity which may become known to successful Applicant;

- (ii) Promptly furnish to WorkplaceNL full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist WorkplaceNL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of WorkplaceNL Personal Information;
- (iii) Cooperate with WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL to protect its proprietary rights;
- (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of WorkplaceNL Personal Information; and
- (v) Subject at all times to the instructions of WorkplaceNL, refer to and follow the privacy breach protocol of the **Personal Information Protection and Electronics Documents Act**, S.C. 2000, c. 5, as amended and of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice and Public Safety website.

**6.1.13** Successful Applicant shall ensure that it has in place and follows appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

- (i) At a minimum, using the same level of physical and electronic security as the successful Applicant employs to avoid disclosure or dissemination of successful Applicant's own confidential information, to prevent the disclosure of any of the WorkplaceNL Personal Information to any third party other than those who are required to have access to properly perform the work under this Agreement;
- (ii) Establishing and maintaining security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of WorkplaceNL Personal Information;
- (iii) Providing appropriate access control methods for areas where WorkplaceNL Personal Information is stored;
- (iv) Ensuring all employees, officers, associates contractors and/or approved



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subcontractors or agents of successful Applicant comply with all policies, standards and safeguards established under this Article;

- (v) Advising WorkplaceNL of any changes in its security systems, procedures, standards and practices that may negatively impact the protection of WorkplaceNL Personal Information;
- (vi) Reporting to WorkplaceNL at least annually, but more often if required by WorkplaceNL, the status of its security measures and any further measures that may be taken to ensure confidentiality is maintained; and
- (vii) Satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “A”, unless otherwise advised by WorkplaceNL, and this includes:
  - (1) Complying with all alterations or updates of Schedule “A” as may be provided to the successful Applicant from time to time; and
  - (2) Adhering to any additional instructions (including oral instructions) from WorkplaceNL as it relates to the subject matter contained in Schedule “A” Contractor Code of Conduct and this Article.

**6.1.14** Without limiting the generality of the foregoing, successful Applicant acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. All those carrying out the Agreement on successful Applicant’s behalf are subject to the Agreement and may be liable to suit by WorkplaceNL for breaching this clause.

**6.1.15** Successful Applicant is fully and solely responsible to ensure compliance with this Confidentiality, Privacy and Security Article by successful Applicant and its employees, officers, associates, and/or sub-contractors.

**6.1.16** Upon termination of the Agreement or earlier request, successful Applicant shall return or destroy (as instructed by WorkplaceNL) all WorkplaceNL Confidential Information in its possession or control and certify the same.

## **6.2 WORKPLACENL’S CODE OF CONDUCT**

By entering into this Agreement, the successful Applicant agrees to abide by WorkplaceNL’s Contractor Code of Conduct attached to this Agreement as Schedule “X”. The successful Applicant acknowledges and agrees that any unethical behavior could result in the immediate termination of this Agreement. The successful Applicant

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commits to adhere to the standards set forth in WorkplaceNL's Contractor Code of Conduct and the successful Applicant must ensure that WorkplaceNL's Contractor Code of Conduct is also observed by its subcontractors, business associates and employees.

### **6.3 LIMITATION OF LIABILITY AND WARRANTY**

**6.3.1** The successful Applicant represents, warrants and covenants to WorkplaceNL as follows:

(i) The successful Applicant has and will have the technology, Personnel, and systems necessary to perform its obligations under the Agreement, except as otherwise specified in a statement of work. The successful Applicant warrants that the Services shall be performed in good faith, in a competent, timely and professional manner, in compliance with all due skill diligence, prudence and foresight which would reasonable be expected from a services provider skilled and experienced in the nature of the Services. by qualified, trained and experienced Personnel. The successful Applicant warrants that the Services and all Deliverables shall have been tested, shall conform to a SOW, and shall for a period of ninety days from the date of acceptance, be free from Errors. Furthermore, the Services and all Deliverables and any part thereof shall be fit for the purpose for which they are intended according to a SOW.

(ii) All Deliverables shall comply with WorkplaceNL specifications set out in the applicable Statement of Work.

(iii) Each of the Deliverables or any part thereof, the successful Applicant provision and WorkplaceNL use of the Services, does not and will not infringe or misappropriate the Intellectual Property rights of any Person. The successful Applicant is and will be the legal and beneficial owner or authorized licensor of all Intellectual Property Rights in the Deliverables and Services and has the full power and authority to grant the rights in the Deliverables and provide the Services as contemplated herein without the consent of any Person. The successful Applicant is not aware of any infringement or misappropriation claims made by any third party in relation to the Deliverables or the Services.

(iv) No portion of any Deliverables contains or will contain any disabling mechanism, harmful code or protection feature designed to prevent its use that may be used to access, modify, replicate, distort, delete, damages or disable such software, WorkplaceNL software, WorkplaceNL computer systems or other software or hardware except as specifically designed into the Deliverables and of which WorkplaceNL has prior actual notice.

(v) During the ninety (90) day period (or such other time period the Parties may agree upon in statement of work) following WorkplaceNL Acceptance of a

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Deliverable, the successful Applicant agrees to fix deficiencies or errors in all or any part of a Deliverable at its own expense. The successful Applicant will have no obligation to make corrections, repairs or replacements to a Deliverable that results solely and directly from WorkplaceNL misuse of Deliverable in contravention of the Agreement or the applicable statement of work, unless such use was otherwise authorized by the successful Applicant.

(vi) The successful Applicant will and will cause each of its Personnel together with any other contractors, suppliers, Subcontractors, Affiliates or other third parties who provide or receive products or services for or on behalf of the successful Applicant or WorkplaceNL to comply with all applicable laws, rules and regulations and industry and governmental standards related to the performance of the successful Applicant's obligations under the Agreement.

**6.3.2** The representations and warranties of the successful Applicant expressly set out in the Agreement are in lieu of all other representations and warranties pertaining to the Services, either expressed or implied, including, and without limitations, warranties of merchantability and fitness for a particular purpose.

**6.3.3** Subject to Article 6.3.4 below, the liability of the successful Applicant or WorkplaceNL for any breach of the Agreement or otherwise from any acts or omissions of its respective Personnel will in all circumstances be limited to direct damages and in no event will the successful Applicant or WorkplaceNL have any liability to the other, whatsoever, for any damages resulting from lost profits, lost uses of products or for special, indirect, exemplary, punitive, incidental or consequential damages whether in contract, tort or otherwise in relation to the Agreement, even if advised of the possibility of such damage. This limitation of liability will apply regardless of the form of action, whether in contract or tort including negligence.

**6.3.4** Article 6.3.3 will not apply to limit:

(i) the successful Applicant's exposure to liability on account of the successful Applicant's bad faith or intentional misconduct of the successful Applicant, its employees or representatives, or the liability of either Party for a breach of Article 6.1 (Confidentiality, Privacy and Security);

(ii) the successful Applicant's liability for a breach of Article 6.1.3 and 6.1.4; or 6.1.5;

(iii) the successful Applicant's liability for any deliberate and sustained cessation of a material portion of the Services without a bona fide attempt to resume such portion of the Services or to remedy the cause of such cessation; or

(iv) a Party's obligation to defend and/or indemnify the other Party related to a claim brought by a third party.

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**6.3.5** Each Party will have a duty to mitigate damage for which the other Party is responsible.

**6.3.6** The provisions of this Paragraph and the Paragraph related to “Force Majeure” shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

## **6.4 INDEMNITY**

### **6.4.1 General:**

**6.4.1.1** Notwithstanding any other provisions hereof (except as set out in this Agreement), the successful Applicant agrees to indemnify, defend and hold harmless WorkplaceNL and its Affiliates and their respective directors, officers, Personnel (all of whom are third party beneficiaries of this indemnity) (collectively the "**WorkplaceNL Indemnitees**") from and against any and all claims, losses, costs, damages (including enhanced, punitive, (where permitted), and willful), expenses, liabilities, settlement payments, interest, awards, judgment, fines, fees, penalties, and legal defenses fees and costs (including the legal fees and costs incurred by WorkplaceNL to successfully enforce the terms of this indemnity against the successful Applicant, if necessary) (collectively "**Losses**"), as incurred that may be suffered by WorkplaceNL Indemnitees arising out of, or as result of, or relating to any manner whatsoever to a claim relating to: (a) the successful Applicant's breach of any of its representations and warranties set forth in the Agreement; (b) the negligence, bad faith or intentional misconduct of the successful Applicant, its employees, representatives, or subcontractors, (c) any breach of a representation, warranty or covenants made by the successful Applicant in Article 6.1 (Confidentiality, Privacy and Security) or Schedule "X", Contractors Code of Conduct; (d) any injury to persons (including injuries resulting in death) or loss of or damages to property that may be or be alleged to be caused by or suffered as a result of or in connection with the performance of the successful Applicant or any of its Personnel or all or any part of the successful Applicant's obligations under the Agreement; or (e) any taxes, interest and penalties assessed against WorkplaceNL that are the obligations of the successful Applicant; (f) any claims arising out of related to occurrences the successful Applicant is required to insure against pursuant to Article 6.1, to the extent the successful Applicant's actual coverage under its insurance policies, or in the event the successful Applicant fails to obtain the acceptable insurance policy, in the nature and to the extent of the coverage required therein; provided; however, that this provision should

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not limit WorkplaceNL's right to indemnity under any provision of this Article; (g) any claims arising from any service or systems provided by the successful Applicant or its subcontractors to a third party.

- 6.4.1.2** Notwithstanding any other provisions hereof, WorkplaceNL agrees to indemnify, defend and hold harmless the successful Applicant and its Affiliates and their respective directors, officers, and Personnel (all of whom are third party beneficiaries of this indemnity) (collectively the "**successful Applicant indemnitees**") from and against any and all Losses as incurred that may be suffered by the successful Applicant Indemnitees arising out of, or as result of, or relating to any manner whatsoever to a claim relating to: (A) WorkplaceNL's breach of any of its representations and warranties set forth in the Agreement; (B) any injury to persons (including injuries resulting in death) or loss of or damages to property that may be or be alleged to be caused by or suffered as a result of or in connection with the performance of WorkplaceNL or any of its Personnel or all or any part of WorkplaceNL obligations under the Agreement; (C) any breach of a representation, warranty or covenants made by the successful Applicant in Article 6.1 (Confidentiality, Privacy and Security); or (D) any amounts, including taxes, interests and penalties, assessed against the successful Applicant that are the obligations of WorkplaceNL

## **6.5 INSURANCE**

- 6.5.1** The Successful Applicant will procure and maintain in force throughout the Term of this Agreement the following policies of insurance with reputable insurers and in a form reasonably acceptable to WorkplaceNL:
- a. comprehensive general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence which shall name WorkplaceNL and its Affiliates (as defined in this Agreement) as additional insured with respect to work performed by the successful Applicant required by this Agreement,
  - b. workers' compensation insurance as required in any province or state for the employees performing the Services, and
  - c. professional liability (errors and omissions) insurance in an amount not less than five million dollars (\$5,000,000).
- 6.5.2** Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under the Agreement and within thirty (30) days of any insurance renewal. All insurance called for under the Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to

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renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under the Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

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**SCHEDULE “A”**

**Contractor Code of Conduct**

If you are a contractor working with WorkplaceNL, you are required to acknowledge that you have received a copy of this Contractor Code of Conduct, have read and understood its purpose, and agree to comply with its standards and requirements.

**Privacy and Confidentiality**

- You will treat all WorkplaceNL Personal Information or Confidential Information acquired in the performance of each assignment as privileged and confidential and shall not divulge the information to any person or persons at any time without the prior written consent and approval of WorkplaceNL unless required to do so by law. In the event that such disclosure is required, you agree to give WorkplaceNL prompt notice of the requirement unless prohibited by law.
- You will notify WorkplaceNL and provide to it full details of any unauthorized possession, use or knowledge, or attempt to gain possession, use or knowledge of WorkplaceNL Personal Information. You will use reasonable efforts to assist WorkplaceNL in investigating or taking preventive measures.
- You will cooperate with any investigation and litigation against third parties deemed necessary by WorkplaceNL.
- You will promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of WorkplaceNL Personal Information and Confidential Information.
- You will ensure that all WorkplaceNL Personal Information and Confidential acquired in the performance of each assignment shall be secured in an appropriate manner to protect all interests, which could include the interests of WorkplaceNL and of third parties.
- You will return to WorkplaceNL all WorkplaceNL Personal Information and Confidential acquired in the performance of each assignment upon completion of that assignment, or destroy all WorkplaceNL Personal Information and Confidential Information acquired in the performance of each assignment as directed by WorkplaceNL, except as required to comply with relevant professional standards or required for regulatory compliance. Notwithstanding the foregoing, any WorkplaceNL Personal Information and Confidential Information that is not capable of being destroyed shall remain subject to the provisions of this Code of Conduct.
- You will ensure that all WorkplaceNL Personal Information and Confidential Information acquired in the performance of each assignment is used only for the purposes intended for that assignment and in accordance with Privacy; not for the direct or indirect, current or future benefit of yourself, a member of your family, any other individual or of your company.
- You will disclose any factor that places you in a position of conflict of interest with respect to your assignment with WorkplaceNL.

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## **Use of Computing Devices**

The computing device is a desktop, laptop, mobile or other device that has been approved for use on the WorkplaceNL network (Network). This may be a WorkplaceNL-issued device.

- You will not attempt to connect to the Network (i.e. plug your computer directly into a Network jack in a WorkplaceNL building) without prior approval from WorkplaceNL.
- To obtain access to the Network, you must put a request in writing to WorkplaceNL's Security Manager. If permission is granted, then you must adhere to the terms and conditions of WorkplaceNL's Security Policies.
- You will permit WorkplaceNL to access and audit the device and all WorkplaceNL records on the device:
  - to validate the security of the device or for maintenance or security of the Network.
  - to add, remove, update and/or block any content, technical or otherwise, necessary for the maintenance or security of the Network or confidential information.
  - to determine if the device or inappropriate use of the device had adversely impacted the Network or confidential information.
  - to respond to an Access to Information and Protection of Privacy (ATIPP) or legal discovery request.
- It is not permissible to:
  - use the Network or device for illegal purposes, for personal gain or to contravene legislation, policies, directives or standards.
  - attempt to gain unauthorized access to the Network or to initiate or participate in any activity that negatively impacts the Network's security or performance.
  - copy or transfer WorkplaceNL Personal Information or Confidential Information from the Network to any media without the prior written approval of the business owner and/or the Director responsible for Information Technology Services. If copying or transferring WorkplaceNL Personal Information and Confidential Information from the Network to any media is approved, then proper WorkplaceNL security procedures and protocols must be followed in the copying or transferring of that information.
- You must:
  - securely manage and protect Network and device usernames and passwords.
  - take reasonable precautions to prevent the introduction of viruses, SPAM or other malicious content.
  - immediately notify the IT Service Desk (service.desk@workplacenl.ca or 709.778.1555) if you know of or suspect potential harm to the Network or any device.
- You have no reasonable expectation of privacy when using the Network or when accessing confidential information. Equipment and resources will be monitored and/or searched, where necessary, by those authorized to do so on behalf of WorkplaceNL or law enforcement agencies.
- Where a determination is made that the Network, WorkplaceNL Personal Information and Confidential Information on the device could be or has been used for an improper or illegal



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purpose, WorkplaceNL may forward the device or information to law enforcement agencies for investigation.

- WorkplaceNL is within its rights to deny or sever access to the Network or application if you are found to be in violation of any of the above.
- WorkplaceNL devices must be returned to a manager or direct supervisor upon departure from WorkplaceNL.

Print name of Contractor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Print name of Company: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

**WorkplaceNL**  
**2021-02-P**  
**Hyper-Converged Infrastructure**

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**SCHEDULE “B”**

**Electronic Proposal Submission Instructions**

1. In order to be accepted electronically, submissions must be submitted through WorkplaceNL's posting on [www.merx.com](http://www.merx.com).
2. Applicants shall create a Supplier Account and be registered for this bid opportunity on [www.merx.com](http://www.merx.com). This will enable the Applicant to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their proposal electronically through the MERX website.
3. Applicants are reminded that the timing of the proposal submission is based on when the proposal is **received** by the bidding system, **not** when the proposal is submitted by an Applicant, as proposal transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Applicants allow for ample submission time to provide for uploaded proposals to be received prior to the RFP Closing Date. Proposals received after the RFP Closing Date will not be accepted.
4. It is the responsibility of the Applicant to ensure that the submissions are delivered on time. Once registered MERX will send a confirmation email to the Applicant if their proposal was submitted successfully. If a confirmation has not been received by the Applicant, the submission was not uploaded correctly and it is the responsibility of the Applicant either to reload the proposal submission documents or to contact MERX to resolve any issues as it pertains to their submission.
5. To ensure receipt of the latest information and updates via email regarding this opportunity the onus is on the Applicants to register with MERX creating a supplier account and sign up for notices for this opportunity.
6. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on [www.merx.com](http://www.merx.com). Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.