



Request for Proposals: 2021-05-P
Electronic Document and Records Management System

Issue Date: May 10, 2021
Closing Date: June 7, 2021 before 2:00 p.m. (NL Time)

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

SECTION 1	OVERVIEW AND SCOPE OF SERVICES.....	1
	1.1 Request for Proposal Summary	
	1.2 Glossary of Terms	
	1.3 Intent	
	1.4 Background	
	1.5 Scope of Work	
	1.6 Mandatory Criteria	
SECTION 2	INSTRUCTIONS TO APPLICANT.....	3
	2.1 Electronic Copy of this Document	
	2.2 RFP Closing and Delivery	
	2.3 Proposal Instructions	
	2.4 Proposal Conditions	
	2.4.1 Confidentiality and Ownership of Information	
	2.4.2 No Claims by Applicant	
	2.4.3 Conflict of Interest	
	2.5 Questions and Clarification	
	2.6 Ineligibility of Proposals	
	2.7 Acceptance of Proposal	
	2.8 Agreement	
	2.9 Estimated Time Frames	
SECTION 3	GENERAL TERMS AND CONDITIONS	19
SECTION 4	RESPONSE REQUIREMENTS.....	19
SECTION 5	EVALUATION PROCESS AND CRITERIA.....	23
	5.1 Evaluation	
	5.2 Selection	
	5.3 Presentation of Proposals	
	5.4 Clarification	
	5.5 Notice of Proposal Results	
SECTION 6	TERMS AND CONDITIONS.....	25
Schedule “A”:	Pricing Table	
Schedule “B”:	Contractor Code of Conduct	
Schedule “C”:	Electronic Proposal Submission Instructions	

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 for the supply and implementation of an Electronic Document and Records Management System (“the Solution”), along with professional services, to support this implementation.

WorkplaceNL reserves the right to contract with one provider of services as required, to provide the required services. The term of the agreement will be for a period of three (3) years. WorkplaceNL will, in its sole discretion, have an option to extend the contract for an additional two (2), one (1) year terms on the same terms and conditions.

As more specifically described in Section 2.8 herein, the successful Applicant will be requested to enter into negotiations to finalize an agreement with WorkplaceNL for the provision of the Services. WorkplaceNL reserves the right to select a solution that best meets its needs.

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.
RFP:	Request for Proposal which includes the original Request for Proposals and any and all addenda.
Must/Shall:	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 in fulfilling the obligations in the written Agreement with WorkplaceNL pursuant to this Request for Proposal. Specific requirements are set out in Section 1.5, Scope of Work.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

1.3 Intent

The purpose of this RFP is to acquire, develop, configure, implement, train and support a comprehensive Electronic Document and Records Management System for WorkplaceNL's corporate and administrative records.

The preference is an on-premise solution; however, a cloud-based solution could be considered. Data residency **must** be in Canada.

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 two main functional areas: 1) prevention and workplace services; and 2) corporate and 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).

1.5 Scope of Work

WorkplaceNL is seeking an off-the-shelf comprehensive Electronic Document and Records Management System that will manage corporate and administrative records throughout the records life cycle. The implementation date will be negotiated with the successful Applicant; however, implementation is expected to occur in 2021.

WorkplaceNL currently does not use a formal document management system for administrative and corporate records. Paper and electronic records are stored in multiple locations such as network drives, email, filing cabinets, onsite records vault, offsite storage, and various applications. Routing of internal administrative and corporate records is through email or hand delivery throughout WorkplaceNL's three physical locations (St. John's, Grand Falls-Windsor and Corner Brook).

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

The Solution will improve WorkplaceNL’s business processes, provide additional protection for records and enhance availability of records to employees. The Solution will be a secure document repository for various media types and have the capabilities for records management, indexing, advanced searching, workflows to efficiently process and route documents, audit history, reporting, and document archiving/retention.

It is anticipated that WorkplaceNL’s approach will be to complete the Core Implementation as outlined below in Section 1.5.1; however, at the sole and absolute discretion of WorkplaceNL, WorkplaceNL may choose to implement the Optional Implementation plan. Applicants **must** provide pricing for both implementation plans on the Pricing Table attached (Schedule “A”).

Management of physical records in internal and external storage facilities is not included in the scope of Services for this RFP.

1.5.1 Core Implementation

The desired outcomes include:

- Implement 100 users with various levels of user permissions.
 - Provide user descriptions and license pricing for each user group.
 - Provide pricing for the following:
 - 3 Administrators
 - 3 IT System Administrators
 - 20 Power Users
 - 74 End Users
- Build and implement two record classification plans defined by WorkplaceNL.

Primary Level	# Secondary Levels	# Tertiary Levels	# Folders
#1	9	96	96
#2	16	40	80

- Build and implement security groups defined by WorkplaceNL.
- Migrate records created as of 2021-01-01.
 - Provide a Migration Plan to move records from network directories.
 - It is estimated that approximately 3500 records are created per month for the 100 users as indicated above. The number of records migrated will depend on the implementation date.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

- Build and implement record types, such as:
 - Correspondence
 - Document
 - Executive Committee

- Build and implement one records retention and disposal schedule. This schedule is for the Primary level #2 classification plan above and includes multiple retention policies, for example:

Active	Semi-Active	Disposition
Calendar Year + 3 years	6 years	Destroy
Superseded/Obsolete	5 years	Destroy
End Date	10 years	Destroy
Calendar Year + 1 year	8 years	Selective Retention (provincial archives)

- Build and implement workflows. Workflow examples include:
 - Review & Edit
 - Review & Approve
 - Review & Respond
 - Immediate Review/Approval
 - FYI

1.5.2 Optional Implementation

The desired outcomes include:

- Implement an additional 150 users (for a total of 250 users) with various levels of user permissions.
 - Provide user descriptions and license pricing for each user group.
 - Provide pricing for the following:
 - 20 Power Users
 - 120 End Users
 - 10 Read-only Users

- Build and implement an additional 10 record classification plans (for a total of 12 classifications plans) defined by WorkplaceNL.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

Primary Level	# Secondary Levels	# Tertiary Levels	# Folders
#3	8	31	58
#4	3	11	18
#5	5	21	27
#6	5	29	54
#7	5	42	88
#8	5	21	34
#9	6	43	60
#10	1	8	10
#11	4	36	100
#12	4	25	31

- Build and implement security groups defined by WorkplaceNL.
- Migrate records created as of 2021-01-01.
 - Provide Migration Plan to move records from network drives.
 - It is estimated that approximately 6000 records are created per month for the 150 users as indicated above. The number of records migrated will depend on implementation date.

1.5.3 The Business and Technical Requirements for the Solution are outlined below. Applicants must indicate that the Applicant's solution meets each requirement and provide additional information, where requested.

Business and Technical Requirements	
Usability	
1.	The Solution must have the capability to be used across all WorkplaceNL offices as an enterprise-wide solution.
2.	The Solution must be intuitive and user friendly. <ul style="list-style-type: none"> • Describe the features of the solution's user interface, highlighting the features of the solution that make it intuitive, easy to navigate and configure, and user friendly.
3.	<ul style="list-style-type: none"> • The Solution must have the capability to support multiple devices. Describe your solution's capabilities to support multiple devices, such as computers, tablets and mobile devices.
Record Creation, Management and Use	
4.	The Solution must have the capability to create and maintain a records classification structure. <ul style="list-style-type: none"> • Describe this capability.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

5.	<p>The Solution must have the capability to create records.</p> <ul style="list-style-type: none"> • Describe how electronic and paper records are added to the solution.
6.	<p>The Solution must have the capability to link records through relationships.</p> <ul style="list-style-type: none"> • Describe how documents are linked through record relationships.
7.	<p>The Solution must have immediate indexing for saved documents and metadata for searching and retrieval of records.</p> <ul style="list-style-type: none"> • Describe indexing capabilities and processes.
8.	<p>The Solution must have the capability to import and export records.</p> <ul style="list-style-type: none"> • Describe import and export capabilities.
9.	<p>The Solution must have basic and advanced searching capabilities.</p> <ul style="list-style-type: none"> • Describe basic and advanced searching capabilities for records and metadata.
10.	<p>The Solution must have the capability for users to organize, search, view and retrieve records based on file structure while enforcing the security permission settings of records.</p> <ul style="list-style-type: none"> • Describe these capabilities.
11.	<p>The Solution must have the capability to create and manage record versions.</p> <ul style="list-style-type: none"> • Describe this capability, including: <ul style="list-style-type: none"> ○ Check in/check out features. ○ Purging record versions, such as purging select versions or all versions associated with a final record.
12.	<p>The Solution must have the capability to store and retrieve various records in its native format.</p> <ul style="list-style-type: none"> • Describe how the solution manages, stores and retrieves records in native formats. • Describe what native formats are supported by the solution. <ul style="list-style-type: none"> ○ Describe the process to add additional native formats. ○ Are there any records in its native format that the solution does not support? • Describe what native viewer capability exists for users who do not have the record's native format software.
13.	<p>The Solution must have the capability to apply workflow processes to records.</p> <ul style="list-style-type: none"> • Describe workflow capabilities for both manual and automatic processes. • Describe how users set up and view workflow queues.
14.	<p>The Solution must have the capability to issue alerts based on changes or updates/additions/deletions of records and workflows.</p> <ul style="list-style-type: none"> • Describe alert capabilities and methods of alert notifications.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

15.	The Solution must have the capability to enable users to share records with external users.
16.	The Solution must have the capability to manage semi-active records. WorkplaceNL has onsite storage and also uses external storage facilities. <ul style="list-style-type: none"> • Describe the capability for storage box management, including: <ul style="list-style-type: none"> ○ Data management for box inventory, record inventory, update location tracking, etc. ○ Search by box number, location, department, disposal dates, etc.
17.	The Solution must have the capability to create a rendition of a record. <ul style="list-style-type: none"> • Describe this capability.
Access and Permissions	
18.	The Solution must have the capability to create, delete, inactivate and delegate people, positions, and organizations in the system. <ul style="list-style-type: none"> • Describe these capabilities. • Describe what is included in a user profile.
19.	The Solution must have the capability to apply granular security based on role and record type. <ul style="list-style-type: none"> • Describe role-based access permissions. • Describe how security levels are applied to record types.
Disposition	
20.	The Solution must have the capability to apply a legal hold/discovery on records. <ul style="list-style-type: none"> • Describe this capability.
21.	The Solution must have the capability to create and maintain record retention schedules. <ul style="list-style-type: none"> • Describe this capability.
22.	The Solution must have the capability to notify authorized users that a document is scheduled to be manually disposed. <ul style="list-style-type: none"> • Describe this capability.
23.	The Solution must have the capability for authorized users to manually delete records that are entered in error.
System Administrator	
24.	The Solution must ensure authorized users have the capability to conduct administrator functions independently of the vendor.
25.	The Solution must have the capability to enable authorized users to set up system configuration.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

	<ul style="list-style-type: none"> Describe these capabilities, including import processing, record migration, document types, classification structure, retention rules.
26.	<p>The Solution must have the capability to enable authorized users to define multiple record types and associated metadata.</p> <ul style="list-style-type: none"> Describe this capability.
27.	<p>The Solution must have the capability to enable authorized users to design and manage workflows.</p> <ul style="list-style-type: none"> Describe capabilities to configure workflows and set time periods.
28.	<p>The Solution must have the capability to enable authorized users to design and manage forms.</p> <ul style="list-style-type: none"> Describe this capability.
29.	<p>The Solution must have the capability to enable authorized users to configure and customize security including users, user groups and permissions.</p>
30.	<p>The Solution must have the capability to limit deletion of records to authorized users.</p>
Measurement	
31.	<p>The Solution must have the capability to generate reports.</p> <ul style="list-style-type: none"> Describe this capability, including: <ul style="list-style-type: none"> A listing of pre-defined reports. System error and exception reporting. Capability to create user-defined reports. Applicants must identify if additional software or costs are required.
32.	<p>The Solution must have the capability to capture an audit history of all activities performed.</p> <ul style="list-style-type: none"> Describe what is captured in the audit history. Describe how the audit history is maintained. Describe the audit search capabilities. Describe audit reporting functionality.
System Technical Requirements	
Architecture/Hardware	
33.	<p>The Solution must have the capability to integrate with Microsoft Suite of products.</p> <ul style="list-style-type: none"> Describe this capability.
34.	<p>The Solution must have the capability to integrate with other applications and databases (Microsoft SQL, Oracle, IBM DB2).</p>

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

	<ul style="list-style-type: none"> Describe examples of applications and databases your solution has successfully integrated with. Describe interface options/APIs that can be used for integration with your solution.
35.	<p>The Solution, if on-premise, must support virtualization under VMware. Preference is to run on a Windows server.</p> <ul style="list-style-type: none"> Describe details on virtual appliance requirements including host operating system, CPU, memory and storage specifications.
Security/Information Protection	
36.	<p>The Solution must comply with industry standards, for example, ISO-15489, ISO-27001, ISO-27002, ISO-27017, etc.</p> <ul style="list-style-type: none"> Describe your solution's support for industry standards, including but not limited to the examples above.
37.	<p>The Solution must provide patches for known security vulnerabilities.</p> <ul style="list-style-type: none"> Describe your patch management and deployment strategy.
38.	<p>The Solution, if cloud based, must encrypt information at rest and in transit. Confirm.</p>
39.	<p>The Solution must support single sign-on with integration with Active Directory, both in the Azure cloud and from on-premise installation, as appropriate.</p>
Support and Maintenance	
40.	<p>The Solution must have technical support available 24/7 to WorkplaceNL.</p> <ul style="list-style-type: none"> Describe the solution's support service offering.

1.5.4 WorkplaceNL is in the process of modernizing its systems and business processes. Provide details below on any additional functionality available in your solution which may be of benefit to WorkplaceNL. Applicants must comment on whether there are costs associated with this additional functionality.

Additional Functionality/Information	
41.	Describe the Solution in terms of performance, availability, flexibility, scalability, and robustness.
42.	Describe the Solution's backup and restore capabilities.
43.	<p>Describe the capabilities to OCR (Optical Character Recognition) records.</p> <ul style="list-style-type: none"> How does the system extract data and text from scanned documents? What recognition technologies are available in the system to automate this process?
44.	Describe the capability to automate document movement with rule-based routing, including but not limited to, retention policies and workflow processing.
45.	Describe the capability for users to annotate, highlight or add comments to documents and save as a separate layer with version control.
46.	<p>Describe the capability for users to perform document collaboration and processing:</p> <ul style="list-style-type: none"> Describe any collaborative editing features.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

	<ul style="list-style-type: none"> • Describe how the solution distributes a single document through multiple business processes simultaneously. • Describe how the solution allows multiple users to access and work on the same document.
47.	Describe the capability for data sensitivity classification, labelling, and security caveats: <ul style="list-style-type: none"> • Describe this capability.
48.	Describe data migration tools associated with the solution.
49.	Describe the capability for data compression.
50.	Describe the capability to apply redaction on records.
51.	Describe the capability for automation or artificial intelligence.
52.	Describe the capability for electronic signatures.
53.	Describe the capability for auto-translation of documents in different languages.
54.	Describe the capability for transcription of audio and video files.
55.	Describe the capability for authorized users to create and/or view dashboards to monitor system processes.
56.	Describe how the Solution enables users to efficiently capture records: <ul style="list-style-type: none"> • High volume batch scanning • Individual record scanning • By office, by business unit, by business process • Quality control for captured images and index accuracy • Process for rejecting and rescanning documents as necessary
57.	Describe the capability of a test environment. <ul style="list-style-type: none"> • Provide separate cost details on additional implementation, software, hardware, ongoing maintenance, and licensing associated with this deployment.

1.5.5 Applicants must provide an implementation plan which will be utilized in the provision of Services.

1.5.6 Applicants must provide detailed architecture design documentation. The successful Applicant will also provide technical documentation to support the deployment of the Solution.

1.5.7 The successful Applicant will provide hands-on technical knowledge transfer to allow the WorkplaceNL Information Technology Services Department to migrate records and configure, operate, maintain and support the solution in-house.

1.5.8 The successful Applicant will provide administrator(s) training and train-the-trainer training. The Applicant must confirm their ability to provide remote administrator and train-the-trainer training. The successful Applicant will be required to provide a training plan acceptable to WorkplaceNL.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

1.5.9 The successful Applicant will provide administrator and end-user training documentation including user “how to” guides.

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 three (3) 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 have a minimum of five (5) years relevant work experience, including experience in the implementation of an Electronic Document and Records Management System.

SECTION 2 – INSTRUCTIONS TO APPLICANTS

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.workplacnl.ca>) or externally through the web posting at www.merx.com to ensure they monitor these sites for any addendum to the RFP issued up to and including the RFP Closing Date.

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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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

RFP CLOSING DATE IS:

JUNE 7, 2021 BEFORE 2:00 PM NEWFOUNDLAND TIME

Applicants must deliver and ensure proposals are received via electronic upload
at 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@workplacenl.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 Thursday, June 3, 2021.

In the event that WorkplaceNL's St. John's office is closed due to poor weather conditions or other unscheduled closure, the RFP Closing Date 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.

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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

Applicants must upload their proposal via www.merx.com. (**Schedule “C” – 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.

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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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.

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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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@workplacenl.ca or through the RFP publication on www.merx.com and received by WorkplaceNL before 4:00 PM Newfoundland Time on May 31, 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.

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 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
2021-05-P
Electronic Document and Records Management System

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 is complete and thoroughly addresses 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.

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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

DESCRIPTION	DATE
RFP issue date	MAY 10, 2021
Deadline for questions	MAY 31, 2021
Proposals to be received by	JUNE 7, 2021
Presentation of proposals (tentative - if required)	JUNE 14, 2021
Date of award (tentative)	JUNE 18, 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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 Documents Act**, S.C. 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.

WorkplaceNL wants to ensure the successful Applicant provides an excellent environment for our team to build customer experiences today, as well as tomorrow. We want to understand your overall corporate strategy and key differentiators when it comes to the vision driving your solution and its future roadmap. Describe what your company is doing to remain a viable and stable player in the market, include:

- How long has your solution been on the market?
- What is your current product roadmap?
- Describe the development release cycle for new development, security and feature enhancements.
- Describe your solution's life cycle; include details such as the normal upgrade cycle, how often are next versions released, how long after a version is released is a previous version supported, how many versions are typically supported.
- Do you have upcoming product updates or future releases?

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

- What differentiates you from your competitors?
- How many organizations have implemented your solution?
- Is your client-base focused in any particular industry?

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/Security

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

Overview

Applicants 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** herein.

Applicants must provide sufficient detail relative of the proposed Solution to confirm it has the functionalities needed to meet the requirements of WorkplaceNL.

Professional Staff Complement

Provide a description of the professional staff and resources available. Identify the number, availability,

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

and roles of individuals intended to be assigned to the project and describe how they meet the mandatory criteria as outlined in Section 1 - Overview and Scope of Services above.

Applicants to recommend how many WorkplaceNL functional or technical resources that should be dedicated to the project.

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. including but not limited to Section 1.5.4 herein.

Describe any value-added features within the proposed Solution not outlined in Section 1.5.3 herein.

Geographical location

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

The preference is an on-premise solution; however, a cloud-based solution could be considered. Data residency **must** be in Canada.

Quality Assurance

Describe your quality assurance program and how it influences your service delivery.

Previous Experience

Describe your organization's experience in implementing an Electronic Document and Records Management System. Provide a list with a minimum of **three (3)** 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.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

Timelines, Schedules & Fees

The proposal must include an Implementation plan which will be utilized to meet the requirements as set out in Section 1.5 herein.

Applicants must provide two separate cost breakdowns (1) Core Implementation and, (2) Optional Implementation as described in Section 1.5 herein.

Applicants must use the Pricing Table, Appendix “A” to identify all one-time and annual fees associated with the implementation and use of the Solution. For the purpose of the evaluation, a five-year total cost of ownership model will be used to compare the proposals.

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

Brochures

Include any brochure(s), company information and/or the company website address at the back of your proposal.

SECTION 5 – EVALUATION PROCESS AND CRITERIA
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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.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

The intent is to enter into an agreement with the Applicant that achieves the highest overall score, 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:

Criteria	%
Quality of proposal/demonstrated understanding of RFP requirements	5%
Organization experience and value added services	10%
Applicant's Technical Solution	45%
Fees	40%
Total	100%

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. Presentations are permitted via video conference in the event Applicants cannot be on-site.

Applicants will be responsible for all expenses incurred in preparing and delivering the presentation.

5.4 Clarification

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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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.

SECTION 6 – TERMS AND CONDITIONS

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:

“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, proprietary information, 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

comes into possession of any Personal and/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 and/or Personal 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 and/or Personal 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 Confidential and/or 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. 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 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 and/or Personal Information of the other Party disclosed and all copies, or at the other Party's option, destroy the Confidential and/or Personal 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 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;

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

(iv) not to be removed from the offices of WorkplaceNL or extracted from the information technology systems of WorkplaceNL without the 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 The 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 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 The 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. The successful Applicant will not use WorkplaceNL Personal Information for any purpose other than the purpose for

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

which such information was disclosed, or, as otherwise permitted by the Agreement and the successful Applicant will not disclose or provide access to any WorkplaceNL Personal Information except as permitted by this Agreement.

6.1.10 The 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 and only with the prior express written consent of WorkplaceNL as required in this Article 6. 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 as required in this Article 6, 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 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 fully 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 current and stringent security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of WorkplaceNL Personal Information, including, but not limited to, the use of multi-factor authentication;
- (iii) Providing appropriate access control methods for areas and information technology systems where WorkplaceNL Personal Information is stored;
- (iv) Ensuring all employees, officers, associates contractors and/or approved 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,

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 a Schedule. The successful Applicant acknowledges and agrees that any unethical behavior could result in the immediate termination of this Agreement. The successful Applicant 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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. The successful Applicant warrants that the Services and all Deliverables shall have been tested, shall conform to an approved 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 an approved 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 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 the successful Applicant for a breach of Article 6.1 (Confidentiality, Privacy and Security);
 - (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.
- 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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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 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

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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,
- c. professional liability (errors and omissions) insurance in an amount not less than five million dollars (\$5,000,000), and
- d. cyber risk 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 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

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

**SCHEDULE "A"
PRICING TABLE**

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

SCHEDULE “B”

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.

WorkplaceNL
2021-05-P
Electronic Document and Records Management System

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

**WorkplaceNL
2021-05-P
Electronic Document and Records Management System**

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
2021-05-P
Electronic Document and Records Management System

SCHEDULE “C”

Electronic Proposal Submission Instructions

1. In order to be accepted electronically, submissions must be submitted through WorkplaceNL's posting on www.merx.com.
2. Applicants shall create a Supplier Account and be registered for this bid opportunity on 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. 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.