

WorkplaceNL
Request for Supplier Qualifications: 2023-12-RFSQ
IT Security Services



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Issued: March 13, 2023

RFSQ Submission Deadline: April 10, 2023 before 2:00 p.m. (NL Time)

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SECTION 1 – INVITATION TO RESPONDENTS AND OVERVIEW

1.1 INTENT

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Workplace Health, Safety and Compensation Commission (“WorkplaceNL”) to prospective Respondents to qualify for eligibility to provide expertise for a broad range of professional services and support in the area of IT Security Services.

IT Security is a key mandate of the Information Technology Services (ITS) department at WorkplaceNL. WorkplaceNL has significant investments in infrastructure, applications and resources to address IT Security but recognizes that this is a continually evolving area and must be prepared to provide timely preventative and responsive remediation to IT Security concerns.

Respondents who meet all the requirements and qualifications of this RFSQ will be placed on a pre-qualified supplier list and will be eligible to participate in an invitational second-stage competitive process for the potential provision of the services.

The pre-qualified supplier list shall be valid for **one year** from the time it is compiled. If determined by WorkplaceNL to extend the validity of the pre-qualified supplier list beyond the one year period, public notice shall be provided.

This RFSQ is for the establishment of a pre-qualified supplier list and for the eligibility to participate in an invitational second-stage competitive process and creates no contractual obligation on behalf of WorkplaceNL. WorkplaceNL is under no obligation to proceed with any second-stage competitive process for the procurement of the services.

Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the services. WorkplaceNL may contract with others for goods and services the same as or similar to the services or may obtain such goods and services internally.

1.2 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 injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers’ recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer

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classification and assessment system and ensures 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 (no-fault compensation coverage).

1.3 MANDATORY CRITERIA

The successful Respondents must meet the mandatory criteria and possess the necessary knowledge, skills and experience in the area of IT Security Services, specifically:

- 1.3.1** The successful Respondents must have a proven record of providing IT Security Services with a minimum of five (5) years' experience.

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

2.1 ELECTRONIC COPY OF DOCUMENT

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

It is the responsibility of the Respondents who retrieve or download this RFSQ from WorkplaceNL's website (<http://www.workplacenl.ca>) or externally through the RFSQ posting at www.merx.com to monitor the sites for any addendum to the RFSQ issued up to and including the Closing Date.

It is the Respondent'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 RFSQ documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the RFSQ are assumed to be accepted by the Respondent and incorporated in the proposal.

By submitting a proposal, the Respondent 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.

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

2.2 QUESTIONS AND CLARIFICATION

Any questions related to the RFSQ must be directed in writing by email to purchasing@workplacenl.ca or through the RFSQ posting on www.merx.com and received by WorkplaceNL before 4:00 PM Newfoundland Time on March 27, 2023.

All questions should include the Respondent'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 RFSQ in question. All email questions must include the RFSQ number and title in the email subject line.

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 RFSQ posting on www.merx.com which will be part of the RFSQ. 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 RFSQ. 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 RFSQ 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 Respondent.

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

2.3 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

Information pertaining to WorkplaceNL obtained by the Respondent as a result of participation in this RFSQ, 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.

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The RFSQ and any supplementary document or portion thereof is proprietary information, and must not be used by the Respondent 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 Respondent hereby grants WorkplaceNL a license to distribute, copy, print, or translate the proposal for the purposes of the RFSQ. 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 Respondent's proposal may be subject to disclosure under the **ATIPPA**. By submitting a proposal, the Respondent 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 RFSQ Closing Date. WorkplaceNL shall not be liable to any Respondent 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 Respondent as a result of disclosure pursuant to the **ATIPPA**.

By submitting a proposal, the Respondent 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 Respondent, 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 publicly released as part of the award notification process.

2.4 NO CLAIMS BY RESPONDENT

By participating in the process outlined in this RFSQ document, the Respondent consents to the procedures as described in this RFSQ.

By submitting a proposal, each Respondent 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

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noncompliant proposal or otherwise breached or fundamentally breached the terms of this procurement.

2.5 CONFLICT OF INTEREST

For the purposes of this RFSQ, the term “conflict of interest” includes, but is not limited to, any situation or circumstance where:

- in relation to the RFSQ process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) using confidential information of WorkplaceNL in the preparation of its response that is not available to other Respondents;
 - (ii) having been involved in the development of the RFSQ, including having provided advice or assistance in the development of the RFSQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFSQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under an agreement for services, the Respondent’s other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

If, at the sole and absolute discretion of WorkplaceNL, the Respondent, its employees, officers, directors, associates and/or approved subcontractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the RFSQ 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 Respondent 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 RFSQ will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFSQ.

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2.6 RFSQ SUBMISSION DEADLINE AND DELIVERY

- 2.6.1** Respondents are required to submit Responses via electronic upload at www.merx.com (**see Appendix “A” – Electronic Response Instructions**).
- 2.6.2** Respondents will be solely responsible for the delivery of their Responses, in their entirety, in the manner and time prescribed.
- 2.6.3** While WorkplaceNL has tried to ensure the accuracy of the RFSQ, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Respondents have resolved any questions they might have about the RFSQ and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Responses. Nothing in the invitation is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFSQ.
- 2.6.4** Any error in the Response is the responsibility of the Respondent. Submitted Responses may be amended prior to the deadline by submitting a complete new Response clearly indicating it replaces the previously submitted Response. Any such new Response is subject to the requirements as outlined herein. The said new Response replaces any other Responses previously submitted by the Respondent, and only the last of any new Responses received will be accepted.
- 2.6.5** Any Response received in response to this RFSQ may be withdrawn by written request to WorkplaceNL, Manager of Purchasing, Finance, but cannot be withdrawn, altered or changed in any way after the RFSQ Submission Deadline. All requests for withdrawal, amendment or submission of a replacement Response must be submitted in writing on company letterhead or equivalent, and be signed by the Respondent, an authorized representative of the Respondent or, if a corporation, an authorized signing officer of the corporation.

2.7 INELIGIBILITY OF PROPOSALS

It is essential that the proposal is complete and thoroughly addresses each requirement identified in the RFSQ, 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.

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2.8 RESPONSE EVALUATION

- 2.8.1** The RFSQ evaluation and establishment of the preferred suppliers list will be done in accordance with the **Public Procurement Act**, SNL 2016, c. P-41.001, as amended, and WorkplaceNL's procedures.
- 2.8.2** 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 Response is accepted or rejected.
- 2.8.3** WorkplaceNL, in its sole discretion, reserves the right to cancel the RFSQ without award. WorkplaceNL reserves the right to accept or reject any or all Responses in whole or in part. WorkplaceNL is not bound to accept any Response.
- 2.8.4** The Respondent may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Respondent's capability to satisfy the RFSQ requirements. WorkplaceNL reserves the right to reject Responses from any Respondent that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.8.5** WorkplaceNL, in its sole discretion, may assess the Respondent's experience and/or ability to provide the goods and/or services required and described in this RFSQ by checking the Respondent's references. Inclusion on the supplier list will not be awarded to any Respondent 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 Response. WorkplaceNL reserves the sole discretion to determine whether the Respondent and its professional staff have the appropriate qualifications.
- 2.8.6** WorkplaceNL reserves the right to disqualify any Respondent if the Respondent has 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.
- 2.8.7** Upon acceptance by WorkplaceNL, a written Response acceptance will be forwarded to the successful Respondent prior to signing an agreement.

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- 2.8.8** Unsuccessful Respondents may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing by email to purchasing@workplacenl.ca. The intent of the debriefing information session is to aid the proponent in understanding how they can fulfill the requirements needed to register with WorkplaceNL in the future.
- 2.8.9** If a Respondent wishes to register a complaint with respect to the RFSQ process, it should provide it in writing and within the parameters established by section 25 of the Public Procurement Regulations, as amended. The notice must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome, in addition to such other information as may be required by the Regulations.

2.9 ESTIMATED TIME FRAMES

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

DESCRIPTION	DATE
RFSQ issue date	MARCH 13, 2023
Deadline for questions	MARCH 27, 2023
Submission Deadline	APRIL 10, 2023

SECTION 3 – RESPONSE REQUIREMENTS

It is important that Respondents provide complete information with their Response so it can be readily understood and evaluated. The following minimum information and format must be provided in the Response. Qualifying Responses are those that clearly demonstrate a thorough understanding of the RFSQ, and its stated requirements and criteria. WorkplaceNL may reject a Response that do not demonstrate this understanding and do not specifically address requirements and criteria as specified throughout.

Cover Letter

Identify the RFSQ 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.

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Company Profile & Background

Provide a brief introduction and an overview of your company's background and profile, including information on full services offered. Provide names of all owners, including silent partnerships, affiliated relationships and/or companies, governing boards, etc. Provide an overview of your core business competencies. Do you subcontract IT Security Services to third party vendors?

Work Locations

Provide a list of your company office locations. Indicate the city/town from which you propose to conduct the major activities of this work. Describe your ability to provide services and support remotely as well as onsite. The Respondent should include any expectations or requirements related to both remote and onsite service delivery. If services were to be provided onsite describe your travel expectations.

Overview

The Respondent must provide a clear and concise description of the Respondent's understanding of the service, their role in the service, and an overview of how the Respondent will meet the service requirements. Provide any additional information that would enhance your ability to provide the service, e.g. resources, specialized personnel, affiliations, etc.

Approach and Methodology

The Response shall include a detailed description of the approach and methodology which will be utilized in the provision of services in supporting each of the areas identified.

Incident Support

1. Perform incident handling support such as forensics collections, intrusion correlation tracking, threat analysis and direct system remediation tasks to onsite responders.
2. Provide remedial recommendations and produce comprehensive report on findings.
3. Simulation exercises for incident preparedness.

Threat Analysis and Intelligence

1. Detect, monitor, analyze, and mitigate targeted, highly-organized, or sophisticated threats.

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2. Maintain situational awareness of current activity and risks.

External Vulnerability and Penetration Testing

1. Identify open ports/services associated with security vulnerabilities and perform active exploits on systems and applications.
2. Identify open-source intelligence information that an attacker could leverage in attacks against WorkplaceNL.

Internal Vulnerability and Penetration Testing

1. Review of internal network infrastructure to identify security vulnerabilities.
2. Validate network design and IT Security controls.

Professional Staff Complement

Provide a description of the professional staff and resources available. Identify if the staff has experience and certifications working with Cisco and Fortinet products.

Professional Staff Resumes

Provide **four** staff resumes, not more than three pages, outlining education and work experience including but not limited to years of experience working with IT Security.

Previous Experience

Describe your organization's experience in providing the delivery of IT Security Services. A minimum of **three** references including the appropriate contact information as evidence of previous experience providing similar services, include the name of the organization for which the work was completed; an overview of the scope of the services, and an overview of the number of staff and their roles that worked on that engagement.

References may be for contracts currently being performed or where work has been completed. References may be contacted as part of the review process. The references should exclude any potential references from WorkplaceNL.

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<u>Value-added Service</u>	Provide any additional information that would enhance your ability to provide the service, e.g. resources, equipment, facilities, specialized personnel, affiliations, etc.
<u>Quality Assurance</u>	Describe your quality assurance program and how it influences your service delivery.
<u>Privacy/Confidentiality</u>	Provide company policies, practices and tools for protecting privacy, confidentiality and security of information.

SECTION 4 – EVALUATION PROCESS AND CRITERIA

4.1 EVALUATION

Responses that do not meet all mandatory criteria may be rejected on that basis.

The following criteria will be used to score Responses. The Responses that do not obtain the minimum score requirements for each Evaluation Criteria category, as noted below, will be rejected.

Evaluation Criteria	Maximum score	Minimum score
IT Technical Knowledge and Experience	25%	15%
Demonstrated understanding of the RFSQ requirements	20%	10%
Qualifications including availability of professional staff and resources	25%	15%
Quality Assurance Program	10%	5%
Value Added Service	5%	5%
Demonstrated company achievement in performing comparable work	15%	10%
Total	100%	60%

4.2 NOTICE OF SUPPLIER LIST RESULTS

WorkplaceNL will notify both the successful and unsuccessful Respondents in writing. The unsuccessful Respondents will be notified following the award to the successful Respondents.

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4.3 PRICING

WorkplaceNL will not be requesting any pricing information and pricing information is not be evaluated as part of the RFSQ process. If successful in this RFSQ, pricing will form part of the evaluation in the invitational second-stage competitive process.

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Appendix “A”

Electronic Response Instructions

1. In order to be accepted electronically, Responses shall be submitted through WorkplaceNL's posting on www.merx.com.
2. Respondents shall create a Supplier Account and be registered for this opportunity on www.merx.com. This will enable the Respondent to download the bid opportunity, to receive addenda/addendum email notifications, download addenda/addendum, and to submit their Response electronically through the MERX website.
3. Respondents are reminded that the timing of the Response is based on when the Response is **received** by the bidding system, **not** when the Response is submitted by a Respondent, as transmission can be delayed by "Internet Traffic" for any number of reasons. WorkplaceNL recommends Respondents allow for ample time to provide for uploaded Responses to be received prior to the Submission Deadline. Received Responses after the deadline as specified in this document will not be accepted.
4. It is the responsibility of the Respondent to ensure that the Response is delivered on time. Once registered, MERX will send a confirmation email to the Respondent if their Response was submitted successfully. If a confirmation has not been received by the Respondent it is assumed the document(s) was not uploaded correctly and it is the responsibility of the Respondent either to reload the document(s) or to contact MERX to resolve any issues as it pertains to their Response.
5. To ensure receipt of the latest information and updates via email regarding this opportunity the onus is on the Respondent 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 and responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.